

Date of constitution: 31st March 2021

1 NAME

The name of the Charitable Incorporated Organisation ("the CIO") is St George's Students Union also known by the acronym "SGSU".

2 NATIONAL LOCATION OF PRINCIPAL OFFICE

The CIO must have a principal office in England or Wales. The principal office of the CIO is at 2nd Floor, Hunter Wing, St George's Hospital, Cranmer Terrace, London, SW17 0RE.

3 OBJECT

The object of the CIO is the advancement of education of students at the University for the public benefit by:

- 3.1 promoting the interests and welfare of Students at the University during their course of study and representing, supporting and advising Students;
- 3.2 being the recognised representative channel between Students and the 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.

Nothing in this constitution shall authorise an application of the property of the CIO for the purposes which are not charitable.

4 POWERS

The CIO has power to do anything which is calculated to further its object or is conducive or incidental to doing so. In particular, the CIO's powers include power to:

- 4.1 Provide services and facilities to Members.
- 4.2 Borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011 if it wishes to mortgage land.
- 4.3 Buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use.
- 4.4 Sell, lease or otherwise dispose of all or any part of the property belonging to the CIO. In exercising this power, the CIO must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011.
- 4.5 Employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a Trustee only to the extent that it is permitted to do so by clause 6 and provided it complies with the conditions of those clauses.
- 4.6 Deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the CIO to be held in the name of a nominee, in the same manner and subject to the same conditions as the Trustees of a trust are permitted to do by the Trustee Act 2000.
- 4.7 Alone or with other organisations:

- 4.7.1 carry out campaigning activities;
- 4.7.2 seek to influence public opinion; and
- 4.7.3 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 CIO complies with the Education Act and any guidance published by the Charity Commission from time to time.

5 APPLICATION OF INCOME AND PROPERTY

- 5.1 The income and property of the CIO must be applied solely towards the promotion of the object.
- (a) a Trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO;
 - (b) a Trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
 - (c) None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the CIO. This does not prevent a member who is not also a Trustee receiving:
 - (i) a benefit from the CIO as a beneficiary of the CIO;
 - (ii) subject to clause 6 below, reasonable and proper remuneration for any goods or services supplied to the CIO.
 - (d) Nothing in this clause shall prevent a Trustee or connected person receiving any benefit or payment which is authorised by clause 6.

6 BENEFITS AND PAYMENTS TO TRUSTEES AND CONNECTED PERSONS

General provisions

- 6.1 No Trustee or connected person may:
- 6.1.1 Buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public.
 - 6.1.2 Sell goods, services, or any interest in land to the CIO.
 - 6.1.3 Be employed by, or receive any remuneration from, the CIO.
 - 6.1.4 Receive any other financial benefit from the CIO.

Unless the payment or benefit is permitted by clause 6, or authorised by the court or the prior written consent of the Commission has been obtained. In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

Scope and powers permitting Trustees' or connected persons' benefits

- 6.1.5 A Trustee or connected person may receive a benefit from the CIO as a beneficiary of the CIO provided that a majority of the Trustees do not benefit in this way.
- 6.1.6 A Trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the CIO where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011.
- 6.1.7 Subject to clause 6.2 a Trustee or connected person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the Trustee or connected person.
- 6.1.8 A Trustee or connected person may receive interest on money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 6.1.9 A Trustee or connected person may receive rent for premises let by the Trustee or connected person to the CIO. The amount of the rent and the other terms of the lease must be reasonable and proper. The Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 6.1.10 A Trustee or connected person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

Payment for supply of goods only – controls

- 6.2 The CIO and the Trustees may only rely upon the authority provided by clause 6.1.7 if each of the following conditions is satisfied:
 - 6.2.1 The amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the Trustee or connected person supplying the goods ("the supplier").
 - 6.2.2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
 - 6.2.3 The other charity Trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a Trustee or connected person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or connected person against the disadvantages of doing so.
 - 6.2.4 The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the CIO.
 - 6.2.5 The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity Trustees is present at the meeting.
 - 6.2.6 The reason for their decision is recorded by the Trustees in the minute book.
 - 6.2.7 A majority of the Trustees then in office are not in receipt of remuneration or payments authorised by clause 6.

6.3 In clause 6.1 and clause 6.2:

- (a) "The CIO" includes any company in which the CIO:
 - (i) holds more than 50% of the shares; or
 - (ii) controls more than 50% of the voting rights attached to the shares; or
 - (iii) has the right to appoint one or more directors to the board of the company.
- (b) "Connected person" includes any person within the definition set out in clause 32.

7 **CONFLICTS OF INTEREST AND CONFLICTS OF LOYALTY**

7.1 A Trustee must:

- (a) Declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared.
- (b) Absent himself or herself from any discussions of the Trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest).

7.2 Any Trustee absenting himself or herself from any discussions in accordance with clause 7.1 must not vote or be counted as part of the quorum in any decision of the Trustees on the matter.

8 **LIABILITY OF MEMBERS TO CONTRIBUTE TO THE ASSETS OF THE CIO IF IT IS WOUND UP**

8.1 If the CIO is wound up, the members of the CIO have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

9 **MEMBERSHIP OF THE CIO**

9.1 The members of the CIO shall be:

- 9.1.1 all Students who have not opted out by notifying the University of his or her wish not to be a member of the Union; and
- 9.1.2 the Student Officer Trustees; and
- 9.1.3 any other person admitted to membership of the Union in accordance with the Bye-laws.

9.2 The CIO may make Bye-laws relating to the membership of the CIO, including the categories and privileges of membership.

Transfer of membership

9.3 Membership of the CIO cannot be transferred to anyone else.

Duty of members

- 9.4 It is the duty of each member of the CIO to exercise his or her powers as a member of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO.

Termination of membership

- 9.5 Membership of the CIO comes to an end if:
- 9.5.1 the member dies; or
 - 9.5.2 the member sends a notice of resignation to the Trustees; or
 - 9.5.3 the member opts out of membership or surrenders membership by giving written notice to the CIO in accordance with the Bye-laws; or
 - 9.5.4 any sum of money owed by the member to the CIO is not paid in full within six months of its falling due; or
 - 9.5.5 the member ceases to be a Student of the University; or
 - 9.5.6 the Trustees decide that it is in the best interests of the CIO that the member (other than a Student Officer Trustee) in question should be removed from membership, and pass a resolution to that effect.
- 9.6 Before the Trustees take any decision to remove someone from membership of the CIO they must:
- 9.6.1 inform the member of the reasons why it is proposed to remove him or her from membership;
 - 9.6.2 give the member at least 1 months' notice in which to make representations to the Trustees as to why he or she should not be removed from membership;
 - 9.6.3 at a duly constituted meeting of the Trustees, at which at least half of the total number of Trustees are present, consider whether or not the member should be removed from membership;
 - 9.6.4 consider at that meeting any representations which the member makes as to why the member should not be removed; and
 - 9.6.5 allow the member, or the member's representative, to make those representations in person at that meeting, if the member so chooses.

10 MEMBERS' DECISIONS

10.1 General provisions

- 10.1.1 Except for those decisions that must be taken in a particular way as indicated in clause 10.5, decisions of the members of the CIO may be taken either by vote at a general meeting as provided in clause 10.23 or by written resolution as provided in clause 10.4 or by Referendum as provided in clause 10.2.

10.2 Referenda

- 10.2.1 Subject to the provisions of this constitution, a Referendum may be called on any issue by:

- (a) a resolution of the Trustees;
- (b) a majority vote of the Executive;
- (c) a majority vote of Student Council;
- (d) a majority vote of a general meeting; or
- (e) a Secure Petition signed by at least 150 members.

10.2.2 A resolution may only be passed by Referendum if at least 150 members cast a vote in the Referendum and a majority of the votes cast are in favour of the resolution.

10.2.3 Referenda shall be conducted in accordance with this constitution and the Bye-laws.

10.2.4 The members may set Union Policy by Referenda.

10.3 **Taking ordinary decisions by vote**

10.3.1 Subject to clause 10.5, any decision of the members of the CIO may be taken by means of a resolution at a general meeting. Such a resolution may be passed by a simple majority of votes cast at the meeting.

10.4 **Taking ordinary decisions by written resolution without a general meeting**

10.4.1 Subject to clause 10.5, a resolution in writing agreed by a simple majority of all the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective, provided that:

- (a) a copy of the proposed resolution has been sent to all the members eligible to vote; and
- (b) a simple majority of members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a member's agreement must be authenticated by their signature, by a statement of their identity accompanying the document, or in such other manner as the CIO has specified.

10.4.2 The resolution in writing may comprise several copies to which one or more members has signified their agreement.

10.4.3 Eligibility to vote on the resolution is limited to members who are members of the CIO on the date when the proposal is first circulated in accordance with clause 10.4.1.

10.4.4 Not less than 10% of the members of the CIO may request the Trustees to make a proposal for decision by the members.

10.4.5 The Trustees must within 21 days of receiving such a request comply with it if:

- (a) the proposal is not frivolous or vexatious, and does not involve the publication of defamatory material;
- (b) the proposal is stated with sufficient clarity to enable effect to be given to it if it is agreed by the members; and
- (c) effect can lawfully be given to the proposal if it is so agreed.

10.4.6 Clause 10.4.1, clause 10.4.10.4.2 and clause 10.4.3 apply to a proposal made at the request of members.

10.5 Decisions that must be taken in a particular way

10.5.1 Any decision to remove a Trustee must be taken in accordance with clause 15.2, 15.3 or 15.4 (as applicable).

10.5.2 Any decision to amend this constitution must be taken in accordance with clause 30 of this constitution.

10.5.3 Any decision to wind up or dissolve the CIO must be taken in accordance with clause 31 of this constitution. Any decision to amalgamate or transfer the undertaking of the CIO to one or more other CIOs must be taken in accordance with the provisions of the Charities Act 2011.

11 GENERAL MEETINGS OF MEMBERS

11.1 Types of general meeting

11.1.1 There must be an annual general meeting (AGM) of the members of the CIO. The first AGM must be held within 18 months of the registration of the CIO, and subsequent AGMs must be held at intervals of not more than 15 months. The AGM must receive the annual statement of accounts (duly audited or examined where applicable) and the Trustees' annual report.

11.1.2 Other general meetings of the members of the CIO may be held at any time.

11.1.3 All general meetings must be held in accordance with the following provisions of this constitution and the Bye-laws.

11.2 Calling general meetings

11.2.1 The Trustees, the Executive, Student Council or the President:

- (a) must call an AGM in accordance with clause 11.1, and identify it as such in the notice of the meeting; and
- (b) may call any other general meeting of the members at any time.

11.2.2 The Trustees must, within 1 month, call a general meeting of the members of the CIO if:

- (a) they receive a request to do so from at least 10% of the members of the CIO; and
- (b) the request states the general nature of the business to be dealt with at the meeting, and is authenticated by the member(s) making the request.

11.2.3 Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.

11.2.4 A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.

11.2.5 Any general meeting called by the Trustees at the request of the members of the CIO must be held within 28 days from the date on which it is called.

11.2.6 A general meeting called in this way must be held not more than 3 months after the date when the members first requested the meeting.

11.2.7 The CIO must reimburse any reasonable expenses incurred by the members calling a general meeting by reason of the failure of the Trustees to duly call the meeting

11.3 Notice of general meetings

11.3.1 The Trustees, or, as the case may be, the Executive, the Student Council or the President must give at least 14 clear days' notice of any general meeting to all of the members, and to any Trustee of the CIO who is not a member.

11.3.2 If it is agreed by not less than 90% of all members of the CIO, any resolution may be proposed and passed at the meeting even though the requirements of the above sub-clause have not been met. This sub-clause does not apply where a specified period of notice is strictly required by another clause in this constitution, the Bye-laws by the Charities Act 2011 or by the General Regulations.

11.3.3 The notice of any general meeting must:

- (a) state the time and date of the meeting;
- (b) give the address at which the meeting is to take place;
- (c) give particulars of any resolution which is to be moved at the meeting, and of the general nature of any other business to be dealt with at the meeting;
- (d) if a proposal to alter the constitution of the CIO is to be considered at the meeting, include the text of the proposed alteration;
- (e) include, with the notice for the AGM, the annual statement of accounts and Trustees' annual report, or where allowed under clause 23, details of where the information may be found on the CIO's website.

11.3.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted, or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.

11.3.5 The proceedings of a meeting shall not be invalidated because a member who was entitled to receive notice of the meeting did not receive it because of accidental omission by the CIO.

11.4 Chairing of general meetings

11.4.1 The Union Chair or in his or her or its absence the President shall preside as chair of general meetings. In the absence of the Union Chair and the President, the members present and entitled to vote shall choose one of their number to be chair.

11.5 Quorum at general meetings

11.5.1 No business may be transacted at any general meeting of the members of the CIO unless a quorum is present when the meeting starts.

11.5.2 Subject to the following provisions, there shall be a quorum at a general meeting if the President, two other members of the Executive and at least 1% of the members are present. If a quorum is not present with 15 minutes of the starting time specified in the notice of the meeting, the meeting is closed.

- 11.5.3 If the meeting has been called by or at the request of the members and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the meeting is closed.
- 11.5.4 If the meeting has been called in any other way and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the chair must adjourn the meeting. The date, time and place at which the meeting will resume must either be announced by the chair or be notified to the CIO's members at least 7 clear days before the date on which it will resume.
- 11.5.5 If a quorum is not present within 15 minutes of the start time of an adjourned meeting, the member or members present at the meeting constitute a quorum.
- 11.5.6 If at any time during the meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations to the Trustees but may not make any decisions. If decisions are required which must be made by a meeting of the members, the meeting must be adjourned.
- 11.5.7 During a meeting, a motion may be proposed to alter the quorum. Such a proposal will be followed by a period of discussion and a vote. A majority vote in favour will alter the quorum only for the duration of that meeting session, and will not carry on to any adjournment or subsequent meetings.

11.6 Voting at general meetings

- 11.6.1 Any decision other than 1 falling within clause 10.5 shall be taken by a simple majority of votes cast at the meeting. Every member who is entitled to vote shall have 1 vote.
- 11.6.2 The right to vote at a general meeting shall be determined by the Bye-laws.
- 11.6.3 A resolution put to the vote of a 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. A poll may be demanded by the chair or by at least 10% of the members present in person or by proxy at the meeting.
- 11.6.4 A poll demanded on the election of a person to chair the meeting or on a question of adjournment must be taken immediately. A poll on any other matter shall be taken, and the result of the poll shall be announced, in such manner as the chair of the meeting shall decide, provided that the poll must be taken, and the result of the poll announced, within 30 days of the demand for the poll.
- 11.6.5 A poll may be taken:
- (a) at the meeting at which it was demanded; or
 - (b) at some other time and place specified by the chair; or
 - (c) through the use of electronic communications.
- 11.6.6 In the event of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall have a second, or casting vote.
- 11.6.7 Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast and the decision of the chair of the meeting shall be final.

11.7 Proxy Voting

- 11.7.1 Any member of the CIO may appoint another member as a proxy to exercise all or any of that member's rights to attend, speak and vote at a general meeting of the CIO. Proxies must be appointed by a notice in writing (a "proxy notice") which:
- (a) States the name and address of the member appointing the proxy;
 - (b) Identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - (c) Is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the CIO may determine; and
 - (d) Is delivered to the CIO in accordance with the constitution and any instructions contained in the notice of the general meeting to which they relate.
- 11.7.2 The CIO may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 11.7.3 Proxy notices may (but do not have to) specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on 1 or more resolutions.
- 11.7.4 Unless a proxy notice indicates otherwise, it must be treated as:
- (a) 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.
 - (b) 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.
- 11.7.5 A member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the CIO by or on behalf of that member.
- 11.7.6 An appointment under a proxy notice may be revoked by delivering to the CIO a notice in writing given by or on behalf of the member by whom or on whose behalf the proxy notice was given.
- 11.7.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 11.7.8 If a proxy notice is not signed or authenticated by the member appointing the proxy, it must be accompanied by written evidence that the person who signed or authenticated it on that member's behalf had authority to do so.

11.8 E-mail Voting

- 11.8.1 The CIO may, if the charity Trustees so decide, allow the members to vote by electronic mail ("email") or to make a decision on any matter that is being decided at a general meeting of the members.
- 11.8.2 The charity Trustees must appoint at least 2 existing charity Trustees who are not standing for re-election (including the President who cannot be elected to two successive terms of office) to serve as scrutineers to supervise the conduct of the email ballot and the counting of votes.

- 11.8.3 If email voting is to be allowed on a matter, the CIO must send to members of the CIO not less than [21] days before the deadline for receipt of votes cast in this way:
- 11.8.4 A notice by email, if the member has agreed to receive notices in this way under clause 23, including an explanation of the purpose of the vote and the voting procedure to be followed by the member, and a voting form capable of being returned by email or post to the CIO, containing details of the resolution being put to a vote, or of the candidates for election, as applicable.
- 11.8.5 The voting procedure for votes cast by email must require the member's name to be at the top of the email, and the email must be authenticated in the manner specified in the voting procedure.
- 11.8.6 Email votes must be returned to an email address used only for this purpose and must be accessed only by a scrutineer.
- 11.8.7 The voting procedure must specify the closing date and time for receipt of votes, and must state that any votes received after the closing date or not complying with the voting procedure will be invalid and not be counted.
- 11.8.8 The scrutineers must make a list of names of members casting valid votes, and a separate list of members casting votes which were invalid. These lists must be provided to a charity Trustee or other person overseeing admission to, and voting at, the general meeting. A member who has cast a valid email vote must not vote at the meeting, and must not be counted in the quorum for any part of the meeting on which he, she or it has already cast a valid vote. A member who has cast an invalid vote by email is allowed to vote at the meeting and counts towards the quorum.
- 11.8.9 For email votes, the scrutineers must cut off and retain any part of the email that includes the member's name. In each case, a scrutineer must record on this evidence of the member's name that the vote has been counted, or if the vote has been declared invalid, the reason for such declaration.
- 11.8.10 Votes cast by email must be counted by all the scrutineers before the meeting at which the vote is to be taken. The scrutineers must provide to the person chairing the meeting written confirmation of the number of valid votes received by post and email and the number of votes received which were invalid.
- 11.8.11 The scrutineers must not disclose the result of the email ballot until after votes taken by hand or by poll at the meeting, or by poll after the meeting, have been counted. Only at this point shall the scrutineers declare the result of the valid votes received, and these votes shall be included in the declaration of the result of the vote.
- 11.8.12 Following the final declaration of the result of the vote, the scrutineers must provide to a charity Trustee or other authorised person evidence of members submitting valid email votes; evidence of invalid votes; the valid votes; and the invalid votes.
- 11.8.13 Any dispute about the conduct of a postal or email ballot must be referred initially to a panel set up by the charity Trustees, to consist of two Trustees and two persons independent of the CIO. If the dispute cannot be satisfactorily resolved by the panel, it must be referred to the Electoral Reform Services.]

11.9 **Adjournment of meetings**

11.9.1 The chair may with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting to another time and/or place. No business may be transacted at an adjourned meeting except business which could properly have been transacted at the original meeting.

12 **TRUSTEES**

12.1 **Functions and duties of Trustees**

12.1.1 The Trustees shall manage the affairs of the CIO and may for that purpose exercise all the powers of the CIO. It is the duty of each Trustee:

- (a) To exercise his or her powers and to perform his or her functions as a Trustee of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO.
- (b) To exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
 - (i) any special knowledge or experience that he or she has or holds himself or herself out as having; and
 - (ii) if he or she acts as a Trustee of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

12.2 **Eligibility for trusteeship**

12.2.1 Every Trustee must be a natural person.

12.2.2 No one may be appointed as a Trustee:

- (a) if he or she is under the age of 16 years; or
- (b) if he or she would automatically cease to hold office under the provisions outlined in clause 15.1.7.

12.2.3 No one is entitled to act as a Trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the Trustees decide, his or her acceptance of the office of Trustee.

12.2.4 At least 1 of the Trustees of the CIO must be 18 years of age or over. If there is no Trustee aged at least 18 years, the remaining Trustee or Trustees may act only to call a meeting of the Board, or appoint a new Trustee.

12.3 **Number of Trustees**

12.3.1 The Board shall be composed of no fewer than 3 and not more than 15 competent persons being:

- (a) a maximum of 4 individuals appointed as student officer Trustees in accordance with clause 13.1 (the "**Student Officer Trustees**");
- (b) a maximum of 3 individuals appointed as student Trustees in accordance with clause 13.2 (the "**Student Trustees**");

- (c) a maximum of 2 individuals appointed as university staff Trustees in accordance with clause 13.3 (the "**University Staff Trustees**");
- (d) a maximum of 5 individuals to be appointed as external Trustees in accordance with clause 13.4 (the "**External Trustees**"); and
- (e) a maximum of 1 individual appointed as an ex-student officer Trustee in accordance with clause 13.5 (the "**Ex-Student Officer Trustee**").

12.4 **Founding Trustees**

12.4.1 The founding Trustees of the CIO are:

Student Officer Trustees:

Mr Eoin Jardine

Miss Sarah Jones

Student Trustees:

Miss Daniyal Ansari

Miss Hanifah Ahmed

Dr Alia Sahni

University Staff Trustees:

Dr Aileen O'Brien

External Trustees:

Ms Marion Atkinson

Mr Mark Lubbock

Mr John McDonagh

Ex-Student Officer Trustee:

Mr Muhammad Omar Hijazi - Chair

13 **APPOINTMENT OF TRUSTEES AND TERMS OF OFFICE**

13.1 **Student Officer Trustees**

13.1.1 The Student Officer Trustees shall be appointed by secret ballot of the members.

13.1.2 Each Student Officer Trustee must be a Student or a Student Officer Trustee at the time of his or her election.

13.1.3 An election to appoint Student Officer Trustees shall be run in accordance with the Bye-laws.

13.1.4 Student Officer Trustees shall be elected to the posts set out in the Bye-laws.

13.1.5 Subject to clauses 13.1.6 and 15, Student Officer Trustees shall hold office for a term of 1 year commencing on [1 August] following the election.

13.1.6 After a Student Officer Trustee has served 1 year in office, he or she shall be eligible for re-appointment for 1 further term in office. For the avoidance of doubt, a Student Officer Trustee's terms of office may be consecutive or non-consecutive.

13.1.7 The Student Officer Trustees shall be deemed to be "major union office holders" for the purpose of section 22 of the Education Act.

13.2 **Student Trustees**

13.2.1 The Student Trustees shall be appointed by secret ballot of the members.

13.2.2 Each Student Trustee must be a Student at the time of his or her election. At least two thirds of Student Trustees must continue to be Students throughout their term of office.

13.2.3 An election to appoint Student Trustees shall be run in accordance with the By-laws.

13.2.4 Subject to clause 15, Student Trustees shall hold office for a term of 1 year commencing on the first day of the next Academic Year after the election.

13.3 **University Staff Trustees**

13.3.1 The University Staff Trustees shall be appointed by majority vote of the Appointments Committee.

13.3.2 One of the University Staff Trustees may, but need not be, the individual employed by the University as the "Dean for Students" from time to time.

13.3.3 The appointment of an individual as a University Staff Trustee shall not take effect until it has been ratified by:

- (a) the University; and
- (b) the Student Council or by general meeting, whichever occurs sooner.

13.3.4 University Staff Trustees shall hold office for a term of 4 years commencing on the date their appointment was ratified in accordance with clause 13.3.3.

13.3.5 Subject to clauses 13.3.3 and 15, University Staff Trustees may be re-appointed for such number of further terms of 4 years as the Appointments Committee shall resolve.

13.4 **External Trustees**

13.4.1 The External Trustees shall be appointed by majority vote of the Appointments Committee.

13.4.2 The appointment of an individual as an External Trustee shall not take effect until it has been ratified by the Student Council or by general meeting, whichever occurs sooner.

13.4.3 In considering individuals to be appointed as External Trustees, the Appointments Committee shall take into consideration the existing skills and expertise of the Board.

13.4.4 The Appointments Committee shall take all steps reasonably practicable to appoint an individual with financial expertise (CCAB qualified) as an External Trustee.

13.4.5 Subject to clauses 15, 15.2 and 15.3, an External Trustee shall hold office for a term of 3 years commencing on the date their appointment was ratified in accordance with clause 13.4.2.

13.4.6 External Trustees may be re-appointed by the Appointments Committee to serve for 1 further term of 3 years. For the avoidance of doubt, the terms of office may be served consecutively or non-consecutively.

13.5 Ex-Student Officer Trustee

13.5.1 The Ex-Student Officer Trustee shall be appointed by majority vote of the Appointments Committee.

13.5.2 The appointment of the Ex-Student Officer Trustee shall not take effect until it has been ratified by the Student Council or by general meeting, whichever occurs sooner.

13.5.3 Subject to clauses 15, 15.2 and 15.3, the Ex-Student Officer Trustee shall hold office for a term of 1 year commencing on the date their appointment was ratified in accordance with clause 13.5.2.

14 INFORMATION FOR NEW TRUSTEES

14.1 The Board will make available to each new Trustee, on or before his or her first appointment:

14.1.1 A copy of this constitution and any amendments made to it.

14.1.2 A copy of the CIO's latest Trustees' annual report and statement of accounts.

15 RETIREMENT AND REMOVAL OF TRUSTEES

15.1 A Trustee ceases to hold office if he or she:

15.1.1 Retires by notifying the CIO in writing (but only if enough Trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings).

15.1.2 Is absent without the permission of the Trustees from all their meetings held within a period of 12 months and the Trustees resolve that his or her office be vacated.

15.1.3 Dies.

15.1.4 In the written opinion, given to the CIO, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Trustee and may remain so for more than 3 months.

15.1.5 Is removed by the members of the CIO in accordance with clause 15.2.

15.1.6 Is removed by the Board in accordance with clause 15.43.

15.1.7 Is disqualified from acting as a charity Trustee by virtue of section 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).

15.1.8 In the case of a Student Officer Trustee or Student Trustee, ceases to be a Student.

15.1.9 In the case of a University Staff Trustee, ceases to be employed by the University.

15.2 A Trustee shall be removed from office if a motion of no confidence is passed by a two-third majority of the members voting in a Referendum, provided that at least 150 members cast a

vote in the Referendum. Such a motion shall only be triggered by a Secure Petition of no confidence signed by at least 150 members.

- 15.3 A University Staff Trustee, an External Trustee or Ex-Student Officer Trustee shall be removed from office if a majority resolution of no confidence is passed by the Board. For the avoidance of doubt, the Trustee concerned and any Trustee who has a conflict of interest in relation to the matter shall not count in the quorum or vote on the resolution.
- 15.4 A resolution to remove a Trustee in accordance with clauses 15.2 or 15.3 shall not take effect 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 given a reasonable opportunity of making oral and/or written representations to, in the case of removal pursuant to clause 15.2, the members of the CIO, or in the case of removal pursuant to clause 15.3, the Board.

16 REAPPOINTMENT OF TRUSTEES AND CASUAL VACANCIES

- 16.1 Subject to the provisions of this constitution, any person who retires as a Trustee by giving notice to the CIO is eligible for reappointment.
- 16.2 If a Student Officer Trustee ceases to hold office at any time prior to the commencement of the Academic Year, the vacancy that arises on the Board shall be filled.
- 16.3 If a Student Trustee ceases to hold office, the vacancy arising shall be filled in accordance with clause 13.2.
- 16.4 If a University Staff Trustee ceases to hold office, the vacancy arising shall be filled in accordance with clause 13.3.
- 16.5 If an External Trustee ceases to hold office, the vacancy arising shall be filled in accordance with clause 13.4.
- 16.6 If an Ex-Student Officer Trustee ceases to hold office, the vacancy arising shall be filled in accordance with clause 13.5.
- 16.7 Any individual appointed to fill such vacancy, shall hold office for the remainder of the unexpired term of office.

17 TAKING OF DECISIONS BY TRUSTEES

- 17.1 Any decision may be taken either:
- 17.1.1 At a meeting of the Board.
- 17.1.2 By resolution in writing or electronic form agreed by a two-thirds majority of Trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to which the majority of all of the charity Trustees has signified their agreement. Such a resolution shall be effective provided that:
- (a) a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the Trustees; and
 - (b) the two-thirds majority of the Trustees have signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other manner as the

Trustees have previously resolved, and delivered to the CIO at its principal office or such other place as the Trustees may resolve within 28 days of the circulation date.

18 DELEGATION BY TRUSTEES

18.1 The Trustees may delegate any of their powers or functions to any person or a committee or committees, and, if they do, they must determine the terms and conditions on which the delegation is made. The Trustees may at any time alter those terms and conditions, or revoke the delegation.

18.2 This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the Trustees, but is subject to the following requirements:

18.2.1 A committee may consist of 2 or more persons, but at least 1 member of each committee must be a Trustee.

18.2.2 The acts and proceedings of any committee must be brought to the attention of the Board as a whole as soon as is reasonably practicable.

18.2.3 The Board shall from time to time review the arrangements which they have made for the delegation of their powers.

19 MEETINGS AND PROCEEDINGS OF THE BOARD

19.1 Board meetings

19.1.1 The Board shall hold a minimum of 4 meetings in each Academic Year.

(a) At least one meeting in the year should be a transitional meeting, allowing both outgoing and incoming Trustees to attend.

(b) Only those currently serving their elected term may vote at these meetings; outgoing Trustees may not vote at the first meeting of a new Academic Year and vice versa.

19.2 Calling meetings

19.2.1 Any 2 Trustees may call a meeting of the Board.

19.2.2 Subject to that, the Trustees shall decide how their meetings are to be called, and what notice is required.

19.3 Chairing of meetings

19.3.1 The Chair of the Board shall be elected from the Trustees annually. The chair shall serve for one year, and may serve multiple terms consecutively or non-consecutively.

(a) Only persons due to be serving as Trustee for the entirety of the following year shall be acceptable nominees for Chair.

(b) Any person wishing to be considered as Chair of the Board shall submit notification to the Board in time for their consideration to be published in the Agenda for the meeting in which the election occurs.

- (c) The Trustees shall consider each nomination, then hold a vote to determine the incoming Chair. Persons who have submitted a nomination may represent themselves in discussion, but shall not be eligible to vote.
- (d) Should the current Chair be standing for the role again, they shall recuse themselves from overseeing the nominations and the Deputy Chair will act as Chair in their stead.

19.3.2 The Board shall appoint a Trustee to be Deputy Chair and may at any time remove him or her from office.

19.3.3 In the absence of the Chair of the Board and Deputy Chair, another Trustee appointed by the Board shall preside as chair of the meeting.

19.4 Procedure at meetings

19.4.1 No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken.

19.4.2 The quorum is 6 Trustees, including at least 2 Student Officer Trustees and 1 External Trustee. A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.

19.4.3 Questions arising at a meeting shall be decided by a majority of those eligible to vote.

19.4.4 In the case of an equality of votes, the chair of the meeting shall have a second or casting vote.

19.5 Participation in meetings by electronic means

19.5.1 A meeting may be held by suitable electronic means agreed by the Board in which each participant may communicate with all the other participants.

19.5.2 Any Trustee participating at a meeting by suitable electronic means agreed by the Board in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.

19.5.3 Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

20 THE EXECUTIVE COMMITTEE, STUDENT COUNCIL AND SENATE

20.1 The Board shall establish an Executive Committee, a Student Council and a Senate.

20.2 The provisions governing the membership, role and proceedings of the Executive Committee, the Student Council and Senate shall be set out in Bye-laws.

21 SAVING PROVISIONS

21.1 Subject to clause 21.2, all decisions of the Trustees, or of a committee of Board, shall be valid notwithstanding the participation in any vote of a Trustee:

21.1.1 Who was disqualified from holding office;

21.1.2 Who had previously retired or who had been obliged by the constitution to vacate office;

21.1.3 Who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise.

If, without the vote of that Trustee and that Trustee being counted in the quorum, the decision has been made by a majority of the Trustees at a quorate meeting.

21.2 Clause 21.1 does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Board or of a committee of the Board if, but for clause 21.1, the resolution would have been void, or if the Trustee has not complied with clause 7.

22 EXECUTION OF DOCUMENTS

22.1 The CIO shall execute documents by signature.

22.2 A document is validly executed by signature if it is signed by at least 2 of the Trustees.

23 USE OF ELECTRONIC COMMUNICATIONS

23.1 General

23.1.1 The CIO will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

- (a) The requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form.
- (b) Any requirements to provide information to the Commission in a particular form or manner.

23.2 Use of electronic communications

23.2.1 To the CIO:

- (a) Any member or Trustee of the CIO may communicate electronically with the CIO to an address specified by the CIO for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the CIO.

23.2.2 By the CIO

- (a) Any member or Trustee of the CIO, by providing the CIO with his or her email address or similar, is taken to have agreed to receive communications from the CIO in electronic form at that address, unless the member has indicated to the CIO his or her unwillingness to receive such communications in that form.
- (b) The Trustees may, subject to compliance with any legal requirements, by means of publication on its website:
 - (i) Provide the members with the notice referred to in clause 11.3 (Notice of general meetings).
 - (ii) Give Trustees notice of their meetings in accordance with clause 19.1.

(iii) Submit any proposal to the members or Trustees for decision by written resolution or postal vote in accordance with the CIO's powers under clause 10, clause 10.4, or clause 11.8.

(c) The Trustees must:

(i) Take reasonable steps to ensure that members and Trustees are promptly notified of the publication of any such notice or proposal.

(ii) Send any such notice or proposal in hard copy form to any member or Trustee who has not consented to receive communications in electronic form.

24 **KEEPING OF REGISTERS**

24.1 The CIO must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, registers of its members and Trustees.

25 **MINUTES**

25.1 The Trustees must keep minutes of all:

25.1.1 Appointments of officers made by the Board.

25.1.2 Proceedings at general meetings of the CIO.

25.1.3 Meetings of the Board and committees of the Board including:

(a) the names of the Trustees present at the meeting;

(b) the decisions made at the meetings; and

(c) where appropriate the reasons for the decisions.

25.1.4 Decisions made by the Trustees otherwise than in meetings.

25.2 The minutes of general meetings, except in respect of Reserved Business, shall be made available to all members.

26 **ACCOUNTING RECORDS, ACCOUNTS, ANNUAL REPORTS AND RETURNS, REGISTER MAINTENANCE**

26.1 The Trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of accounts, and to the preparation of annual reports and returns. The statements of accounts, reports and returns must be sent to the Charity Commission, regardless of the income of the CIO, within 10 months of the financial year end.

26.2 The Trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the CIO entered on the Central Register of Charities.

27 **RULES AND BYE-LAWS**

27.1 The Trustees, the Student Council and the Executive may from time to time make, repeal or amend such reasonable and proper rules or Bye-laws as they may deem necessary or expedient for the proper conduct and management of the CIO, but such rules or Bye-laws must not be inconsistent with any provision of this constitution.

27.2 Copies of any such rules or Bye-laws currently in force must be made available to any member of the CIO on request.

28 **UNION POLICY**

28.1 The Trustees, the Student Council and the Executive shall have the power from time to time to make, repeal or amend Union Policy. Union Policy may be set by Referenda.

29 **DISPUTES**

29.1 If a dispute arises between members of the CIO about the validity or propriety of anything done by the members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

30 **AMENDMENT OF CONSTITUTION**

30.1 The Board and the University shall review this constitution every five years, with effect from the date of registration of the CIO.

30.2 Subject to clause 30.3, as provided by clauses 224-227 of the Charities Act 2011, this constitution can only be amended:

- (a) by resolution agreed in writing by all members of the CIO; or
- (b) by a resolution passed by a 75% majority of votes cast at a general meeting of the members of the CIO.

30.3 Any amendment to the constitution shall be approved by the University (as required for the purposes of compliance with section 22 of the Education Act).

30.4 Any alteration of clause 3, clause 31, this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by Trustees or members of the CIO or persons connected with them, requires the prior written consent of the Charity Commission.

30.5 No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.

30.6 A copy of any resolution altering the constitution, together with a copy of the CIO's constitution as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed. The amendment does not take effect until it has been recorded in the Register of Charities.

30.7 Any amendments made to the constitution shall be presented to the AGM following the date on which such amendments were made.

31 **VOLUNTARY WINDING UP OR DISSOLUTION**

31.1 As provided by the Dissolution Regulations, the CIO may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the CIO can only be made:

31.1.1 At a general meeting of the members of the CIO called in accordance with clause 11, of which not less than 14 days' notice has been given to those eligible to attend and vote:

- (a) by a resolution passed by a 75% majority of those voting, or

- (b) by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or

31.1.2 By a resolution agreed in writing by all members of the CIO.

31.2 Subject to the payment of all the CIO's debts:

31.2.1 Any resolution for the winding up of the CIO, or for the dissolution of the CIO without winding up, may contain a provision directing how any remaining assets of the CIO shall be applied.

31.2.2 If the resolution does not contain such a provision, the Trustees must decide how any remaining assets of the CIO shall be applied.

31.2.3 In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.

31.3 The CIO must observe the requirements of the Dissolution Regulations in applying to the Commission for the CIO to be removed from the Register of Charities, and in particular:

31.3.1 The Trustees must send with their application to the Commission:

- (a) a copy of the resolution passed by the members of the CIO;
- (b) a declaration by the Trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full; and
- (c) a statement by the Trustees setting out the way in which any property of the CIO has been or is to be applied prior to its dissolution in accordance with this constitution;
- (d) the Trustees must ensure that a copy of the application is sent within 7 days to every member and employee of the CIO, and to any Trustee of the CIO who was not privy to the application.

31.4 If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

32 INTERPRETATION

In this constitution:

The "**Academic Year**" means the period 1 August to 31 July determined by the Union as the period during which the Students are required to be registered with the University.

The "**Appointments Committee**" means the appointments committee of the CIO established by the Board to oversee the appointment of Trustees to the Board.

The "**Board**" means the board of Trustees of the CIO.

The "**Bye-laws**" means the bye-laws adopted by the CIO from time to time.

The "**Chair of the Board**" has the meaning in clause **Error! Reference source not found.**

"**Charity trustee**" means a charity trustee of the CIO (within the meaning of section 177 of the Charities Act 2011).

The "**Commission**" means the Charity Commission for England and Wales.

The "**Communications Provisions**" means the Communications Provisions in Part 10, Chapter 4 of the General Regulations.

"**Connected person**" means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the Trustee;
- (b) the spouse or civil partner of the or of any person falling within sub-clause (a) above;
- (c) a person carrying on business in partnership with the Trustee or with any person falling within sub-clause (a) or (b) above;
- (d) an institution which is controlled:
 - (i) by the Trustee or any connected person falling within sub-clause (a), (b) or (c) above; or
 - (ii) by two or more persons falling within sub-clause (d)(i), when taken together;
- (e) a body corporate in which:
 - (i) the Trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
 - (ii) two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.

Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this constitution. The "**Deputy Chair**" means the individual appointed as deputy chair in accordance with clause 19.3.2 .

"**Dissolution Regulations**" means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

The "**Education Act**" means the Education Act 1994.

The "**Elected Officers**" means the members elected to be officers of the Union in accordance with the Bye-laws.

The "**Ex-Student Officer Trustee**" has the meaning in clause 13.5.

The "**Executive**" means the committee established in accordance with clause 20 and further described in the Bye-laws.

The "**External Trustees**" has the meaning in clause 13.4.

"**General Regulations**" means the Charitable Incorporated Organisations (General) Regulations 2012.

A "**poll**" means a counted vote or ballot, usually (but not necessarily) in writing.

The "**President**" means the president of the Union elected from time to time by the members.

A "**Referendum**" means a ballot in which all members of the CIO are entitled to cast a vote, the protocol for which is set out in Bye-laws.

"**Reserved Business**" has the meaning given in Schedule 4, paragraph 21 of the Bye-laws.

The "**Senate**" means the regular representative meeting of the Union for Year Representatives constituted in accordance with the constitution and the Bye-laws.

The "**Student Council**" means the regular representative meeting of the Union for clubs, societies and community projects constituted in accordance with the constitution and the Bye-laws.

"**Students**" means any individual who is formally registered to receive instructions or supervision in the University. For the avoidance of doubt, the University shall determine whether or not an individual has student status.

The "**Student Officer Trustees**" has the meaning in clause 13.1.

The "**Student Trustees**" has the meaning in clause 13.2. "**Trustee**" means each of the charity trustees of the CIO (and "**Trustees**" means all of the trustees and includes the Ex Student Officer Trustees, External Trustees, Student Officer Trustees, Student Trustees and University Staff Trustees).

The "**Union**" means the students' union (being a students' union within the meaning of the Education Act) operated by the CIO.

The "**Union Chair**" means the elected chair of the Union, elected in accordance with the Bye-laws.

"**Union Policy**" means representative and campaigning policy.

The "**University**" means the higher education institution known as "St George's University of London" of Cranmer Terrace, London, SW17 0RE.

The "**University Staff Trustees**" has the meaning in clause 13.3.

"**year**" means calendar year.

"**Year Representatives**" has the meaning given in paragraph 25 of Schedule 3 of the Bye-laws.