

	CONFIDENTIAL
Paper title:	Appointment of Provost
Board/Committee	Board of Governors
Date of meeting:	25 March 2021
Author:	David Phoenix, Vice Chancellor and CEO
Executive sponsor:	David Phoenix, Vice Chancellor and CEO
Purpose:	For approval
Recommendation:	The Board is requested to confirm the appointment of Professor Tara Dean as Provost.

Executive summary

After external search via Odgers and completion of the selection process, Prof Tara Dean is recommend for appointment as LSBU's Provost following the departure of Prof Pat Bailey at the end of the academic year. Her start date is to be confirmed.

The interview panel was chaired by Jerry Cope and included the Chair of MPIC and Vice Chair plus the Vice Chancellor and Chief People Officer. References have been obtained and are positive. The remuneration package is in line with that discussed by the Chair of RemCo and will be formally approved by RemCo.

Biography

Originally from Iran, Tara came to the UK aged 16, as an international student to complete her education. She completed her first degree in Biological Chemistry at the University of Essex and obtained her PhD from Kings College in London in 1989.

Following a post-doc at the National Heart and Lung Institute (now part of Imperial College), she moved to the University of Southampton to establish her own research team in the field of Asthma and Allergy. In 1996, she joined the late David Hide to establish the internationally-recognised Asthma and Allergy Research Centre on the Isle of Wight and completed her training in Epidemiology at the London School of Hygiene and Tropical Medicine. During her time at the Allergy Centre, she led on a number of seminal cohort studies focusing on epidemiological aspects of asthma and allergy, and also took up directorship of the Department of Health-funded

Research and Development Support Unit for South East Hampshire and Isle of Wight.

She joined University of Brighton in 2016 as Pro-Vice-Chancellor (Research and Enterprise) and has the strategic lead for all research and enterprise activities. Prior to joining University of Brighton, she held a number of senior positions at the University of Portsmouth including Dean of Research (2011-2014) and Dean of the Faculty of Science.

	CONFIDENTIAL
Paper title:	Governance review of LSBSU draft articles of association
Board/Committee:	Board of Governors
Date of meeting:	25 March 2021
Author(s):	Kerry Johnson, Governance Officer
Sponsor(s):	James Stevenson, Group Secretary
Purpose:	For Approval
Recommendation:	The Board is requested to approve the LSBSU draft articles of association in principle, subject to the approval of the above amendments by the Chair of the Finance, Planning and Resources Committee, as recommended by the Governance Team.

Executive Summary

The Governance Team has undertaken a review of the draft LSBSU Articles of Association. As part of this process, external advice was taken from Veale Wasbrough Vizards LLP (VWV).

The overall conclusion provided by VWV is as follows:

“Our view is that the proposed incorporation of the SU will not lead to LSBU incurring any liability and should not lead to any loss of control over the SU. Subject to our specific comments [below] on the Articles, and the Bye-Laws containing the same provisions as the current Regulations, we consider that the level of LSBU's control will remain the same.

The fact that the SU is considering incorporating and operating via a limited company should, in our view, give some comfort to the Governors. This is because the company will give the SU the ability to contract in a clearer and easier way with third parties, including LSBU, and will mean that the company itself will incur liabilities to third parties (and can sue and be sued) rather than these liabilities being incurred by individuals.”

There are a very limited number of technical areas that require further review to ensure that LSBU is able to fully comply with its obligations under the 1994 Act. These changes will be carried out in partnership with LSBSU.

Summary of recommended amendments

- Article 8.2.5 to make clear that LSBU's approval is required prior to any special resolution to adopt amendments to the Articles.
- Inclusion of a requirement for LSBU to approve changes to the Bye-Laws.
- Clarify whether LSBU approval is required before the SU can establish any subsidiary companies or trusts.
- Existing funding agreement terms to be novated between LSBU and LSBSU, to come into effect simultaneously with completion of the incorporation.
- Ensure that the existing funding agreement is reflected in the draft Articles and Bye-Laws e.g. by adding to the Articles the requirement for the SU to obtain the prior consent of the University to any borrowing.

The full advice note from VWV is available on request from the Governance Team.

Recommendation

The Board is requested to approve the LSBSU draft articles of association in principle, subject to the approval of the above amendments by the Chair of the Finance, Planning and Resources Committee, as recommended by the Governance Team.

Appendix 2

- i. The Companies Act 2006
 - ii. Company Limited by Guarantee and not having a Share Capital
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- (i) Articles of Association**
 - (ii) of**
 - (iii) South Bank Students' Union Ltd**
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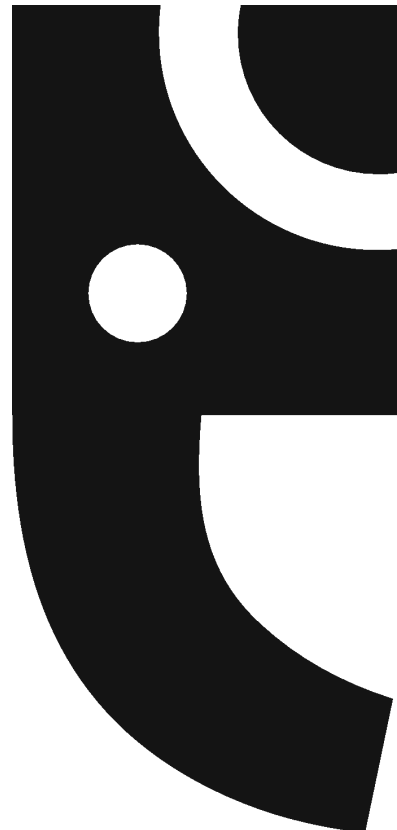


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The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of South Bank Students' Union Ltd

BACKGROUND

- A. **South Bank Students' Union Ltd** (the "Union") is a students' union within the meaning of the Education Act 1994. The Union is devoted to the educational interests and welfare of its Student Members.
- B. The Union will seek at all times to:
- (i) ensure that the diversity of its Student Membership is recognised and that equal access is available to all Student Members of whatever origin or orientation;
 - (ii) pursue its aims and objectives independent of any political party or religious group; and
 - (iii) pursue equal opportunities by taking positive action within the law to facilitate participation of groups discriminated against by society.
- C. These Articles have been structured to give the Board of Trustees reasonable authority to manage the affairs of the Union in a professional manner. The Student 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 Student Members.
- D. Under the Education Act 1994, London South Bank University has a statutory duty to ensure that the Union operates in a fair and democratic manner and is held to proper account for its finances. The Union therefore works alongside London South Bank University in ensuring that the affairs of the Union are properly conducted and that the educational and welfare needs of the Union's Student Members are met.

PART 1

KEY CONSTITUTIONAL PROVISIONS

2 Definitions and Interpretation

- 2.1 The meanings of any defined terms used in these Articles are set out in Article 56. If any dispute arises in relation to the interpretation of these Articles or any of the Bye-Laws, it shall be resolved by the Board of Trustees.

3 Objects

The objects of the Union are the advancement of education of Students at London South Bank University for the public benefit by:

- 3.1 promoting the interests and welfare of Students at London South Bank University during their course of study and representing, supporting and advising Students;
- 3.2 being the recognised representative channel between Students and London South Bank University and any other external bodies; and
- 3.3 providing social, cultural, sporting and recreational activities and forums for discussions and debate for the personal development of its Students.

4 Powers

To further its objects, but not to further any other purpose, the Union may:

- 4.1 provide services and facilities for Students;
- 4.2 establish, support, promote and operate a network of student activities for Students;
- 4.3 support any RAG or similar fundraising activities carried out by Students for charitable causes, including the provision of administrative support, banking facilities and acting as a holding trustee of any funds raised;
- 4.4 alone or with other organisations:
- 4.4.1 carry out campaigning activities;
 - 4.4.2 seek to influence public opinion; and
 - 4.4.3 make representations to and seek to influence governmental and other bodies and institutions

regarding the reform, development and implementation of appropriate policies, legislation and regulations, provided that all such activities shall be confined to the activities which an English and Welsh charity may properly undertake and provided that the Union complies with the Education Act and any guidance published by the Charity Commission;

- 4.5 provide or procure the provision of advice, counselling and guidance;

- 4.6 write, make, commission, print, publish or distribute materials or information in any medium or assist in these activities;
- 4.7 promote, initiate, develop or carry out education and training and arrange, provide or assist with 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 appoint others to provide advice, guidance, representation and advocacy;
- 4.10 enter into contracts to provide services to or on behalf of other bodies;
- 4.11 co-operate with other charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 4.12 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;
- 4.13 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 Union's objects);
- 4.14 undertake and execute charitable trusts;
- 4.15 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 4.16 pay out of the funds of the Union the costs of forming and registering the Union;
- 4.17 accept (or disclaim) gifts of money and any other property;
- 4.18 raise funds by way of subscription, donation or otherwise;
- 4.19 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;
- 4.20 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 (in exercising this power the Union must comply as appropriate with the Charities Act 2011);
- 4.21 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Union must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 4.22 make grants or loans of money and give guarantees;
- 4.23 set aside funds for special purposes or as reserves against future expenditure, and impose restrictions, which may be revocable or irrevocable, on the use of any property of the Union, including (without limitation) by creating permanent endowment;

- 4.24 invest and deal with the Union's money not immediately required for its objects in or upon any investments, securities, or property;
- 4.25 delegate the management of investments to an appropriately experienced and qualified Financial Expert provided that:
 - 4.25.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
 - 4.25.2 every transaction is reported in a timely manner to the Trustees;
 - 4.25.3 the performance of the investments is reviewed regularly by the Trustees;
 - 4.25.4 the Trustees are entitled to cancel the delegation at any time;
 - 4.25.5 the investment policy and the delegation arrangements are reviewed regularly;
 - 4.25.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified in a timely manner to the Trustees on receipt; and
 - 4.25.7 the Financial Expert may not do anything outside the powers of the Trustees;
- 4.26 arrange for investments or other property of the Union to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 4.27 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;
- 4.28 open and operate bank accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute negotiable instruments such as promissory notes or bills of exchange;
- 4.29 trade in the course of carrying out any of its objects and carry on any other trade which is not expected to give rise to taxable profits;
- 4.30 incorporate and acquire subsidiary companies to carry on any trade;
- 4.31 subject to Article 4 (Limitation on private benefits):
 - 4.31.1 engage and pay employees, consultants and professional or other advisers; and
 - 4.31.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and former employees of the Union and to their spouses and dependants;
- 4.32 insure the property of the Union against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Union;
- 4.33 provide indemnity insurance for the Trustees or any other officer of the Union in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 189 shall be treated as references to officers of the Charity); and

4.34 do all such other lawful things as may further the Union's objects.

5 Limitation on private benefits

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

PERMITTED BENEFITS TO COMPANY LAW MEMBERS, TRUSTEES AND CONNECTED PERSONS

5.2 No part of the income and property of the Union may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Company Law Member unless the payment is permitted by Articles 4.3 or 4.4.

5.3 No Trustee may:

5.3.1 sell goods, services or any interest in land to the Union;

5.3.2 be employed by, or receive any remuneration from, the Union; or

5.3.3 receive any other financial benefit from the Union;

unless the payment is permitted by Article 4.4 or authorised by the court or the Charity Commission.

5.4 A Trustee may receive the following benefits from the Union:

5.4.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from the Union in their capacity as a beneficiary of the Union;

5.4.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by the Union for, or may pay out of the Union's property, reasonable expenses properly incurred by them when acting on behalf of the Union;

5.4.3 a Sabbatical Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration for any goods or services supplied to the Union on the instructions of the Trustees provided that:

(a) for the avoidance of doubt, the authorisation under this provision shall extend to the remuneration of Sabbatical Trustees and persons Connected with a Trustee under contracts of employment with the Union;

(b) the amount or maximum amount of the remuneration is set out in an agreement in writing between the Union and the Sabbatical Trustee or person Connected with a Trustee providing the goods or services (which for the avoidance of doubt may be a contract of employment);

(c) before entering into the agreement described at Article 4.4.3(b) the Trustees must be satisfied that it would be in the best interests of the Union for the goods or services to be provided by the Sabbatical Trustee or the person Connected with a Trustee for the amount or maximum amount set out in that agreement;

- (d) subject to Article 4.4.3(a), the authorisation under this provision shall not extend to the service of acting as Trustee;
 - (e) if the person being remunerated is a Trustee the procedure described in Article 45 (Conflicts of interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision;
 - (f) if the person being remunerated is a person Connected with a Trustee the procedure described in Article 45 (Conflicts of interest) must be followed by the relevant Trustee in relation to any decisions regarding such person;
 - (g) this provision may not apply to more than half of the Trustees in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee); and
 - (h) at all times the provisions of the Education Act are complied with;
- 5.4.4 a Trustee or a person who is Connected with a Trustee may receive interest at a reasonable and proper rate on money lent to the Union;
- 5.4.5 a Trustee or a person who is Connected with a Trustee may receive reasonable and proper rent for premises let to the Union;
- 5.4.6 the Union may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.33; and
- 5.4.7 a Trustee or other officer of the Union may receive payment under an indemnity from the Union in accordance with the indemnity provisions set out at Article 55;
- 5.4.8 provided that where benefits are conferred under Article 4.4, Article 45 (Conflicts of interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

6 Liability of Company Law Members

The liability of each Company Law Member is limited to £1, being the amount that each Company Law Member undertakes to contribute to the assets of the Union in the event of its being wound up while they are a Company Law Member or within one year after they cease to be a Company Law Member, for:

- 6.1 payment of the Union's debts and liabilities contracted before they cease to be a Company Law Member;
- 6.2 payment of the costs, charges and expenses of winding up; and
- 6.3 adjustment of the rights of the contributories among themselves.

7 Dissolution

- 7.1 At any time before, and in expectation of, the winding up or dissolution of the Union, the Trustees may resolve that any net assets of the Union after all its debts and liabilities

have been paid, or provision made for them, shall on the dissolution or winding up of the Union be applied or transferred in any of the following ways:

7.1.1 directly for the objects of the Union; or

7.1.2 to any charity or charities:

(a) for purposes similar to the objects of the Union; or

(b) for use for particular purposes that fall within the objects of the Union.

7.2 In no circumstances shall the net assets of the Union be paid to or distributed among the Company Law Members of the Union under this Article 6.

7.3 If no resolution is passed in accordance with Article 6.1, the net assets of the Union shall be applied for such charitable purposes as are directed by the Charity Commission.

8 Reviewing and Amending the Articles

8.1 London South Bank University shall be required to review the provisions of these Articles at intervals of not more than five years.

8.2 Any amendment to the Articles shall require the following:

8.2.1 The circulation by the Board of Trustees of a proposal to amend the Articles to all the Student Members (the "Proposal");

8.2.2 A period of time (as set out in the Bye-Laws) during which any amendments to the Proposal may be submitted to the Board of Trustees by any Student Member;

8.2.3 The circulation by the Board of Trustees to all the Student Members of a resolution to approve either the Proposal or a revised Proposal incorporating those amendments submitted in accordance with Article 7.2.2 which the Board of Trustees in their absolute discretion have accepted;

8.2.4 A resolution passed at a Student Members' meeting or in a Referendum by a two thirds majority vote approving the Proposal or the revised Proposal (as the case may be);

8.2.5 The approval of London South Bank University; and

8.2.6 A special resolution of the Company Law Members making the amendments to the Articles that have been approved by resolution of the Student Members in accordance with Article 7.2.4.

PART 2

MEMBERSHIP

9 Members of the Union

9.1 The Members of the Union shall be as follows:

9.1.1 the Student Members; and

9.1.2 the Company Law Members.

9.2 The Union may also have associate members in accordance with Article 13.

BECOMING AND CEASING TO BE A STUDENT MEMBER

10 Student Members

10.1 The Student Members shall be as follows:

10.1.1 each and every Student who has not opted out by notifying London South Bank University or the Union of their wish not to be a Student Member shall be deemed to be a Student Member in accordance with section 22 of the Education Act; and

10.1.2 the Sabbatical Officers.

10.2 The names of the Student Members shall be entered in the register of Student Members.

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

11 Termination of Student Membership

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

11.1 they cease to be a Student. For the avoidance of doubt, this will include the situation where a Student Member's Student status with London South Bank University is revoked by London South Bank University;

11.2 they cease to be a Sabbatical Officer;

11.3 they opt out of Student Membership by giving written notice to the Union or London South Bank University in accordance with the Bye-Laws (and such membership shall terminate on the date specified in the notice, or the date of the notice, whichever is later);
or

11.4 a decision is made to remove them from Student Membership of the Union in accordance with the Union's code of conduct or disciplinary procedure for Student Members.

BECOMING AND CEASING TO BE A COMPANY LAW MEMBER

12 Trustees as Company Law Members

- 12.1 Until and including the Effective Date, the subscribers to the Memorandum of Association of the Union shall be the Company Law Members. Thereafter, the Trustees from time to time shall be the only Company Law Members.
- 12.2 A Trustee shall become a Company Law Member on becoming a Trustee. In agreeing to become a Trustee, each new Trustee is also agreeing to become a Company Law Member.
- 12.3 The names of the Company Law Members must be entered in the register of Company Law Members.

13 Termination of Company Law Membership

- 13.1 A Company Law Member shall automatically cease to be a Company Law Member when they cease to be a Trustee.
- 13.2 Company Law Membership is not transferable and shall cease on death.

ASSOCIATE MEMBERS

14 Associate members

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

CODE OF CONDUCT

15 Code of Conduct

- 15.1 The Board of Trustees shall establish and monitor a "code of conduct" and "disciplinary procedure" that all Student Members shall be required to adhere to, including when Student Members are involved in activities or at events that are administered or organised by the Union.
- 15.2 The code of conduct and/or disciplinary procedure for Student Members may include a range of sanctions for breach of the code of conduct by a Student Member, including the suspension or removal of some or all of the rights and privileges of Student Membership, including the holding of office.

PART 3
REFERENDA

16 Referendums

- 16.1 A Referendum may be called on any issue by:
- 16.1.1 a resolution of the Trustees;
 - 16.1.2 a majority vote of the Union Council; or
 - 16.1.3 subject to Articles 24.1 and 26.4.1, a Secure Petition signed or agreed to by at least 150 Student Members.
- 16.2 Subject to Articles 24.1 and 26.4.1, a resolution may only be passed by Referendum if at least 5% Student Members cast a vote in the Referendum and a simple majority of the votes cast are in favour of the resolution.
- 16.3 Referendums shall be conducted in accordance with these Articles and the Bye-Laws.
- 16.4 Subject to Article 28.3, the Student Members may set Policy by Referendums. Policy set by Referendums may overturn Policy set by the Union Council and Policy set by the Student Members at a Student Members' meeting.

PART 4

MEETINGS

STUDENT MEMBERS' MEETINGS

17 Members' meetings

- 17.1 The Union must hold an annual Student Members' meeting once in each Academic Year which shall be called and held in accordance with the Bye-Laws. The annual Student Members' meeting shall be held at such time and place as the Trustees shall think suitable to allow the maximum number of Student Members to attend (and may be held wholly or partly virtually for example by video conferencing or through online meeting software).
- 17.2 The notice of the annual Student Members' meeting must state the business to be transacted which shall include:
- 17.2.1 ratification of minutes of the previous annual Student Members' meeting;
 - 17.2.2 receiving the report of the Trustees on the Union's activities since the previous annual Student Members' meeting;
 - 17.2.3 formally presenting the accounts of the Union to the Student Members;
 - 17.2.4 approving the list of affiliations of the Union; and
 - 17.2.5 open questions to the Trustees by the Student Members.
- 17.3 The Union may hold other Student Members' meetings in addition to the annual Student Members' meeting. Such meetings shall be called and held in accordance with the Bye-Laws.
- 17.4 For the avoidance of doubt, any Student Members' meeting held under this Article 16 shall not be a Company Law Meeting of the Union for the purposes of the Companies Acts.

COMPANY LAW MEETINGS

18 Company Law Meetings

- 18.1 The Trustees may call a Company Law Meeting at any time.
- 18.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts and may be held wholly or partly virtually (for example by video conferencing or through online meeting software).
- 18.3 A Company Law Meeting is likely to only be required where the Union wishes to pass a company law resolution (other than by way of written resolution) in accordance with the Articles and/or the Companies Acts, for example a resolution to amend the Union's Articles of Association.

WRITTEN RESOLUTIONS

19 Written Resolutions

19.1 Subject to this Article 18, a written resolution agreed by:

19.1.1 Company Law Members representing a simple majority; or

19.1.2 (in the case of a special resolution) Company Law Members representing not less than 75%;

of the eligible Company Law Members shall be effective.

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

19.3 A written resolution is not a special resolution unless it states that it is proposed as a special resolution.

Circulation

19.4 A copy of the proposed written resolution must be sent to every eligible Company Law Member together with a statement informing the Company Law Member how to signify their agreement and the date by which the resolution must be passed if it is not to lapse.

19.5 In relation to a resolution proposed as a written resolution of the Union the eligible Company Law Members are the Company Law Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.

19.6 The required majority of eligible Company Law Members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date. A written resolution is passed when the required majority of eligible Company Law Members have signified their agreement to it.

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

Signifying agreement

19.8 A Company Law Member signifies their agreement to a proposed written resolution when the Union receives from them (or from someone acting on their behalf) an authenticated document:

19.8.1 identifying the resolution to which it relates; and

19.8.2 indicating the Company Law Member's agreement to the resolution.

19.9 For the purposes of Article 18.8:

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

19.9.2 a document sent or supplied in Electronic Form is sufficiently authenticated if:

(a) the identity of the sender is confirmed in a manner specified by the Union;
or

- (b) where no such manner has been specified by the Union, if the communication contains or is accompanied by a statement of the identity of the sender and the Union has no reason to doubt the truth of that statement.

19.10 If the Union gives an electronic address in any document containing or accompanying a written resolution, it will be deemed to have agreed that any document or information relating to that resolution may be sent by Electronic Means to that address (subject to any conditions or limitations specified in the document).

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PART 5

TRUSTEES

APPOINTMENT AND RETIREMENT OF TRUSTEES

20 Appointment of Trustees

Those persons notified to the Registrar of Companies as the first directors of the Union shall be the first Trustees until and including the Effective Date. On the day immediately following the Effective Date, those persons elected and/or appointed by the Unincorporated Charity as its board of trustees for the academic year 2021/2022 shall be the Trustees of the Union and shall be deemed to be the Union's Sabbatical Trustees, Student Trustees and External Trustees as appropriate for the purposes of these Articles. Thereafter, the Trustees shall be made up of the following persons:

- 20.1 not more than four Sabbatical Trustees, elected in accordance with Article 20;
- 20.2 at least two but not more than four Student Trustees, elected in accordance with Article 21; and
- 20.3 at least two but not more than four External Trustees, appointed in accordance with Article 22.

21 Sabbatical Trustees and Officers

- 21.1 Sabbatical Officers shall be elected by secret ballot by the Student Members at an election to be held in accordance with the Bye-Laws. The Sabbatical Officers shall be elected to posts specified in the Bye-Laws.

The Sabbatical Officers from time to time shall be the Sabbatical Trustees. Except where otherwise indicated, references in these Articles to "Sabbatical Trustees" are to individuals acting solely in their capacity as Sabbatical Trustees.

- 21.2 The Sabbatical Officers 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, a Sabbatical Officer may be re-elected for a maximum further term of one year by the Student Members at an election to be held in accordance with the Bye-Laws. For the avoidance of doubt, a Sabbatical Officer's terms of office may be either consecutive or non-consecutive. An outgoing Sabbatical Officer may not seek reappointment as an External Trustee until at least one year has passed since their last term as a Sabbatical Officer ended.
- 21.3 Each Sabbatical Officer must be a Student or a Sabbatical Officer at the time of their election. In accordance with Article 9, each Sabbatical Officer shall become a Student Member on commencement of their appointment or re-appointment as a Sabbatical Officer. Such Student Membership shall cease when the Sabbatical Officer ceases to be a Sabbatical Officer.
- 21.4 The Sabbatical Officers shall be deemed to be "major union office holders" for the purposes of Section 22 of the Education Act.

- 21.5 At the same time as commencing the term of office as a Sabbatical Officer, the Sabbatical Officer will enter into a contract of employment with the Union for a term to be determined by the Bye-Laws. The duties and method of remuneration of each Sabbatical Officer shall be as set out in the Bye-Laws.

22 Student Trustees

- 22.1 Subject to Article 21.3 below, Student Trustees shall be elected by secret ballot by the Student Members at an election to be held in accordance with the Bye-Laws.
- 22.2 Each Student Trustee must be a Student and Student Member at the time of their election and for the duration of their term as a Student Trustee.
- 22.3 Student Trustees shall remain in office for a term of two years commencing in accordance with the Bye-Laws. The term of office may be shorter or longer on a transitional basis to coincide with the alteration of the year start or end.
- 22.4 A Student Trustee may serve a maximum of two consecutive terms. For the avoidance of doubt, time served as a Sabbatical Trustee or an External Trustee shall not count when calculating the maximum term of office of a Student Trustee.

23 External Trustees

- 23.1 External Trustees shall be appointed by a simple majority vote of the Appointments Committee provided that the appointment of each External Trustee is ratified by a two thirds majority vote of the Union Council. For the avoidance of doubt, such appointment shall not take effect until it has been ratified by the Union Council.
- 23.2 External Trustees shall remain in office for a term of up to four years commencing in accordance with the Bye-Laws.
- 23.3 External Trustees may serve for a maximum of two terms which may either be consecutive or non-consecutive. For the avoidance of doubt, time served as a Sabbatical Trustee or a Student Trustee shall not count when calculating the maximum term of office of an External Trustee.

24 Disqualification, Resignation and Removal of Trustees

The office of a Trustee shall be immediately vacated if:

- 24.1 they cease to be a company director by virtue of any provision of the Companies Act 2006 or are prohibited from being a company director by law;
- 24.2 they are disqualified under the Charities Act 2011 from acting as a trustee of a charity;
- 24.3 in the case of a Sabbatical Trustee, they cease to be a Sabbatical Officer and/or an employee of the Union, howsoever their office or employment ceases;
- 24.4 in the case of a Student Trustee, they cease to be a Student;
- 24.5 in the case of a Sabbatical Trustee or a Student Trustee, they cease to be a Student Member for any reason (including without limitation where they are removed as a Student Member in accordance with the Union's code of conduct or disciplinary procedure for Student Members);

- 24.6 they resign by notice in writing to the Union (but only if at least four Trustees will remain in office when the notice of resignation is to take effect);
- 24.7 the Trustees reasonably believe the Trustee has become physically or mentally incapable of managing their own affairs and they resolve that the Trustee be removed from office;
- 24.8 they fail to attend three consecutive meetings of the Trustees and the Trustees resolve that the Trustee be removed for this reason;
- 24.9 they cease to be a Company Law Member;
- 24.10 in the case of an External Trustee, they become a Student;
- 24.11 in the case of an External Trustee, they become an employee of the Union or of the University; or
- 24.12 they are removed from office under Articles 24 or 25 or 26.

25 Removal of Student Trustees or External Trustees by the Student Members or the Union Council

The office of a Student Trustee or an External Trustee shall be vacated if:

- 25.1 a motion of no confidence in that Trustee is passed by a simple majority of the Student Members voting in a Referendum, provided that at least 5% of Student Members cast a vote in the Referendum. Such a motion shall only be triggered by a Secure Petition signed or agreed to by at least 150 Student Members; or
- 25.2 a motion of no confidence in that Trustee is passed by a two thirds majority in a vote of the Union Council. Such a motion shall only be triggered by a Secure Petition signed or agreed to by at least 150 Student Members.

26 Removal of External Trustees by the Board

- 26.1 The office of an External Trustee shall be vacated if a resolution to remove that Trustee is passed by a majority of the other Trustees. For the avoidance of doubt, the Trustee concerned and any Trustee who has a conflict of interest in relation to the matter shall not vote on this resolution and the quorum shall be adjusted accordingly in accordance with Article 41.
- 26.2 A resolution to remove an External Trustee in accordance with Article 25.1 shall not be passed unless the Trustee concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard by or making written representations to the Trustees.

27 Removal of Sabbatical Officers

A Sabbatical Officer shall be removed from office if they:

- 27.1 resign or die;
- 27.2 their contract of employment (referred to at Article 20.5) terminates for any reason;
- 27.3 they cease to be a Student Member for any reason (including without limitation where they are removed from Student Membership of the Union in accordance with the Union's code of conduct or disciplinary procedure for Student Members);
- 27.4 they are removed from office as a Sabbatical Officer by
 - 27.4.1 a motion of no confidence in the Sabbatical Officer passed by a simple majority of the Student Members voting in a Referendum, provided that at least 5% Student Members cast a vote in the Referendum. Such a motion shall only be triggered by a Secure Petition signed or agreed to by at least 150 Student Members; or
 - 27.4.2 a motion of no confidence in the Sabbatical Officer is passed by a two thirds majority in a vote of the Union Council. Such a motion shall only be triggered by a Secure Petition signed or agreed to by at least 150 Student Members;
- 27.5 provided that such removal shall be subject to the Union having first carried out any steps it is required to take under the Sabbatical Officer's contract of employment and/or the applicable disciplinary procedure and otherwise in accordance with good employment practice.

28 Replacement of Trustees

- 28.1 If a Sabbatical Trustee resigns, is disqualified or is removed from office at any time prior to the commencement of the Academic Year, the vacancy that results on the Board of Trustees shall be filled in accordance with the Bye-Laws.
- 28.2 If a Sabbatical Trustee resigns, is disqualified or is removed from office after the commencement of the Academic Year the vacancy shall remain until the next elections are held.
- 28.3 If a Student Trustee resigns, is disqualified or is removed from office, a Student Trustee may be elected to the vacancy in accordance with Article 21.1 or by the Union Council from such persons as have been nominated by the Appointments Committee provided that the election of each Student Trustee is approved by a two thirds majority of the Union Council.
- 28.4 If an External Trustee resigns, is disqualified or is removed from office, an External Trustee shall be appointed to the vacancy in accordance with Article 21.1.

TRUSTEES' POWERS AND RESPONSIBILITIES

29 Trustees' general authority

- 29.1 The Board of Trustees is responsible for the management and administration of the Union and (subject to the Education Act, these Articles and the Bye-Laws) may exercise all the powers of the Union.
- 29.2 The Board's powers under Article 28.1 shall include but not be limited to responsibility for:

- 29.2.1 the governance of the Union;
 - 29.2.2 the budget of the Union; and
 - 29.2.3 the strategy of the Union.
- 29.3 The Board of Trustees may override any decision or Policy made by the Student Members at a Student Members' meeting or by Referendum or by the Union Council which the Trustees consider (in their absolute discretion):
- 29.3.1 has or may have any financial implications for the Union;
 - 29.3.2 is or may be in breach of, contrary to or otherwise inconsistent with charity or education law or any other legal requirements (including ultra vires);
 - 29.3.3 is not or may not be in the best interests of the Union or all or any of its charitable objects; or
 - 29.3.4 will or may otherwise affect the discharge of any or all of the responsibilities referred to in Article 28.2.
- 29.4 No alteration of these Articles or the Bye-Laws shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.
- 29.5 All acts done by a meeting of Trustees, or of a committee of the Trustees, shall be valid, even if it is later discovered that any Trustee who participated in the vote:
- 29.5.1 was not properly appointed;
 - 29.5.2 was disqualified from holding office;
 - 29.5.3 had vacated office; or
 - 29.5.4 was not entitled to vote.

30 Trustees may delegate

- 30.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.
- 30.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Union to any person or committee.
- 30.3 Any delegation by the Trustees may be:
 - 30.3.1 by such means;
 - 30.3.2 to such an extent;
 - 30.3.3 in relation to such matters or territories; and
 - 30.3.4 on such terms and conditions
- 30.4 as they think fit.

- 30.5 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.
- 30.6 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 30.7 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Union for such purposes and on such conditions as they determine.

31 Committees

- 31.1 In the case of delegation to committees:
- 31.1.1 the resolution making the delegation must 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);
 - 31.1.2 subject to Article 30.3, the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;
 - 31.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;
 - 31.1.4 no committee shall knowingly incur expenditure or liability on behalf of the Union except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 31.2 The Trustees may establish the following committees (which is a non-exhaustive list) in accordance with their powers under Articles 29 and 30.1:
- 31.2.1 Executive Committee (as further described in Article 32);
 - 31.2.2 Appointments Committee; (as further described in Article 33);
- 31.3 For the avoidance of doubt, the Trustees may (in accordance with Articles 29 and 30.1) delegate all financial matters to any committee provided that such committee shall include at least one Trustee. The Trustees may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit provided that the signature or agreement of at least one Trustee shall be required for payments above a certain amount as set out in the Bye-Laws and provided always that no committee shall incur expenditure on behalf of the Union except in accordance with a budget which has been approved by the Trustees.
- 31.4 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any Bye-Laws.

32 Delegation of day-to-day management powers to the Chief Executive

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

- 32.1 the delegated power shall be to manage the Union by implementing the policy and strategy adopted by and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget;
- 32.2 the Trustees shall provide the Chief Executive with a description of their role and the extent of their authority;
- 32.3 the Chief Executive shall report regularly to the Trustees on the activities undertaken in managing the Union and provide them regularly with management accounts which are sufficient to explain the financial position of the Union; and
- 32.4 the Trustees shall provide the Chief Executive with a performance management structure to aid their work plan and development.

33 The Executive Committee

- 33.1 The composition of the Executive Committee shall be determined by the Bye-Laws.
- 33.2 The Executive Committee's responsibility shall not include the duties of the Trustees as set out in Article 28 but shall include representation and campaigning work and the implementation of Policy save in so far as these responsibilities have not been delegated to another committee, and any other such matters as set out in the Bye-Laws from time to time.
- 33.3 The Chief Executive and the Union's senior management team may attend meetings of the Executive Committee at the request of the Executive Committee.
- 33.4 The Executive Committee shall meet in accordance with the Bye-Laws.

34 The Appointments Committee

- 34.1 The composition and responsibilities of the Appointments Committee shall be determined by the Bye-Laws.
- 34.2 The Appointments Committee shall meet in accordance with the Bye-Laws

PART 6

DECISION-MAKING BY TRUSTEES

35 Trustees to take decisions collectively

Any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 43 (Majority decisions without a meeting).

36 Trustees' meetings

- 36.1 The Trustees must hold a minimum of four meetings in each Academic Year.
- 36.2 Guests or observers can attend meetings of the Trustees at the discretion of the Chair of the Meeting.

37 Calling a Trustees' meeting

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

38 Length of Notice

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

- 38.1 all the Trustees agree; or
- 38.2 urgent circumstances require shorter notice.

39 Contents of Notice

Every notice calling a Trustees' meeting must specify:

- 39.1 the place, day and time of the meeting;
- 39.2 the general particulars of all business to be considered at such meeting; and
- 39.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

40 Service of Notice

Notice of Trustees' meetings must be given to each Trustee, and must be in writing. Notice of Trustees' meeting may be sent by Electronic Means to an address provided by the Trustee for the purpose.

41 Participation in Trustees' meetings

- 41.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
 - 41.1.1 the meeting has been called and takes place in accordance with the Articles; and

- 41.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).
- 41.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 41.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

42 Quorum for Trustees' meetings

- 42.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 42.2 The quorum for Trustees' meetings until and including the Effective Date shall be two. Thereafter, the quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than six. Unless otherwise fixed, the quorum shall be six and such quorum must include at least one Sabbatical Trustee and one Lay Trustee. Where the resolution or issue under discussion concerns a matter in respect of which some or all of the Trustees have a conflict of interest, the quorum shall be four.
- 42.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to increase the number of Trustees including by calling an election so as to enable the Student Members to elect further Trustees.

43 Chair and Deputy Chair

- 43.1 The President shall be the Chair of the Trustees.
- 43.2 The Trustees must appoint an External Trustee to be Deputy Chair of the Trustees and may at any time remove them from that office. The role of the Deputy Chair will be to support the Chair.
- 43.3 The Chair, or in their absence, the Deputy Chair shall preside as Chair of the Meeting. In the absence of the Chair and the Deputy Chair, another Trustee appointed by the Trustees present shall preside as Chair of the Meeting.

44 Casting vote

- 44.1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the Chair of the Meeting has a casting vote in addition to any other vote the Chair may have.
- 44.2 Article 43.1 does not apply if, in accordance with the Articles, the Chair of the Meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

45 Majority decisions without a meeting

- 45.1 A decision is taken in accordance with this Article when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The Trustees cannot

rely on this Article to make a decision if one or more of the Trustees has a conflict of interest or duty which, under Article 45, results in them not being entitled to vote.

45.2 The Trustees may, in the circumstances outlined in this Article, make a simple majority decision without holding a Trustees' meeting.

45.3 If:

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

45.3.2 that Trustee has taken all reasonable steps to make all the other Trustees aware of the matter and the decision;

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

45.3.4 a simple majority of the Trustees vote in favour of a particular decision on that matter

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

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

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

45.4.2 may communicate with each other by any means.

45.5 No decision shall be taken by the Trustees in accordance with this Article unless a quorum participates in the decision-making process. The quorum for Trustees' decision-making in accordance with this Article shall be the same as the quorum for Trustees' meetings as set out in Article 41.

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

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

46 Conflicts of interest

Declaration of interests

46.1 Unless Article 45.2 applies, a Trustee must declare the nature and extent of:

46.1.1 any direct or indirect interest which they have in a proposed transaction or arrangement with the Union; and

46.1.2 any duty or any direct or indirect interest which they have which conflicts or may conflict with the interests of the Union or their duties to the Union.

46.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

Participation in decision-making

46.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Union, they are entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

46.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Union, they may participate in the decision-making process and may be counted in the quorum and vote unless:

46.4.1 the decision could result in the Trustee or any person who is Connected with the Trustee receiving a benefit other than:

- (a) any benefit received in their capacity as a beneficiary of the Union (as permitted under Article 4.4.1) and which is available generally to the beneficiaries of the Union;
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.33;
- (c) payment under the indemnity set out at Article 55; and
- (d) reimbursement of expenses in accordance with Article 4.4.2; or

46.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;

46.4.3 in which case the Trustee must comply with Article 45.5.

46.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 45.5, they must:

46.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

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

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

Continuing duties to the Union

46.6 Where a Trustee or a person who is Connected with them has a conflict of interest or conflict of duties and the Trustee has complied with their obligations under these Articles in respect of that conflict:

- 46.6.1 the Trustee shall not be in breach of their duties to the Union by withholding confidential information from the Union if to disclose it would result in a breach of any other duty or obligation of confidence owed by them; and
- 46.6.2 the Trustee shall not be accountable to the Union for any benefit expressly permitted under these Articles which they or any person who is Connected with them derives from any matter or from any office, employment or position.

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PART 7

UNION COUNCIL

47 Union Council

47.1 The Union Council shall have the authority to:

47.1.1 represent the voice of the Students;

47.1.2 subject to Article 28.3, set the Policy of the Union and refer Policy to a Referendum of the Student Members or to the Student Members at a Student Members' meeting (in accordance with the Bye-Laws);

47.1.3 receive a quarterly report from the Trustees.

47.2 The composition and proceedings of the Union Council shall be set out in the Bye-Laws. No Student Member may hold more than one seat on the Union Council at any one time.

PART 8

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS PROVISIONS

48 Bye-Laws

The Trustees (subject to consultation with Union Council as determined by the Bye-Laws from time to time) shall have the power from time to time to jointly make, repeal or amend Bye-Laws as to the management of the Union and its working practices provided that such Bye-Laws shall not be inconsistent with these Articles. In the event of any inconsistency between the Bye-Laws and these Articles, the provisions of these Articles shall prevail.

49 Communications by and to the Union

Methods of communication

49.1 Subject to the Articles and the Companies Acts, any document or information (including any notice, report or accounts) sent or supplied by the Union under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Union, including without limitation:

49.1.1 in Hard Copy Form;

49.1.2 in Electronic Form; or

49.1.3 by making it available on a website.

49.2 Where a document or information which is required or authorised to be sent or supplied by the Union under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.

49.3 Where a document or information which is required or authorised to be sent or supplied by the Union under the Companies Acts is sent or supplied by making it available on a website, the Union must notify the recipient that the document or information is available on the website in accordance with the Companies Acts.

49.4 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

Deemed delivery

49.5 A Company Law Member present in person or by proxy at a meeting of the Union shall be deemed to have received notice of the meeting and the purposes for which it was called.

49.6 Where any document or information is sent or supplied by the Union to the Company Law Members:

- 49.6.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
- 49.6.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 49.6.3 where it is sent or supplied by means of a website, it is deemed to have been received:
- (a) when the material was first made available on the website; or
 - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 49.7 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a Company Law Member) may agree with the Union that notices or documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

- 49.8 Where any document or information has been sent or supplied by the Union by Electronic Means and the Union receives notice that the message is undeliverable:
- 49.9 if the document or information has been sent to a Company Law Member or Trustee and is notice of a Company Law Meeting of the Union, the Union is under no obligation to send a Hard Copy of the document or information to the Company Law Member's or Trustee's postal address as shown in the Union's register of Company Law Members or Trustees, but may in its discretion choose to do so;
- 49.10 in all other cases, the Union shall send a Hard Copy of the document or information to the Company Law Member's postal address as shown in the Union's register of Company Law Members (if any), or in the case of a recipient who is not a Company Law Member, to the last known postal address for that person (if any); and
- 49.11 the date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

Exceptions

- 49.12 Copies of the Union's annual accounts and reports need not be sent to a person for whom the Union does not have a current address.
- 49.13 Notices of Company Law Meetings need not be sent to a Company Law Member who does not register an address with the Union, or who registers only a postal address outside the United Kingdom, or to a Company Law Member for whom the Union does not have a current address.

Communications to the Union

- 49.14 The provisions of the Companies Acts shall apply to communications to the Union.

Communications with Student Members

- 49.15 Notwithstanding anything in this Article 48, the Union may send or supply any document or information to Student Members (whether under the Articles or otherwise) in such manner as the Union thinks fit. In particular (but without limitation) if the Union is aware of a Student Member's email address, the Union may communicate with the Student Member using that address, and the Union may communicate with Student Members via website.
- 49.16 Further provisions governing the Union's communications with its Student Members may be set out in the Bye-Laws.

50 Secretary

- 50.1 A Secretary may be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:
- 50.1.1 anything authorised or required to be given or sent to, or served on, the Union by being sent to its Secretary may be given or sent to, or served on, the Union itself, and if addressed to the Secretary shall be treated as addressed to the Union; and
- 50.1.2 anything else required or authorised to be done by or to the Secretary of the Union may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

51 Minutes

- 51.1 The Trustees shall cause minutes to be made:
- 51.1.1 of all appointments of officers made by the Trustees;
- 51.1.2 of all resolutions of the Union and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
- 51.1.3 of all proceedings at meetings of the Union and of the Trustees, and of committees of Trustees, including the names of the Trustees participating in each such meeting
- and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the Chair of the Meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any Member or Trustee of the Union, be sufficient evidence of the proceedings.
- 51.2 The minutes of the meetings referred to in Article 50.1 above shall normally be considered open and shall be available to the Student Members on the Union's website, except where those minutes relate to any reserved or confidential matters, including without limitation staff-related or disciplinary matters. Copies of the minutes shall also be kept in the Union's offices (such copies may be in Electronic Form).

52 Records and accounts

- 52.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a Company Law Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
- 52.1.1 annual reports;

52.1.2 annual returns; and

52.1.3 annual statements of account.

52.2 The Student Members have the right to ask the Trustees questions in writing about the content of any documents referred to in Article 51.1.

53 Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

54 Patrons

The Trustees may appoint and remove any individual(s) as patron(s) of the Union and on such terms as they shall think fit. A patron shall have the right to be given notice of, to attend and speak (but not vote) at any Student Members' meeting as if a Student Member and shall also have the right to receive accounts of the Union when available to Student Members.

55 Exclusion of model articles

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

TRUSTEES' INDEMNITY

56 Indemnity

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

DEFINITIONS AND INTERPRETATION

57 Defined terms

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

Term	Meaning
57.1.1 "Academic Year"	the period between 1 st August in one year to 31 st July in the next year determined by

	the Union as the period during which Students are required to be registered with London South Bank University. Each Academic Year is for the time being divided into two semesters.
57.1.2 "address"	includes a postal or physical address and a number or address used for the purpose of sending or receiving documents by Electronic Means;
57.1.3 "Appointments Committee"	The committee as further described in Article 32;
57.1.4 "Articles"	these articles of association of the Union;
57.1.5 "Board of Trustees" or "Board"	the board of Trustees of the Union;
57.1.6 "Bye-Laws"	the bye-laws setting out the working practices of the Union made from time to time in accordance with Article 47;
57.1.7 "Chair"	the chair of the Board of Trustees, who shall be the President in accordance with Article 42.1;
57.1.8 "Chair of the Meeting"	in the case of Trustees' meetings means the person chairing the meeting in accordance with Article 42;
57.1.9 "Chief Executive"	the chief executive of the Union who is appointed by the Board of Trustees (by whatever name that person is known);
57.1.10 "Circulation Date"	in relation to a written resolution, has the meaning given to it in the Companies Acts;
57.1.11 "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;
57.1.12 "Code of Practice"	the code of practice relating to London South Bank University's obligations under Section 22 of the Education Act;
57.1.13 "Companies Acts"	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Union;
57.1.14 "Company Law Meeting"	a general meeting of the Company Law Members for the purposes of the Companies Acts;
57.1.15 "Company Law Members"	members of the Union for the purposes of the Companies Acts, as defined in Article 11;

57.1.16 “Connected”	in relation to a Trustee means any person falling within any of the following categories: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) the spouse or civil partner of any person in (a); or (c) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or (d) any company, partnership or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;
57.1.17 “Deputy Chair”	the deputy chair of the Board of Trustees, who shall be appointed in accordance with Article 42.2;
57.1.18 “document”	includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
57.1.19 “Education Act”	the Education Act 1994;
57.1.20 “Effective Date”	the date on which the undertaking previously carried on by the Unincorporated Charity is transferred to the Union;
57.1.21 “Electronic Form” and “Electronic Means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
57.1.22 “the Executive Committee”	the committee as further described in Article 32;
57.1.23 “Financial Expert”	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
57.1.24 “Hard Copy” and “Hard Copy Form”	have the meanings respectively given to them in the Companies Act 2006;
57.1.25 “External Trustee”	a Trustee appointed in accordance with Article 22.1 who for the avoidance of doubt shall not be deemed to be either a major union office holder or a sabbatical union office holder for the purposes of Section 22 of the Education Act;
57.1.26 “Members”	the Student Members and the Company Law Members;

57.1.27 "Policy"	representative and campaigning policy set by a Referendum or by the Union Council in accordance with Article 15 and Article 45 respectively or by the Student Members at a Student Members' meeting;
57.1.28 "President"	the president of the Union, as elected by the Student Members in accordance with the Bye-Laws;
57.1.29 "Public Holiday"	Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Union is registered;
57.1.30 "RAG"	the raise and give society which develops students by providing them with an opportunity to raise funds for charitable causes;
57.1.31 "Referendum"	a ballot in which all Student Members are entitled to cast a vote, the protocol for which shall be set out in the Bye-Laws;
57.1.32 "Sabbatical Officers"	the individuals elected in accordance with Article 20 (each of whom is a "major union office holder" for the purposes of section 22 of the Education Act);
57.1.33 "Sabbatical Trustee"	a Trustee elected in accordance with Article 20 or Article 27.2;
57.1.34 "Secure Petition"	a written request to the Union which shall be fixed in a pre-arranged place or places or held securely on-line;
57.1.35 "Student"	any individual who is formally registered for an approved programme of study provided by London South Bank University. For the avoidance of doubt, London South Bank University shall determine whether or not an individual has Student status;
57.1.36 "Union Council"	the Student body elected by and from Students constituted in accordance with these Articles and the Bye-Laws of the Union;
57.1.37 "Student Members"	student members of the Union as further defined in Article 9.1.1;
57.1.38 "Student Trustee"	a Trustee elected in accordance with Article 21.1 or Article 27.3 who is a Student and who, for the avoidance of doubt, shall not be a major union office

- holder for the purposes of Section 22 of the Education Act;
- 57.1.39 “Subsidiary Company”** any company in which the Union holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
- 57.1.40 “Trustees”** the directors of the Union as defined in Article 19;
- 57.1.41 “Unincorporated Charity”** the unincorporated charity known as London South Bank University Students’ Union;
- 57.1.42 “Union”** South Bank Students’ Union Ltd;
- 57.1.43 “writing”** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise; and
- 57.1.44 “London South Bank University”** London South Bank University, a charitable company limited by guarantee and incorporated at Companies House with company number 00986761.
- 57.2 Words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.
- 57.3 Subject to Article 56.4, any reference in these Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
- 57.4 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Union.

Minutes of the meeting of the South Bank Colleges Board

held at 4.00pm on Wednesday, 17 February 2021

Meeting via Microsoft Teams

Present

Ruth Farwell (Chair)
Andrew Owen (Vice-Chair)
Steve Balmont
Sue Dare
Nigel Duckers
Mee Ling Ng
Theresa Quinton

Apologies

Jacqui Dyer
Shakira Martin
David Phoenix
Richard Flatman

In attendance

Michael Broadway
Paul Ivey
Rachel McCafferty
Fiona Morey
Jacqueline Mutibwa

1. Welcome and apologies

The Chair welcomed the trustees to the meeting. The above apologies were received.

The Board had just received an informative presentation from the Director of Teaching, Learning and Assessment on the college's approach to online learning during the current government lockdown.

2. Declaration of Interests

The Board noted the following continuing declarations of interest: Sue Dare is senior lead at National College Creative Industries Ltd and interim CEO at National College for Advanced Transport and Infrastructure.

The Board noted that the LSBU Group pensions committee had been disbanded and the subsequent update in the interests of Steve Balmont, Chair of the committee, Ruth Farwell and Mee Ling Ng, members of the committee.

3. Minutes of the previous meetings

Meeting held on 12 January 2021

The Board approved the minutes of the meeting held on 12 January 2021 as an accurate record and their publication, as redacted.

4. Matters arising

Review 2020/21 Budget Position

An update on delivering the budget management strategies would be presented at the next meeting in May 2021. A 3-year finance strategy would be presented at the meeting in July 2021.

5. Update on Equality, Diversity and Inclusion (EDI) Matters

The Board was provided with a report on the EDI work being undertaken by the College. An update on EDI would continue be a standing item on the agenda as agreed by the Board at the EDI session held in September 2020.

The Board noted the EDI initiatives being undertaken which included: Investors In Diversity (IID), Leadership development, developing a Group EDI framework, setting up a research group to consider the attainment gap of 16 – 18 year old Black Caribbean students and at 19+ Asian and mixed group white and Black African students.

There was discussion about how the progress and impact of the EDI initiatives would be measured. It was noted that an EDI framework with KPIs and targets would be developed to enable the Board to monitor the progress and outcomes.

6. Update from the Students' Union President

The Student Union (SU) President gave a report on the recent activities undertaken by the SU during the 3rd lockdown many of which relate to student support during the pandemic when students are missing the sense of being together. The SU acknowledged the work being undertaken by the teaching staff on adapting different delivery models of learning across the College in the difficult circumstances and the support on health & safety and well-being issues.

The Board acknowledged the challenges faced by the students during the lockdown and would be provided with regular reports on the work of the SU.

7. Executive Principal's Report

The report provided an update on the key areas of the college since the last meeting in November 2020.

The Board discussed:

- the Government FE White Paper Skills for Jobs published in January 2021 which was in close alignment with the College and Group Strategy.
- the predicted decline in 2020/21 achievement due to some instances of low student engagement in remote learning during the 3rd lockdown and that it was an area of high risk. English and Maths remains a key focus for the College. There was uncertainty at a national level about the assessment of students'

achievement for 2020/21 and advice from the exam boards was awaited. Intervention measures and initiatives were in place to address the challenges and improve outcomes. New strategies for re-engaging and supporting students to catch up on missed learning post lockdown was in development. Retention was positive and in line with last year's performance.

- apprenticeship outcome and the predicted drop in achievement compared to the previous year due to the impact of Covid19 on employment and the historic poorly performing programmes.
- the outcome of the Student Perception of the College (SPOC), Autumn Survey Report 2020/21. The overall response rate was 82% which was better than 2019/20, overall perception (strongly agree/agree) of the College was 89% which was better than 2019/20. The findings showed an improvement from last year regarding the perceptions on the different aspects of the provision.
- student recruitment 2020/21. There was concern about the drop in recruitment figures especially adult students due to lockdown arrangements and that there was a risk of AEB claw back. It was a sector wide issue and the ESFA and GLA were analysing the situation. The Adult Education Budget (AEB) funding support for adult further education would be explored. The College's bid proposal would be circulated to trustees.
- update on Covid19 and the actions that had been undertaken during the 3rd lockdown and the plans for re-opening including opportunities for students to catch up. There was also an update on the Health & Safety audit carried out by Internal Auditors BDO, progress made against the actions identified.
- the new appointments at the College; Wayne Wright as the new Deputy Principal Quality and Excellence (start date 1 March 2021); Romy Jones, Project Director for Vauxhall Technical College to support the development of the technical college until its launch (18 months).

The Board noted the challenges facing the College during the 3rd lockdown and the potential impact on students' achievement outcomes for 2020/21.

8. Update on Estates Programme

The Board was provided with an update on the Nine Elms STEAM Centre (NESC) Vauxhall site.

There was an update on the demolition of buildings on the Vauxhall site. The Board noted that the ongoing party wall dispute with the adjacent housing development had been resolved and agreement reached. The signing of the final legal settlement and licence agreement was awaited.

A progress report on the NESC project was provided. The Board noted:

- that the DfE Amendment and Consent Deed for SBC estates strategy and the S106 agreement had been signed. The contract with Graham Construction for the construction of Block 'A' had been signed to enable construction work to commence.

- that the £1.4m (plus VAT) budget increase was awarded for GLA additional funding for costs associated with Covid19. Due to project delays, the GLA had approved the Deed of Variation to enable the 2019/20 underspend on the grant to be carried forward to 2020/21.

9. Chief Financial Officer Report and Update on 2020/21 Budget Position

It was noted that an update on 2020/21 budget position and the management accounts for the period were not available at the meeting due to LSBU IT cyber incident and the inability to access the Finance system.

The Board noted an update on the financial matters at Lambeth College and the updated CFADs Turnaround financial KPIs.

10. Progress Report on CFAD's Turnaround Plan

The Board was presented with a progress report on the CFADs Turnaround KPIs agreed as part of the transition funding arrangements put in place on the transfer of the College to LSBU. It was noted that the 3-year turnaround KPIs were linked to education quality, growth and financial sustainability.

The Board noted the challenges in achieving the targets and timescales agreed with DfE on the College's turnaround. It was noted that the delays on the NESC project Vauxhall campus and Covid19 had an impact on growth targets. It was also noted that the College was working on the curriculum plan which includes growth and in particular with LSBU on the growth targets for Apprenticeships and Level 4 provision.

The Board noted the progress being made to achieve the CFADs turnaround KPIs.

11. SBC Strategy (Final Version)

The Board was presented with the final version of SBC strategy for approval and the proposed KPIs for discussion. It was noted that the strategy document had been updated following the discussion at the last Board meeting and that a student friendly version was being developed.

The Board reviewed the proposed KPI and milestone framework linked to the new SBC strategy and fit in with the Group framework and enable the delivery of the overarching goals. The Board noted that the framework needed to be reduced to headline KPIs and streamlined so that it was strategic and more helpful in monitoring performance.

The Board approved the SBC strategy and that the KPI and milestone framework would be reviewed and presented to the Board for approval at its next meeting in May 2021.

12. Estates Development - Developer Option

The Board at its last meeting discussed the Jones Lang LaSalle (JLL) report on SBC estates development appraisal and had agreed three recommendations for estate disposal.

The Board discussed the report and noted:

- there had been adequate tests of market value with four reports having been commissioned, the most recent being the JLL report
- the JLL report indicated an estimated disposal market value of the two sites; 'block C' at £29.9m and Clapham estate at £37.6m if 'block S' was retained and £40m for the entire site. The maximum disposal market value for the SBC assets was £69.9m with the grant secured from the GLA of £19.6m, the maximum capital available for SBC development was £89.5m.
- the JLL report indicated that the development costs of the SBC estate plan were: NESc – 'block A' was £47.2m, 'block B' was £27.6m and 'block D' was £14.1m, reconfiguring 'block S' at Clapham was £5m. The total anticipated expenditure was £94m.
- the challenges due to the delay on the DfE approval of SBC estate plan which had resulted in project time and cost constraints. The educational need required short development periods and Covid19 had made future valuation of property more uncertain.
- the proposed 'developer' option presented at the last meeting. The Board was notified of an un-solicited offer from a local developer (London Realty) to provide for a new gateway provision building at Clapham, plus a cash amount in exchange for the assets identified for disposal in the estate plan.
- the proposed cash amount was £77.9m plus a new 6,000m² facility at Clapham which was significantly higher than the two valuations from JLL and AY of £69.9m and £67m, respectively (prices were likely to have increased since 2019). The proposal was more than market value and had the potential to: cover the development costs, reduced development time and disruption to the College provision and reduce the financial risk.
- the challenges inherent in the sequential approach to asset disposal which would be the case if the JLL approach were adopted. A piecemeal market approach to asset disposal and building development would increase project delivery time, increase- uncertainty on numbers and cash flow challenges and impact on SBC's educational delivery and institutional turnaround.
- the benefits of the 'developer' approach and the mitigation of significant SBC project development risks. It was attractive and considered as the best option subject to further exploration.

The Board noted:

- that financial due diligence on the developer London Realty is being undertaken to ensure that it can meet the financial costs.

- further work was being undertaken to clarify the obligations to the DfE and also the nature of the potential arrangement with London Realty
- that SBC would lose the prominence of the position facing the common (as agreed at the Board meeting of 18 November 2020) but would gain a purpose-built college fit for the needs of the Clapham site.
- that the ongoing JLL disposal options should still be progressed whilst pursuing the 'developer' option.
- that the Board would be provided with background information about the developer London Realty including its values. Drawings to visualise the Clapham Gateway campus would be presented at the meeting in May 2021.

The Board discussed the legal implications and noted:

- Its duties to act in the best interests of SBC under Companies Act and Charities Act and the additional requirements that the trustees needed to consider when disposing of land by sale. Trustees requested further advice on their duties. This advice will be addressed as part of the detailed work on the proposed transaction and reported to the Board ahead of any request for a decision to contract with the developer.
- SBC's obligations to the DfE under the Asset Deed, Legal Charge and Amendment and Consent Deed. The obligations would be addressed as part of the detailed work on the proposed transaction.
- that LSBU's consent is required under the Governance agreement.

Having carefully considered the benefits and the need to mitigate the project risks, the Board authorised that further work on the developer proposal was undertaken and for the Executive to bring a detailed proposal for the sale of parts of the Vauxhall and Clapham sites to London Realty to the Board meeting in May 2021.

13. Risk Management Policy, Appetite Statement and Revised Risk Register

The Board was presented with the Group Risk Policy which was approved by the LSBU Group Audit Committee in June 2020. The Board noted that the Risk Policy and Risk Appetite Statement had been reviewed in detail by the Audit Committee at its meeting on 10 February 2021. The Chair of Audit Committee gave a report on the discussion.

The SBC Audit Committee recommended that the Group Risk Policy was formally adopted by SBC. The SBC Board approved that SBC adopts the Group Risk Policy.

The Risk Policy set out the Group's approach to risk management which requires each individual entity of the Group to adopt its own risk appetite statement. The Board noted the recommendation made by the Audit Committee and approved that SBC adopts the risk appetite statements for each risk type:

- Financial – cautious;
- Legal and compliance – minimal;
- Academic delivery – open;
- Reputational – cautious.

The Board noted that an overall risk appetite statement was not set but the statements for each risk types would be used as a framework for decision making.

Updated Risk Register

The Board noted that the risk register had been reviewed in detail by the Audit Committee at its meeting on 10 February 2021. The Board reviewed the updated risk register which was aligned with the LSBU risk register.

It was noted that the risk register would be further reviewed so that it was streamlined and more strategic.

14. Trustees Development Programme 2021

The Board discussed the proposed development programme to be delivered in 2021. It was noted that a session on Performance Management in terms of regulatory and Board responsibilities would be included in the programme.

15. SBC Subsidiary - South Bank Skills, a private limited company

The Board was informed about the proposal to set up South Bank Skills, a private limited company as a SBC subsidiary to support a flexible and employer responsive delivery model for skills training. The Board was supportive of the proposal and that it would be provided with a more detailed report during the year.

16. Report from Committees

The Board noted the report from Committee meetings held since the last meeting on 12 January 2021.

**Date of next meeting
4.00 pm on Tuesday, 4 May 2021**

Confirmed as a true record

(Chair)

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