

Company No:

Charity No:

THE COMPANIES ACTS 1985 to 2006

**DRAFT
MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
UWIC STUDENTS' UNION**

Incorporated on

2009

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COMPANIES ACTS 1985 to 2006

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION

OF

UWIC STUDENTS' UNION

1. NAME

The name of the **Charity** is UWIC Students' Union.

2. REGISTERED OFFICE

The registered office of the Charity is to be in England and Wales.

3. OBJECTS

The **Objects** of the Charity are:

3.1 the advancement of education of students at **UWIC** for the public benefit by:

3.1.1 providing opportunities for the expression of student opinion and actively representing the interests of students;

3.1.2 acting as a channel of communication in dealing with UWIC and other external bodies;

3.1.3 facilitating the social, recreational and education interests of its **membership**, through providing services and support for its **members**; and

3.1.4 working with other students' unions and affiliated bodies; and

3.2 the advancement of student welfare and the relief of the needs of students at UWIC through:

3.2.1 the provision of recreational and leisure time activities provided in the interests of social welfare designed to improve conditions of student life;

3.2.2 the provision of support and activities which develop skills, capacities and capabilities to participate in society as mature responsible individuals; and

3.2.3 the provision of services to promote the well being of UWIC students generally and as individuals in need.

4. POWERS

The Charity has the following powers, which may be exercised (alone or in co-operation with others) only in promoting the Objects:

- 4.1 to take over all the functions, acquire the property and assume the liabilities of the existing unincorporated association UWIC Students' Union, an exempt charity;
- 4.2 to promote or carry out research;
- 4.3 to provide guidance, advice or advocacy;
- 4.4 to publish or distribute information;
- 4.5 to promote, support, amalgamate, cooperate or merge with, become a member of, affiliate or associate of, any other body;
- 4.6 to support, administer or set up other charities;
- 4.7 to raise funds and to trade (but not by means of **taxable trading**);
- 4.8 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**);
- 4.9 to acquire, hire or receive property of any kind whether or not on trust;
- 4.10 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.11 to convert to a Charitable Incorporated Organisation in accordance with the Charities Act;
- 4.12 to set aside funds for special purposes or as reserves against future expenditure;
- 4.13 to deposit or invest funds in any lawful manner (but to invest only after obtaining advice from a **financial expert** and having regard to the suitability of investments and the need for diversification);
- 4.14 to delegate the management of investments to a financial expert, but only on terms that:

- 4.14.1 the investment policy is recorded **in writing** for the financial expert by the **Board**;
- 4.14.2 every transaction is reported promptly to the Board;
- 4.14.3 the performance of the investments is reviewed regularly with the Board;
- 4.14.4 the Board is entitled to cancel the delegation arrangement at any time;
- 4.14.5 the investment policy and the delegation arrangement are reviewed at least once a **year**;
- 4.14.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are reported promptly to the Board on receipt; and
- 4.14.7 the financial expert must not do anything outside the powers of the Board;
- 4.15 to insure the Charity's property against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.16 to provide **indemnity insurance** for **Board members**;
- 4.17 subject to clause 5.2, to employ paid or unpaid agents, staff or advisers including but not limited to the employment of UWIC Students as **Sabbatical Officers** of the Charity who have been duly elected as such in accordance with the **Articles**;
- 4.18 to enter into contracts to provide services to or on behalf of other bodies;
- 4.19 to provide services and facilities (including licensed facilities) to students whether or not they shall be members of the Charity;
- 4.20 to establish, support, promote and operate a network of student activities for members;
- 4.21 subject to compliance with the Education Act 1994 and guidance issued by the **Commission** to engage in campaigning and political activities provided that the proposed activities will further the purposes of the Charity to an extent justified by the resources committed and so that the activities are not the dominant means by which the Charity shall carry out its Objects;
- 4.22 to promote, initiate, develop and carry out education and training and arrange provide or assist with exhibitions, lectures, meetings, seminars, displays or classes; and
- 4.23 to do anything else within the law which promotes or helps to promote the Objects.

5 BENEFITS TO MEMBERS AND DIRECTORS

- 5.1. The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity or the Board.
- 5.2. Save as provided for in clause 5.4 in relation to the payment of the Chief Executive Officer and the **Sabbatical Officers**, no Board member may receive any payment of money or other **material benefit** (whether direct or indirect) from the Charity except:
 - 5.2.1. under clauses 4.16 (indemnity insurance) and clause 5.2.6 below (fees);
 - 5.2.2. reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
 - 5.2.3. interest at a reasonable rate on money lent to the Charity;
 - 5.2.4. a reasonable rent or hiring fee for property let or hired to the Charity;
 - 5.2.5. an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - 5.2.6. any Board member who possesses specialist skills or knowledge, and any **firm** or company of which such a person is a member or employee, may charge and be paid reasonable fees for work carried out for the Charity on the instructions of the other Board members but (i) only if the procedure prescribed by clause 5.3 is followed in selecting the Board member, firm or company concerned and setting the fees and (ii) provided that this provision when taken together with payments made under clause 5.4 may not apply to more than one half of the Board members in any **financial year**;
 - 5.2.7. in the case of an individual member, charitable benefits in his or her capacity as a **beneficiary**; and
 - 5.2.8. in exceptional cases, other payments or material benefits (but only with the prior **written** approval of the Commission).
- 5.3. Whenever a Board member has a personal interest in a matter to be discussed at a Board meeting, the member must:
 - 5.3.1. declare an interest before discussion begins on the matter;
 - 5.3.2. withdraw from that part of the meeting unless expressly invited to remain in order to provide information;
 - 5.3.3. not be counted in the quorum for that part of the meeting; and

5.3.4. withdraw during the vote and have no vote on the matter.

5.4. Notwithstanding the provisions of clauses 5.1 and 5.2 above, but subject to the application of clause 5.3, the Chief Executive and the elected Sabbatical Officers shall be paid and be entitled to retain in the case of the Chief Executive his salary for acting as such and in the case of the Sabbatical Officers such payment as is in accordance with the rules relating to the same referred to in Article 5.3.

5.5. This clause may not be amended without the prior written consent of the Commission.

6. LIMITED LIABILITY

The liability of members is limited.

7. GUARANTEE

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member.

8. DISSOLUTION

8.1 If at any time the members at a general meeting decide to dissolve the Charity, the members of the Board will remain in office as **charity trustees** and will be responsible for the orderly winding up of the Charity's affairs.

8.2 After making provision for all outstanding liabilities of the Charity, the Board must apply the remaining property and funds in one or more of the following ways:

8.2.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

8.2.2 directly for the Objects or charitable purposes, within or similar to, the Objects; and/or

8.2.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.

8.3 A final report and statement of account relating to the Charity must be sent to the Commission

9. INTERPRETATION

9.1 Words and expressions defined in the **Articles** have the same meanings in the **Memorandum**.

9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

We wish to be formed into a company under this Memorandum of Association

NAMES & ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

[List the full name and residential address of each
of the subscribers]

[signature of each of the subscribers]

DATED

Witness to the above signatures

Name.....

Address

.....

Occupation

Signature

COMPANIES ACTS 1985 to 2006
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
UWIC STUDENTS' UNION

1. MEMBERSHIP

- 1.1 The Board must maintain a register of members.
- 1.2 Those of the subscribers to the Memorandum who are registered students at UWIC are the first Members.
- 1.3 Membership of the Charity is open to any registered full or part time student at UWIC who has not opted out of membership.
- 1.4 The Board may establish different classes of membership, set appropriate rates of subscription and determine the rights attached to any such class of membership.
- 1.5 A member may resign by written notice to the Charity.
- 1.6 The Board may terminate the membership of any individual or organisation whose continued membership would in the reasonable view of the Board be harmful to the Charity (but only after notifying the member concerned in writing and considering the matter in the light of any written representations which the member puts forward within 14 clear days after receiving notice).
- 1.7 If a member ceases to be a registered full or part time student at UWIC their membership shall automatically terminate.
- 1.7 Membership of the Charity is not transferable.

2. GENERAL MEETINGS

- 2.1 The Board shall determine the class of members eligible to attend a general meeting of the Charity and in default all members are entitled to attend and vote at general meetings of the Charity in person or by proxy.

- 2.2 General meetings are called by 21 clear days' published notice to the members specifying the business to be transacted.
- 2.3 There is a quorum at a general meeting if the number of members present in person or by proxy is at least 100 (or 1.0 % of the members if greater).
- 2.4 The **President** or (if the President is unable or unwilling to do so) the **Vice President** or if not some other member elected by those present presides at a general meeting.
- 2.5 Except where otherwise provided in these Articles, every issue at a general meeting is determined by a simple majority of the votes cast by the members present in person (or by Proxy).
- 2.6 A written resolution signed in accordance with the Companies Act 2006 is as valid as a resolution actually passed at a general meeting.
- 2.7 An **AGM** must be held in every year (except that the first AGM may be held at any time within 18 months after the formation of the Charity).
- 2.8 At an AGM the members:
 - 2.8.1 receive the accounts of the Charity for the previous financial year;
 - 2.8.2 receive the report of the Board on the Charity's activities since the previous AGM;
 - 2.8.3 appoint an auditor or an **independent examiner** for the Charity where required; and
 - 2.8.4 discuss and determine any issues of policy or deal with any other business put before them.
- 2.9 A general meeting other than an AGM may be called at any time by the Board and must be called within 14 days after a written request to the Board from at least 50% of members.

3. **THE BOARD**

- 3.1 The subscribers to the Memorandum are the first Board Members.
- 3.2 The members of the Board as directors and charity trustees have control of the Charity and its property and funds.
- 3.3 The Board when complete consists of at least three and not more than twelve individuals, as follows:

- 3.3.1 the Sabbatical Officers who are elected by the members in accordance with these Articles from amongst their number to serve for a period of one year but may be re-elected for one further year thereafter;
- 3.3.2 the paid Chief Executive Officer of the Charity;
- 3.3.3 one representative of each school of learning at UWIC for the time being, which at the date of these Articles are:
 - (i) Art and Design
 - (ii) Education
 - (iii) Sport
 - (iv) Business
 - (v) Health SciencesPROVIDED THAT each representative shall be a member who shall be appointed by the Board for a maximum period of 1 year subject to reappointment for an additional 2 further academic years only; and
- 3.3.4 up to two individuals with specialist knowledge appointed by the Board from outside of the members to serve for a period of no more than 3 years subject to reappointment thereafter PROVIDED THAT no person so appointed shall serve for more than 6 consecutive years.
- 3.4 Every Board member must sign a declaration of willingness to act as a charity trustee of the Charity before he or she may vote at any meeting of the Board.
- 3.5 A Board member automatically ceases to be a member of the Board if he or she:
 - 3.5.1 is disqualified under the Charities Act from acting as a charity trustee;
 - 3.5.2 is incapable, whether mentally or physically, of managing his or her own affairs;
 - 3.5.3 is absent without the agreement of the Board from two consecutive meetings of the Board;
 - 3.5.4 if required to be such, ceases to be a member of the Charity (but such a person may be reinstated by resolution of all the other members of the Board on resuming membership of the Charity);
 - 3.5.5 resigns by written notice to the Board (but only if at least three Board members will remain in office);
 - 3.5.6 is removed by a resolution passed by all the other members of the Board after inviting the views of the Board member concerned and considering the matter in the light of any such views; or

3.5.7 in the case of a Sabbatical Officer has received a **Vote of No Confidence** by the membership (as is defined in the **Sabbatical Officers Rules**).

3.6 A technical defect in the appointment of a Board member of which the Board are unaware at the time does not invalidate decisions taken at a meeting.

4 BOARD MEETINGS

4.1 The Board must hold at least [four] meetings each year.

4.2 A quorum at a Board meeting is three Board members of whom one must be a Sabbatical Officer.

4.3 A Board meeting may be held either in person or through electronic means agreed by the Board in which each participant may communicate with all other participants.

4.4 The President or (if the President is unable or unwilling to do so) the Vice President or if not some other member of the Board chosen by the members present presides at each Board meeting.

4.5 Every issue may be determined by a simple majority of the votes cast at a Board meeting but a resolution which is in writing and signed by a majority of the Board members is as valid as a resolution passed at a meeting and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.

4.6 Except for the chair of the meeting, who has a second or casting vote, every Board member has one vote on each issue.

5. POWERS OF BOARD

The Board have the following powers in the administration of the Charity:

5.1 to delegate any of their functions to sub-committees consisting of two or more persons appointed by them (but at least one member of every sub-committee must be a Board member and all proceedings of sub-committees must be reported promptly to the Board);

5.2 in addition to any sub-committees established under Article 5.1, to establish a Finance & Services sub-committee comprising of at least five individuals, three of which must be the Sabbatical Officers and the Chief Executive Officer, and a report of the minutes of all Finance & Services sub-committee meetings shall be a standard agenda item at each Board meeting;

5.3 to make (and from time to time amend or alter) rules regarding the election and removal of Sabbatical Officers by any appropriate class of members of the Charity and to provide

for their payment and the duties to be carried out by them in such rules (the first such rules being contained in the Schedule to these Articles);

- 5.4 to make Standing Orders consistent with these Articles to govern proceedings at general meetings including but not exclusively relating to the adjournment of inquorate meetings and the reduction of quorums on the reconvening of such meetings, the use of a poll, proxy voting or postal voting;
- 5.5 subject to ensuring that the rights of members, other students at UWIC and the Board of Governors of UWIC under these Articles are preserved as far as possible, the Board shall have the power to arrange for the Charity to be converted to a Charitable Incorporated Organisation in accordance with the Charities Act and to take all necessary steps in connection with this action;
- 5.6 to make Rules consistent with these Articles about the Board and sub-committees;
- 5.7 to make Regulations consistent with these Articles about the running of the Charity (including the operation of bank accounts and the commitment of funds);
- 5.8 to resolve or establish procedures to assist the resolution of disputes within the Charity; and
- 5.9 to exercise any powers of the Charity which are not reserved to a general meeting.

6. RECORDS & ACCOUNTS

- 6.1. The Board must comply with the requirements of the Charities Act and the **Companies Acts** as to the keeping of financial records, the audit or independent examination of accounts and the preparation and transmission to the Commission of:
 - 6.1.1. annual reports;
 - 6.1.2. annual returns; and
 - 6.1.3. annual statements of account.
- 6.2. The Board must keep proper records of:
 - 6.2.1. all proceedings at general meetings;
 - 6.2.2. all proceedings at Board meetings;
 - 6.2.3. all reports of sub-committees; and
 - 6.2.4. all professional advice obtained.

- 6.3. Annual reports and statements of account relating to the Charity must be made available for inspection by any member of the Charity.
- 6.4. A copy of the latest available statement of account must be supplied to any person who makes a written request and pays the Charity's reasonable costs (as required by the Charities Act).

7. NOTICES

- 7.1. Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper published at UWIC or in any newsletter distributed by the Charity.
- 7.2. The address at which a member is entitled to receive notices is the address noted in the register of members (or, if none, the last known address).
- 7.3. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - 7.3.1. 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 7.3.2. two clear days after being sent by first class post to that address;
 - 7.3.3. three clear days after being sent by second class post or overseas post to that address;
 - 7.3.4. on the date of publication of a journal or newspaper containing the notice;
 - 7.3.5. on being handed to the member personally; or
 - 7.3.6. if earlier, as soon as the member acknowledges actual receipt.
- 7.4. A technical defect in the giving of notice of which the members or the Board members are unaware at the time does not invalidate decisions taken at a meeting.

8. DISSOLUTION

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here.

9. AMENDMENTS

- 9.1. Subject to the agreement of the Board of Governors of UWIC these Articles and the Memorandum may be amended at a general meeting by a two-thirds majority of the votes cast, but:

- 9.1.1. the members must be given 21 clear days' notice of the proposed amendments;
and
- 9.1.2. no amendment is valid if it would make a **fundamental change** to the Objects or to this clause or destroy the charitable status of the Charity.
- 9.2. These Articles and the Memorandum may also be amended by the Board of Governors of UWIC upon the recommendation of the Board PROVIDED THAT such amendment shall only be made where the Board and the Board of Governors of UWIC agree that a general meeting would be impractical.
- 9.3. Clauses 3 and 5 of the Memorandum may not be amended without the prior written consent of the Commission.

10. SERVICES TO NON-MEMBERS

- 10.1. Students who have exercised their right not to be members of the Charity at UWIC, as stated in Part II of the Education Act 1994, must not be unfairly discriminated against. Non-members have the right of access to and use of such facilities and services operated by the Charity, provided that they can produce sufficient student ID e.g. a library card or the UWIC student ID badge and enrolment form.
- 10.2. Non-members of the Charity cannot be the officials for any of the Charity's clubs and societies or Athletic Union. Non-members are not allowed to participate in the democratic process of the Charity which includes voting in elections, general meetings (or any other Charity meeting) and are not permitted to attend the general meeting or any other meeting. Non-members are not permitted to stand for or vote in an election for any executive position, including but not limited to a Sabbatical Officer position, within the Charity.
- 10.3. In providing for the use of services and facilities to the non-members the Charity shall be cognisant of its constructive role within the student life at the University.

11. INDEMNITY

The Charity shall indemnify every Board member (as a director) of the Charity against any liability incurred by him or her in that capacity to the extent permitted by the Companies Act 2006.

12. INTERPRETATION

- 12.1. In the Memorandum and in the Articles, unless the context indicates another meaning:
 - 12.1.1. 'AGM' means an annual general meeting of the Charity;

- 12.1.2. 'the Articles' means the Charity's articles of association;
- 12.1.3. a 'beneficiary' means a student at UWIC and 'the beneficiaries' means students at UWIC generally;
- 12.1.4. 'the Board' is the collective term for the directors of the Charity and 'Board member' is any one such director;
- 12.1.5. 'the Charity' means the company governed by the Memorandum and the Articles;
- 12.1.6. 'the Charities Act' means the Charities Act 1993;
- 12.1.7. 'charity trustees' has the meaning prescribed by section 97(1) of the Charities Act;
- 12.1.8. 'clear day' means 24 hours from midnight following the triggering event;
- 12.1.9. 'the Commission' means the Charity Commission for England and Wales;
- 12.1.10. 'the Companies Acts' means the Companies Acts 1985 and 2006, each to the extent in force from time to time;
- 12.1.11. 'financial expert' means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 12.1.12. 'financial year' means the Charity's financial year;
- 12.1.13. 'firm' includes a limited liability partnership;
- 12.1.14. 'fundamental change' means such a change as would not have been within the reasonable contemplation of a person making a donation to the Charity;
- 12.1.15. 'indemnity insurance' means insurance against the costs of a successful defence to a criminal prosecution brought against them as charity trustees of the Charity or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty (unless the Board member concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty);
- 12.1.16. 'independent examiner' has the meaning prescribed by section 43(3)(a) of the Charities Act and 'independent examination' shall be construed accordingly,
- 12.1.17. 'material benefit' means a benefit which may not be financial but has a monetary value;

- 12.1.18. 'member' refers to company membership of the Charity and 'members and 'membership' shall be construed accordingly;
- 12.1.19. 'Memorandum' means the Charity's Memorandum of Association;
- 12.1.20. 'month' means calendar month;
- 12.1.21. 'the Objects' means the Objects of the Charity as defined in clause 3 of the Memorandum;
- 12.1.22. 'the President' means the president of the Charity elected in accordance with the Sabbatical Officer Rules;
- 12.1.23. 'the Sabbatical Officers' shall mean the President and the Vice President;
- 12.1.24. 'the Sabbatical Officers Rules' means the rules made in accordance with Article 5.3;
- 12.1.25. 'taxable trading' means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;
- 12.1.26. 'UWIC' means the University of Wales Institute Cardiff and 'the Board of Governors of UWIC' means the governing body of this institution;
- 12.1.27. 'Vote of No Confidence' means a vote to remove a Sabbatical Officer in accordance with the Sabbatical Officer Rules;
- 12.1.28. 'the Vice President' means the vice president of the Charity elected in accordance with the Sabbatical Officer Rules
- 12.1.29. 'written' or 'in writing' refers to a legible document on paper [not] including a fax message;
- 12.1.30. 'year' means a calendar year.
- 12.2. Expressions defined in the **Companies Acts** have the same meaning.
- 12.3. References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

NAMES & ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

[List the full name and residential address of each
of the subscribers]

[signature of each of the subscribers]

DATED

Witness to the above signatures

Name.....

Address

.....

Occupation

Signature