

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not Having a Share Capital

**Memorandum
and
Articles of Association
of
University of Birmingham Guild of Students**

16th June 2008

**Bates Wells & Braithwaite London LLP
2-6 Cannon Street
London EC4M 6YH
(Telephone: 020 7551 7777)
(RMC/LMcH/203434/0001)
www.bateswells.co.uk**

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Memorandum 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 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 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.

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 Guild Council.

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;
 - 4.4 provide and assist in the provision of money, materials or other help;
 - 4.5 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
 - 4.6 write, make, commission, print, publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media;

- 4.7 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;
- 4.8 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 4.9 provide or procure the provision of counselling, guidance, representation and advocacy;
- 4.10 provide or procure the provision of advice;
- 4.11 enter into contracts to provide services to or on behalf of other bodies;
- 4.12 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;
- 4.13 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;
- 4.14 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;
- 4.15 set aside funds for special purposes or as reserves against future expenditure;
- 4.16 invest the Guild's money not immediately required for its objects in or upon any investments, securities, or property;
- 4.17 delegate the management of investments to a financial expert or experts provided that:
 - 4.17.1 the investment policy is set down in writing for the financial expert or experts by the Trustees;
 - 4.17.2 every transaction is reported promptly to the Trustees;
 - 4.17.3 the performance of the investments is reviewed regularly by the Trustees;
 - 4.17.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.17.5 the investment policy and the delegation arrangements are reviewed at least once a year;
 - 4.17.6 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

- 4.17.7 the financial expert or experts may not do anything outside the powers of the Trustees;
- 4.18 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;
- 4.19 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;
- 4.20 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;
- 4.21 subject to the restriction in clause 4.23 raise funds by way of subscription, donation or otherwise;
- 4.22 accept (or disclaim) gifts of money and any other property;
- 4.23 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;
- 4.24 incorporate subsidiary companies to carry on any taxable non-primary purpose trade;
- 4.25 subject to clause 5:
- 4.25.1 engage and pay employees, consultants and professional or other advisers; and
- 4.25.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 4.26 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;
- 4.27 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);
- 4.28 undertake and execute charitable trusts;
- 4.29 amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the Guild;

- 4.30 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 4.31 pay out of the funds of the Guild the costs of forming and registering the Guild;
- 4.32 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;
- 4.33 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:
 - 4.33.1 any act or omission which he or she knew to be a breach of trust or breach of duty or which was committed by him or her in reckless disregard to whether it was a breach of trust or breach of duty or not; or
 - 4.33.2 any liability incurred by him or her in defending any criminal proceedings in which he or she is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct by him or her; and
- 4.34 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 112;
 - 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 membership:
 - 8.1 for payment of the debts and liabilities of the Guild contracted before he or she 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.

We, the subscribers to this Memorandum, wish to be formed into a company in accordance with this Memorandum.

Signatures, Names and Addresses of Subscribers

- | | Guarantee |
|------------------------------|-----------|
| 1. Signature: | £1 |
| Name: | |
| Address: | |
| Date: | |
| [WITNESS to above signature: | |
| Signature: | |
| Name: | |
| Address: | |
| Occupation:] | |
| 2. Signature: | £1 |
| Name: | |
| Address: | |
| Date: | |
| [WITNESS to above signature: | |
| Signature: | |
| Name: | |
| Address: | |
| Occupation:] | |

3. Signature: £1

Name:

Address:

Date:

[WITNESS to above signature:

Signature:

Name:

Address:

Occupation:]

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not Having a Share Capital

Articles of Association

of

University of Birmingham Guild of Students

Interpretation

1. In these Articles and the Memorandum 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 of the University of Birmingham, Vice-President Democracy and Resources, two members of the Guild Council, two members of the Guild Officer Group who are not Trustees and one postgraduate Student. The Chief Executive shall be an observer;
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 33;
1.6 “Chair”	the chair of the board of Trustees, who shall be one of the Lay Trustees as set out in the Bye-Laws;

1.7	“Chief Executive”	the chief executive 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	“Effective Date”	the date on which the undertaking previously carried on by the unincorporated charity known as the University of Birmingham Guild of Students is transferred to the Guild;
1.15	“electronic form” and “electronic means”	have the meanings respectively ascribed to them in the Companies Act 2006;
1.16	“financial expert”	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
1.17	“Guild”	the University of Birmingham Guild of Students;
1.18	“Guild Council”	the Student body elected by and from Members in accordance with the Articles

		and Bye-Laws of the Guild;
1.19	“Guild Officer Group”	the group set up in accordance with the Bye-Laws;
1.20	“hard copy” and “hard copy form”	have the meanings respectively ascribed to them in the Companies Act 2006;
1.21	“Lay Trustee”	a Trustee appointed in accordance with Article 15 who for the avoidance of doubt shall not be an employee of the Guild or the University and shall not be a major union office holder for the purposes of section 22 of the Education Act 1994;
1.22	“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;
1.23	“Memorandum”	the Memorandum of Association of the Guild;
1.24	“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);
1.25	“President”	the president of the Guild as elected by the Members in accordance with the Bye-Laws;
1.26	“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;
1.27	“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 studies at the University of Birmingham during his or her term in office;
1.28	“Sabbatical Trustee”	a Trustee elected in accordance with Article 9;
1.29	“Secretary”	the company secretary of the Guild;
1.30	“Student”	any individual who is registered for an approved programme of study at the University of Birmingham;
1.31	“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;
- 1.32 **“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;
- 1.33 **“Trustee” and “Trustees”** the Lay Trustees, the Sabbatical Trustees, the University Alumni Trustees, the Student Trustees and the University Trustee;
- 1.34 **“University Alumni Trustees”** a Trustee appointed in accordance with Article 17 who must have graduated from the University 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;
- 1.35 **“University of Birmingham”** the University of Birmingham constituted by Royal Charter dated 24 March 1900; and
- 1.36 **“University Trustee”** a Trustee appointed, ex-officio, by the University.
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 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 to be a Sabbatical Officers; and/or
 - 4.2 on the expiry of at least seven clear days' written notice given by him or her to the Secretary of his or her 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 fourteen Trustees. Whenever the total number of Trustees falls below fourteen, the Trustees shall appoint or elect new Trustees in accordance with Articles 25 to 27 to ensure that 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 four Sabbatical Trustees, elected in accordance with Article 9;
 - 8.2 not more than three Student Trustees, elected in accordance with Article 11;
 - 8.3 not more than three Lay Trustees, appointed in accordance with Article 15;
 - 8.4 not more than three University Alumni Trustees appointed in accordance with Article 17; and
 - 8.5 One University Trustee such as the Registrar and Secretary, ex officio, appointed by the University from time to time.

Sabbatical Trustees

9. The four Sabbatical Trustees shall be the President and three Vice Presidents 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 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 three Student Trustees shall be elected by the Guild Council from such persons as have been nominated by the Appointments Panel provided that the election of each Student Trustee is approved by a 75% majority in a vote of the Guild Council. There should be at least one undergraduate and one postgraduate student.
12. Each Student Trustee must be a Student at the time of his or her election (and shall continue to be a Student for the duration of his or her 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.

Lay Trustees

15. Up to three Lay Trustees shall be appointed by a simple majority vote of the Appointments Panel. Unless their appointment is terminated in accordance with Articles 20 or 23, Lay Trustees shall remain in office for a term of up to three years calculated from the date of appointment.
16. A Lay 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 Lay Trustee shall be by the same process in place for any other appointment of a Lay Trustee.

University Alumni Trustees

17. Up to three University Alumni Trustees shall be appointed by a simple majority vote of the Appointments Panel. Unless their appointment is terminated in accordance with Articles 20 or 23, University Alumni Trustees shall remain in office for a term of up to three years calculated from the date of appointment.
18. A University Alumni 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 University Alumni Trustee shall be by the

same process in place for any other appointment of a University Alumni Trustee.

Disqualification, Removal or Resignation of Trustees

19. The office of a Trustee shall be vacated if:
 - 19.1 he or she ceases to be a Trustee by virtue of any provision of the Companies Acts or he or she becomes prohibited by law from being a Trustee;
 - 19.2 he or she is disqualified under the Charities Act 1993 from acting as a Trustee;
 - 19.3 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
 - 19.4 in the case of a Student Trustee, he or she ceases to be a Student;
 - 19.5 the Trustees reasonably believe he or she is suffering from mental disorder and is incapable of acting and they resolve that he or she be removed from office;
 - 19.6 he or she resigns 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 he or she fails 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 be removed for this reason.

Removal of Trustees by the Members or the Guild

20. The office of a Trustee save for the University Trustee shall be vacated if:
 - 20.1 a motion of no confidence in the Trustee is passed by a simple majority of Members voting in a Referendum, provided that 10% or more of Members cast a vote in the Referendum. Such a motion shall only be triggered by a petition of no confidence signed by at least 3% - 5% of Members; or
 - 20.2 a motion of no confidence in the Trustee is passed by a two thirds majority in a vote of Guild Council. Such a motion shall only be triggered by a petition of no confidence signed by a two thirds majority of members of the Scrutiny Committee.
21. Subject to Article 24 below, where the Trustee removed under Articles 20.1 or 20.2 above is a Sabbatical Trustee, he or she shall be removed both from his or her remunerated sabbatical position and as a Trustee.

Removal of Trustees by the Board

22. 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 Trustees and the Student Trustees. For the avoidance of doubt, the Trustee concerned shall not

vote on this resolution and the quorum in Article 86 shall be adjusted accordingly.

23. The office of Lay Trustee or University Alumni Trustee shall be vacated if a unanimous resolution of no confidence is passed by the Trustees. For the avoidance of doubt, the Trustee concerned shall not vote on this resolution and the quorum in Article 86 shall be adjusted accordingly.

Rights of Removed Trustee

24. A Trustee who is removed under Articles 22 or 23 shall have the following rights:
 - 24.1 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
 - 24.2 a Trustee removed from office shall be entitled to appeal the decision to remove him or her to an Appeal Committee within 14 days of the resolution. The selection of the members of the Appeal Committee and its procedures will be as set out in the Bye-Laws.

Replacement of Trustees

25. In the event of a vacancy on the Board of Trustees:
 - 25.1 if a Lay Trustee or a University Alumni Trustee resigns, is disqualified or is removed from office, a Lay Trustee or a University Alumni Trustee shall be appointed to the vacancy in accordance with Articles 15 and 17 respectively; and
 - 25.2 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.
26. If a Sabbatical Trustee resigns, is disqualified or removed from office, an election to fill the vacancy that will result on the Board of Trustees shall be held in accordance with the Bye-Laws. For the avoidance of doubt, any person elected under this Article shall not be required to assume any other responsibilities of the Sabbatical Trustee.
27. 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

28. 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.
29. The Board of Trustees' powers under Article 28 shall include but not be limited to ultimate responsibility for:
 - 29.1 the management and administration of the Guild;
 - 29.2 the governance of the Guild;
 - 29.3 the budget of the Guild; and
 - 29.4 strategy of the Guild.
30. 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.
31. All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was 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.
32. Subject to the Articles the Trustees may regulate their proceedings as they think fit.

Bye-Laws

33. The Board of Trustees and the Guild Council (subject to the approval of the 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 affairs, the duties of any officers or employees of the Guild, as to the conduct of business by the Trustees, the Guild Council, 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 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.

Guidance and Strategy Documents

34. The Trustees shall have the power from time to time to make, repeal or alter Guidance and Strategy Documents provided that such Guidance 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

35. 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.
36. 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.

Delegation to Committees

37. In the case of delegation to committees:
- 37.1 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);
- 37.2 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;
- 37.3 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;
- 37.4 all delegations under this Article shall be variable or revocable at any time;
- 37.5 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
- 37.6 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.
38. 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 it shall think fit whether or not requiring a signature of any Trustee.

39. 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.
40. 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:
 - 40.1 Finance Committee;
 - 40.2 Remuneration and HR Committee;
 - 40.3 Appointments Panel.

Delegation of day to day management powers

41. In the case of delegation of the day to day management of the Guild to a Chief Executive or other managers or officers:
 - 41.1 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;
 - 41.2 the Trustees shall provide the manager with a description of his or her role and the extent of his or her authority; and
 - 41.3 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

42. Articles 43 to 78 shall apply to Members' meetings.

General meetings

43. 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 10% 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

44. Unless Article 47 applies, all general meetings shall be called by at least 14 clear days' notice unless the Companies Acts require a longer notice period.
45. 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

46. 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 rights to appoint another person as his or her proxy at a general meeting.

Service of notice

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

Manner of serving notice

48. Notice of general meetings shall be served in accordance with Articles 82 to 86.

Quorum

49. 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

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

Chair

51. 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 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 save that a proxy holder shall not be entitled to be appointed chair.

Adjournment

52. The 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

53. 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:

53.1 by the chair; or

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

53.3 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.

54. 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.

55. 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.

56. A poll shall be taken as the chair directs and he or she 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.

57. 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.

58. 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

59. On a show of hands and on a poll every Member present in person or by proxy shall have one vote.
60. No Member may vote on any matter in which he or she has 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.
61. 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 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.
62. 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

63. 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 Member appointing the proxy:

Address:

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 meeting of the Guild to be held on [date], and at any adjournment thereof.

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, the proxy may vote as he or she thinks fit or abstain from voting.

Signed/Executed:

Dated:”

- 64. Unless a proxy notice indicates otherwise, it must be treated as:
 - 64.1 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
 - 64.2 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.
- 65. 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:
 - 65.1 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
 - 65.2 in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:

- 65.2.1 in the notice convening the meeting; or
- 65.2.2 in any instrument of proxy sent out by the Guild in relation to the meeting; or
- 65.2.3 in any invitation contained in an electronic communication to appoint a proxy issued by the Guild in relation to the meeting

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

- 65.3 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
- 65.4 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.

- 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.
- 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.
- 68. An appointment under a proxy notice may be revoked by delivering to the Guild a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking a proxy instrument only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

Remote attendance at general meetings

- 69. 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.

Written resolutions

70. Subject to Article 71, a written resolution of the Guild passed in accordance with these Articles 70 to 78 shall have effect as if passed by the Guild in general meeting.
71. A Members' resolution under the Companies Acts removing a Trustee or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
72. 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.
73. 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.
74. 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.
75. 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.
76. A Member signifies their agreement to a proposed written resolution when the Guild receives from him or her an authenticated document identifying the resolution to which it relates and indicating his or her agreement to the resolution provided that:
 - 76.1 if the document is sent to the Guild in hard copy form, it is authenticated if it bears the Member's signature; and
 - 76.2 if the document is sent to the Guild by electronic means, it is authenticated if it if the identity of the Member is confirmed in a manner specified by the Guild.
77. A written resolution is passed when the required majority of eligible Members have signified their agreement to it.
78. A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

Trustees' meetings

79. Articles 80 to 94 shall apply to Trustees' meetings.
80. The Trustees shall hold a minimum of six meetings in any Academic Year, with at least one in each three month period.

Notice

81. Four Trustees may, and the Secretary at the request of four Trustees shall, call a meeting of the Trustees.
82. 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.
83. Notice of Trustees' meetings shall be given to each Trustee.
84. 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.
85. Notice of Trustees' meetings shall be given in accordance with Articles 101 to 106 provided that each Trustee shall be deemed to have agreed to receive notice of Trustees' meetings by telephone.

Quorum

86. The quorum for Trustees' meetings until and including the Effective Date shall be four and such quorum must include the University Trustee. Thereafter, the quorum for Trustees' meetings may be fixed by the Trustees and, unless so fixed at any other number, shall be eight and such quorum must include at least three Sabbatical Trustees, at least one Student Trustee and at least four Trustees who are Lay Trustees, University Alumni Trustees or the University Trustee. Meetings of the Board of Trustees shall be in private, and shall not be attended by observers.

Chair

87. The Chair of the Board of Trustees shall be one of the Lay Trustees as set out in the Bye-Laws.
88. The President shall be the Vice-Chair of the Trustees.
89. In the absence of the Chair and the Vice-Chair another Trustee nominated by the Trustees present shall preside as chair of the meeting.

Decision making by Trustees at meetings

90. 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 may have.

Virtual meetings

91. Without prejudice to Article 94, 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.

Unanimous decisions by written/email resolution

92. 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:

92.1 all of the Trustees must signify their approval of the written resolution;

92.2 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

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

93. A resolution of the Trustees which is wholly or partly approved by email under Article 93 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:

93.1 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;

93.2 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;

93.3 following receipt of a response on any resolution from each of the Trustees, the Recipient shall circulate a further email to all of the Trustees confirming whether the resolution has been formally approved by the Trustees in accordance with this Article 93; and

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

Majority decisions without Trustees' meeting

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

94.1 If:

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

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

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

94.1.4 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 if had been taken at a Trustees' meeting duly convened and held.

94.2 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:

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

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

94.3 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.

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

94.4.1 may be in different places, and may participate at different times; and

94.4.2 may communicate with each other by any means.

94.5 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.

94.6 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.

94.7 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.

Guild Council

95. The Guild Council shall:

- 95.1 represent the voice of the Students;
- 95.2 subject to Article 99, set the policy of the Guild and refer policy to Referenda (in accordance with the Bye-Laws);
- 95.3 have the authority to approve amendments to the Bye-Laws in accordance with Article 33; and
- 95.4 receive a quarterly report from the Trustees.
- 96. The composition of the Guild Council shall be as set out in the Bye-Laws.
- 97. The members of the Guild Council shall be elected in accordance with the Bye-Laws.
- 98. The Guild Council shall meet in accordance with the Bye-Laws.
- 99. Decisions made by Guild Council can only be overruled by the Board of Trustees on the following grounds:
 - 99.1 financial considerations;
 - 99.2 charity or education law or other legal requirements; or
 - 99.3 reputation of the Guild.

General

Conflicts of interest

- 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 94, 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 94, he or she must:
 - 100.1 declare an interest before discussion begins on the matter;
 - 100.2 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);
 - 100.3 in the case of Personal Interests not be counted in the quorum for that part of the meeting (or decision-making process); and
 - 100.4 in the case of Personal Interests withdraw during the vote and have no vote on the matter.

Irregularities

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

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:
- 102.1 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
- 102.2 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

103. The Trustees shall cause minutes to be made in books kept for the purpose:
- 103.1 of all appointments of officers made by the Trustees;
- 103.2 of all resolutions of the Guild and of the Trustees; and
- 103.3 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 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 Guild, be sufficient evidence of the proceedings.

104. The minutes of the meetings 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 of the minutes shall also be kept in the Guild's offices.

Records and accounts

105. The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 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:

- 105.1 annual reports;
- 105.2 annual returns; and
- 105.3 annual statements of account.

Communications by and to the Guild

- 106. Subject to the provisions of the Companies Acts and these Articles:
 - 106.1 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;
 - 106.2 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
 - 106.3 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.
- 107. 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:
 - 107.1 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
 - 107.2 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.
- 108. 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:

- 108.1 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
- 108.2 in the case of documents in electronic form, by sending them by electronic means:
 - 108.2.1 to an address notified to the Members for that purpose; and
 - 108.2.2 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.
- 109. 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 for which it was called.
- 110. Where a document or information is sent or supplied under the Articles:
 - 110.1 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;
 - 110.2 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
 - 110.3 is sent or supplied by means of a website, service or delivery shall be deemed to be effected when:
 - 110.3.1 the material is first made available on the website; or
 - 110.3.2 (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website.
- 111. Where any document or information has been sent or supplied by the Guild by electronic means and the Guild receives notice that the message is undeliverable:
 - 111.1 if the document or information has been sent to a Member 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 to the Member's postal address as shown in the Guild's register of Members, but may in its discretion choose to do so;
 - 111.2 in all other cases, the Guild will send a hard copy of the document or information to the Member's postal address as shown in the Guild's register of Members, or in the case of a recipient who is not a Member, to the last known postal address for that person; and

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

Indemnity

112. 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 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 in that capacity, but only to the extent permitted by the Companies Acts.

Trustees' indemnity insurance

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

Winding-up

114. 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.

Signatures, Names and Addresses of Subscribers

1. Signature:

Name:

Address:

Date:

[WITNESS to the above signature:

Signature:

Name:

Address:

Occupation:]

2. Signature:

Name:

Address:

Date:

[WITNESS to the above signature:

Signature:

Name:

Address:

Occupation:]

3. Signature:

Name:

Address:

Date:

[WITNESS to the above signature:

Signature:

Name:

Address:

Occupation:]