

Constitution
of
Falmouth and Exeter Students' Union

Background

- (A) This is the governing document of Falmouth and Exeter Students' Union (known as the **"Union"** in this document).
- (B) The Union is a Charitable Incorporation Organisation regulated by the Charity Commission (as defined in the Charities Act 2011) and also a students' union (as defined in the Education Act 1994).
- (C) This Constitution has been structured to put the Student Members at the democratic heart of decision-making and the setting of Policy; while affording a reasonable margin of discretion to the Trustees to discharge their duties under charity law – to ensure that the SU is run prudently and effectively. This document outlines their different responsibilities.
- (D) The Union will seek at all times to ensure that the diversity of its Student Membership is recognised, and that equal access is available to all Students of whatever origin or orientation. It will pursue its aims and objectives independently of any political party or religious group; and will pursue equal opportunities by taking positive action within the law to facilitate participation of groups discriminated against by society.
- (E) Under the Education Act 1994, Falmouth University, and the University of Exeter, Cornwall, have 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 Falmouth University, and the University of Exeter, Cornwall, in ensuring that the affairs of the Union are properly conducted and that the educational and welfare needs of the Students are met.

Constitution of Falmouth and Exeter Students' Union

PART I – CHARITABLE STATUS AND CAPACITY

OBJECTS AND POWERS

1. **Name**

The name of the Union is **Falmouth and Exeter Students' Union**.

2. **Members**

There are two classes of membership:

2.1.1. The Student Members; and

2.1.2. The Constitutional Members

3. **Principal Office**

The principal office of the Union is in England.

4. **Objects**

The objects of the Union are the education of Students at Falmouth University, and the University of Exeter, Cornwall, for the public benefit by:

- 4.1 promoting the interests and welfare of those Students during their course of study, and representing, supporting and advising Students;
- 4.2 being the recognised representative channel between Students, Falmouth University, the University of Exeter, Cornwall, and any other external bodies; and
- 4.3 providing social, cultural, sporting and recreational activities and forums for discussions and debate for the personal development of its Students.

5. **Powers**

The Union has power to do anything within the law which is calculated to further its objects or is conducive or incidental to doing so. For the avoidance of doubt (and without limitation) it may:

Support for Students

- 5.1 provide services and facilities for Students;
- 5.2 establish, support, promote and operate a network of student activities for Students including sports, societies and volunteering;

- 5.3 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);
- 5.4 alone or with other organisations, seek to influence public opinion and 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 (including campaigning) shall be confined to those which an English and Welsh charity may properly undertake;
- 5.5 provide or procure the provision of advice, counselling and guidance for Students;
- 5.6 write, make, commission, print, publish or distribute materials or information in any medium or assist in these activities;
- 5.7 promote, initiate, develop or carry out education and training and arrange, provide or assist with exhibitions, lectures, meetings, seminars, displays or classes;
- 5.8 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 5.9 provide or appoint others to provide advice, guidance, representation and advocacy for Students;

Manage its finances

- 5.10 raise funds;
- 5.11 borrow money (including, without limitation, for the purposes of investment or raising funds);
- 5.12 accept or disclaim gifts (of money and/or other property);
- 5.13 lend money and give credit to any person or company, take security for such loans or credit, and guarantee or give security for the performance of contracts by any person or company;
- 5.14 invest money not immediately required for its objects in or upon any investments, securities, or property;
- 5.15 set aside funds for particular reasons, or as reserves;
- 5.16 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 5.17 give guarantees or other security for the repayment of money borrowed, for a grant, or for the discharge of an obligation (but only in accordance with the restrictions in the Charities Act 2011); and
- 5.18 pay out of the funds of the Union the costs of forming and registering the Union;

Manage its property affairs

- 5.19 dispose of, or deal with, all or any of its property (but only in accordance with the restrictions in the Charities Act 2011);

- 5.20 acquire or rent property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 5.21 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 for this);
- 5.22 impose (revocable or irrevocable) restrictions on the use of any property of the Union, including (without limitation) by creating permanent endowment;
- 5.23 incorporate and acquire subsidiary companies; and
- 5.24 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;

Work with other organisations

- 5.25 establish and support (or aid in the establishment and support of) any other organisations, execute charitable trusts and subscribe, lend or guarantee money or property for charitable purposes;
- 5.26 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limit any charitable trust, including a charitable trust of permanent endowment property held for any of the charitable purposes included in the Union's objects);
- 5.27 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them; and
- 5.28 in line with the status of the Union as a CIO, and subject to such consent as may from time to time be required by law, amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;

Manage its day-to-day operations

- 5.29 subject to Clause 6 (Limitation on private benefit):
 - 5.29.1 engage and remunerate staff and advisers;
 - 5.29.2 make reasonable provision for the payment of pensions and other benefits to or on behalf of employees and their spouses and dependants; and
 - 5.29.3 enter into compromise and settlement arrangements with them; and
- 5.30 provide indemnity insurance for:
 - 5.30.1 the Trustees, in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011; and
 - 5.30.2 officers who are not Trustees, subject to such conditions as the Trustees shall determine.

LIMITATION ON PRIVATE BENEFIT

6. Limitation on private benefit

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

6.2 *Permitted benefits to Constitutional Members, Trustees and Connected persons*

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 Constitutional Member, and no Trustee may:

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

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

6.2.3 receive any other financial benefit from the Union

unless the payment is permitted by Clauses 6.3 or 6.4 or authorised by the court or the Charity Commission (or in relation to which the Charity Commission has confirmed that its consent is not required).

6.3 The following benefits are permitted:

6.3.1	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;
6.3.2	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;

6.3.3	a Sabbatical Officer Trustee, Student 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 Officer Trustees, Student 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 relevant 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 Clause 6.3.3(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 relevant Trustee or the person Connected with a Trustee for the amount or maximum amount set out in that agreement; (d) subject to Clause 6.3.3(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 Clause 22 (Conflicts) 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 Clause 222 (Conflicts) must be followed by the relevant Connected Trustee in relation to any decisions regarding such person; and (g) subject to Clause 6.5, this provision and Clause 6.4.3 may not apply to more than half of the Trustees in any Academic 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).
6.3.4	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;
6.3.5	a Trustee or a person who is Connected with a Trustee may receive reasonable and proper rent for premises let to the Union;
6.3.6	a Trustee or a person who is Connected with a Trustee may take part in the normal trading and fundraising activities of the Union on the same terms as members of the public;
6.3.7	the Union may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Clause 5.3030;

6.3.8	a Trustee or person who is Connected with a Trustee may receive goods and/or services from the Union on reasonable and proper terms;
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provided that where benefits are conferred under Clause 6, Clause 222 (Conflicts) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

6.4 ***Subsidiary Companies***

A Trustee may receive the following benefits from any Subsidiary Company:

6.4.1	a Trustee or a person who is Connected with a Trustee may receive a benefit from any Subsidiary Company in their capacity as a beneficiary of the Union or of any Subsidiary Company;
6.4.2	a Trustee or a person who is Connected with a Trustee may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by them when acting on behalf of any Subsidiary Company;
6.4.3	a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company , with the prior approval of the Trustees, (including services performed under a contract of employment with any Subsidiary Company or otherwise) provided that, subject to Clause 6.5, this provision and Clause 6.3.3 may not apply to more than half of the Trustees in any Academic Year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);
6.4.4	a Trustee or a person who is Connected with a Trustee may, with the prior approval of the Trustees, receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;
6.4.5	a Trustee or a person who is Connected with a Trustee may take part in the normal trading and fundraising activities of the Union or that Subsidiary Company on the same terms as members of the public;
6.4.6	a Trustee or person who is Connected with a Trustee may receive goods and/or services from a Subsidiary Company on reasonable and proper terms;
6.4.7	a Trustee or a person who is Connected with a Trustee may, with the prior approval of the Trustees, receive reasonable and proper rent for premises let to any Subsidiary Company;
6.4.8	any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers;
6.4.9	a Trustee or a person who is Connected with a Trustee may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;

provided that the affected Trustee may not take part in any decision of the Trustees to approve a benefit under Clauses 6.4.3, 6.4.4 or 6.4.7.

- 6.5 Where a vacancy arises on the Board of Trustees with the result that Clauses 6.3.3 and 6.4.3 applies to more than half of the Trustees, the Union may continue to pay remuneration to its Sabbatical Officer Trustees and Student Trustees and any person who is Connected with a Trustee who is receiving remuneration in accordance with Clauses 6.3.3 or 6.4.3 provided that the Union uses all reasonable endeavours to fill the vacancy as soon as possible.

LIMITATION OF LIABILITY

7. Liability of Constitutional Members

The liability of Constitutional Members is limited. Each Constitutional Member agrees, if the Union is wound up while they are a Constitutional Member (or within one year after they cease to be a Constitutional Member), to pay up to £1 towards:

- 7.1 payment of the Union's debts and liabilities contracted before they ceased to be a Constitutional Member;
- 7.2 payment of the costs, charges and expenses of winding up; and
- 7.3 adjustment of the rights of the contributors among themselves.

WINDING UP

8. Winding up

- 8.1 The Constitutional Members, as defined in Clause 10, may decide to wind up or dissolve the Union:
 - 8.1.1 by a resolution passed by a 75% majority of those voting at a general meeting; or
 - 8.1.2 by a resolution agreed in writing by all Constitutional Members of the Union,

in accordance with the Dissolution Regulations.
- 8.2 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 winding up or dissolution of the Union be applied or transferred in any of the following ways:
 - 8.2.1 directly for the objects of the Union; or
 - 8.2.2 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.
- 8.3 In no circumstances shall the net assets of the Union be paid to or distributed among the Constitutional Members under this Clause 8.

- 8.4 The Union must observe the requirements of the Dissolution Regulations in applying to the Charity Commission for the Union to be removed from the Register of Charities, and in particular:
- 8.4.1 the Trustees must send with their application to the Charity Commission:
- (a) a copy of the resolution passed by the Constitutional Members;
 - (b) a declaration by the Trustees that any debts and other liabilities of the Union 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 Union has been or is to be applied prior to its dissolution in accordance with this Constitution; and
- 8.4.2 the Trustees must ensure that a copy of the application is sent within seven days to every Constitutional Member and employee of the Union, and to any Trustee of the Union who was not privy to the application.

PART II – Membership and Democracy

9. Student Voice

- 9.1 There is a process by which Student Members of the Union express democratic views by:
 - 9.1.1 Voting on matters of representative and campaigning Policy; and
 - 9.1.2 Engaging in elections of Sabbatical Officers and other roles in accordance with this Constitution and the Bye-laws.
- 9.2 Student Voice procedures under this Clause 9 may include conferences, referendums and other events (including virtual or online events) and shall be conducted in accordance with a timetable and process set out in the Bye-laws. The arrangements shall satisfy the requirements of the Education Act 1994.
- 9.3 There shall be at least one student members' meeting, open to all Student Members, each year as outlined in the Byelaws. For the avoidance of doubt this is not a general meeting of constitutional members.
- 9.4 No meeting within Student Voice will have any responsibilities of the Trustees.
- 9.5 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 Student Forum which the Trustees consider (in their absolute discretion):
 - 9.5.1 has or may have any financial implications for the Union; or
 - 9.5.2 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); or
 - 9.5.3 is not or may not be in the best interests of the Union or all or any of its charitable objects; or
 - 9.5.4 will or may otherwise affect the discharge of any or all of the responsibilities referred to in clause 14.
- 9.6 No alteration of this Constitution or the Bye-Laws shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.
- 9.7 For the purposes of this Constitution, the Student Members of the Union are all Students who have not ceased to be Student Members under Clause 9.88 or its sub-clauses, and the Sabbatical Officers.
- 9.8 A person ceases to be a Student Member of the Union if they:
 - 9.8.1 Notify Falmouth University, the University of Exeter, Cornwall, or the Union of their wish to opt out of Student Membership (with effect from any date specified in that notice);
 - 9.8.2 Cease to be either a Student or Sabbatical Officer (as applicable); or
 - 9.8.3 Other than the Sabbatical Officers, are removed from Student Membership in accordance with a policy approved by the Trustees.

9.9 The Trustees will 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, or are conducted by clubs or societies affiliated to the Union.

9.10 The code of conduct or the 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 of the rights and privileges of Student Membership, including the holding of office.

9.11 **Education Act 1994**

In accordance with the requirements of the Education Act 1994, and to support Falmouth University and the University of Exeter, Cornwall, in meeting its requirements the Union shall:

9.11.1 publish financial reports annually or more frequently ("**Financial Reports**");

9.11.2 make its Financial Reports available to Falmouth University and the University of Exeter, Cornwall, and all Students;

9.11.3 include in its Financial Reports a list of the external organisations to which the Union has made donations in the period to which the report relates, and details of those donations;

9.11.4 have in place a fair written procedure for allocating resources to groups or clubs, which shall be freely accessible to all Students;

9.11.5 publish notice of any decision to Affiliate stating:

(a) the name of the external organisation; and

(b) details of any subscription or similar fee paid or proposed to be paid, and of any donation made or proposed to be made, to the external organisation,

and make such notice available to Falmouth University and the University of Exeter, Cornwall, and all Students;

9.11.6 publish a report annually or more frequently containing:

(a) a list of the external organisations to which the Union is currently Affiliated; and

(b) details of subscriptions or similar fees paid, or donations made, to such external organisations in the past year (or since the last report) and

(c) the current list of Affiliations is submitted for approval by the Student Members annually or more frequently;

and make such reports available to Falmouth University and the University of Exeter, Cornwall, and all Students;

9.11.7 have in place procedures for the review of Affiliations if requested to do so by no more than 5% of the Student Members at intervals of not less than a year, the Union shall hold a secret

ballot (on which all Student Members are entitled to vote) to decide whether the Union should continue its Affiliation to any particular organisation; and

- 9.11.8 have in place a complaints procedure, made available to all Students or groups of Students who are dissatisfied in their dealings with the Union or claim to be unfairly disadvantaged by reason of their having exercised the right to opt out of Student Membership under this Constitution, which shall:
- (a) include provision for an independent person appointed by Falmouth University or the University of Exeter, Cornwall, to investigate and report on complaints; and
 - (b) provide for complaints to be dealt with promptly and fairly and, where a complaint is upheld, for there to be an effective remedy,
- 9.11.9 any references to Falmouth University and the University of Exeter, Cornwall, in this Clause 9.11.11 shall be interpreted as references to the executive governing body which has responsibility for the conduct of affairs of that institution and the management and administration of its revenue and property.

10. Constitutional Members

- 10.1 The Constitutional Members of the Union shall be the Trustees from time to time.
- 10.2 The Constitutional Members may pass resolutions in a general meeting or by written resolution in accordance with Schedule 1.
- 10.3 Constitutional Membership shall not be transferable and shall cease on death. A Constitutional Member shall cease to be a Constitutional Member when they cease to be a Trustee.
- 10.4 The Trustees may establish one or more categories of associate membership. Associate members are not Constitutional Members of the Union for the purposes of this Constitution but may have such rights and obligations (and may be liable for any such subscriptions) as the Trustees decide from time to time. The Trustees may admit and remove any associate members in accordance with any rules that they make.
- 10.5 Each Constitutional Member must exercise the powers which they have in their capacity as a Constitutional Member in the way that they decide, in good faith, would be most likely to further the objects of the Union.

11. Decisions which must be made by the Constitutional Members

Any decision to:

- 11.1 amend the Constitution;
- 11.2 amalgamate the Union with, or transfer its undertaking to, one or more other charitable incorporated organisations; or
- 11.3 wind up the Union voluntarily or dissolve the Union (including transferring its business to any other charity),

must be made by a resolution of the Constitutional Members.

PART III – Trustees and Sabbatical Officers

ROLE OF THE OFFICERS

12. SABBATICAL OFFICERS

- 12.1 In an Academic Year (and subject to any vacancies) the Union has up to six Sabbatical Officers as outlined in the byelaws.
- 12.2 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.
- 12.3 The Sabbatical Officers from time to time shall be the Sabbatical Trustees. Except where otherwise indicated, references in this Constitution to “Sabbatical Trustees” are to individuals acting solely in their capacity as Sabbatical Trustees.
- 12.4 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.

Each Sabbatical Officer must be a Student or a Sabbatical Officer at the time of their election. In accordance with clause 9.7, 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. ***Ceasing to hold office***

- 12.5 Sabbatical Officer Trustees cease to hold office in accordance with Clause 24.3.3 (and Clause 24.3.2).
- 12.6 Sabbatical Officers who are not Trustees cease to hold office if:
- 12.6.1 a motion of no confidence in them is passed by a simple majority of the Student Members voting in a Referendum;
- 12.6.2 They resign in writing, with such notice to take effect in accordance with its terms; or
- 12.6.3 They cease to be employed by the Union.
- 12.7 For the purposes of the Education Act 1994, the Sabbatical Officers (but not the other Trustees) are Major Union Office Holders.
- 12.8 Subject to this Constitution, the Trustees will offer a Sabbatical Officer Elect employment on terms that they consider appropriate, which will cover the relevant Academic Year, and which may include such handover period thought appropriate (noting that they will not be a Sabbatical Officer outside of the Academic Year subject to any transitional provisions under Clause 24.3.1).

Interim appointments

- 12.9 The Trustees may (in consultation with Student Members, in such manner as they deem appropriate) make such lawful arrangements as they consider appropriate to deal with vacancies arising among the Sabbatical Officers, including:
 - 12.9.1 Undertaking an appropriate process to find a replacement (as an employee or Trustee) to fill the position for the remainder of the Academic Year (noting the requirement in the Education Act 1994 for all Major Union Office Holders to be elected by Cross-Campus Ballot); or
 - 12.9.2 Making no appointment (but making other appropriate arrangements such as increasing the mandates of the other Sabbatical Officers).

13. Part-Time Officers

The Union may appoint and remove additional individuals as Part-Time Officers, in accordance with the Bye-Laws.

THE ROLE OF THE TRUSTEES

14. Management of the Union's business

Unless the Constitution provides otherwise, the Trustees are responsible for managing the Union's business, including (without limitation) the Union's governance, budget, finances and strategy, and any steps to be taken to implement Policy. When managing the Union's business, they may exercise all the powers of the Union, and in doing so will have regard to their duties as charity trustees and the objects of the Union.

- 14.1 It is the duty of each Trustee:
 - 14.1.1 to exercise their powers and to perform their functions in their capacity as a Trustee in the way they decide, in good faith, would be most likely to further the objects of the Union; and
 - 14.1.2 to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances, having regard in particular:
 - (a) to any special knowledge or experience that they have or purport to have; and
 - (b) if they act as a Trustee 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.

15. Ability to delegate

- 15.1 Unless the Constitution or CIO Legislation provide otherwise, the Trustees may delegate:
 - 15.1.1 any of their powers or functions to any committee; and
 - 15.1.2 the implementation of their decisions, or the day-to-day management of the Union's affairs, to any person or committee.

- 15.2 In the case of delegation to the Chief Executive, 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.
- 15.3 The Trustees may delegate:
- 15.3.1 by such means;
 - 15.3.2 to such an extent;
 - 15.3.3 in relation to such matters or territories; and
 - 15.3.4 on such terms and conditions as they think appropriate.
- 15.4 The Trustees may allow those to whom a responsibility has been delegated to delegate further; and may change or terminate the delegation arrangements at any time.
- 15.5 This power is in addition to the power of delegation in the CIO Legislation and any other power of delegation available to the Trustees.

Delegating to a committee

- 15.6 When delegating to a committee, the Trustees must confirm:
- 15.6.1 the composition of that committee (although they may permit the committee to co-opt its own additional members, up to a specified number);
 - 15.6.2 how the committee will report regularly to the Trustees; and
 - 15.6.3 any other rules relating to the functioning of the committee.
- 15.7 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.

Delegating investment management

- 15.8 The Trustees may delegate the management of investments to a Financial Expert or Financial Experts provided that:
- 15.8.1 the investment policy is set down in writing for the Financial Expert or Financial Experts by the Trustees;
 - 15.8.2 timely reports of all transactions are provided to the Trustees;
 - 15.8.3 the performance of the investments is reviewed regularly with the Trustees;
 - 15.8.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 15.8.5 the investment policy and the delegation arrangements are reviewed regularly;
 - 15.8.6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance; and

- 15.8.7 the Financial Expert or Financial Experts must not do anything outside the powers of the Trustees.

Appointing agents

- 15.9 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 decide.

16. Chair

- 16.4 The Trustees must appoint a Sabbatical Officer to be the Chair of the Trustees and may at any time remove them from that office. The Trustees must appoint a Lay 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.

- 16.5 The Chair or, in their absence, the Deputy Chair shall preside as Chair of a Trustees' meeting. In the absence of the Chair and the Deputy Chair, another Trustee appointed by the Trustees present shall preside.

17. Rules

The Trustees may from time to time make, repeal or alter such rules as they think fit as to the management of the Union and its affairs, including (without limitation) the conduct of meetings (including any arrangements for Remote Attendance); codes of conduct and the duties of officers and employees of the Union. No rule shall be inconsistent with the CIO Legislation, the Education Act 1994, the Constitution or Bye-laws or any rule of law.

HOW TRUSTEES MAKE DECISIONS

18. The Trustees must take decisions collectively

Any decision of the Trustees must be either:

- 18.1 a decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to the casting vote described in Clause 20.5); or
- 18.2 a decision without a meeting taken in accordance with Clause 211.

19. Calling a Trustees' meeting

- 19.1 The Chair or any two Trustees may call a Trustees' meeting.
- 19.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless all the Trustees agree otherwise, or urgent circumstances require shorter notice. The person scheduling the meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many Trustees as practicable are likely to be available to participate.
- 19.3 Notice of Trustees' meetings must be given to each Trustee by such means as the Trustees decide. Such notice does not need to be in writing, but must specify:
- 19.3.1 the day and time of the meeting;

- 19.3.2 the place where all the Trustees may physically attend the meeting (if there is to be such a place);
- 19.3.3 the general nature of the business to be considered at the meeting; and
- 19.3.4 if it is anticipated that Trustees participating in the meeting will not be in the same physical place, how it is proposed that they should communicate with each other during the meeting.

20. **Procedure for Trustees' meetings**

The Trustees shall set out the procedures under which meetings will be held.

Quorum

- 20.1 The Union must have at least a quorum of Trustees in office for the business of the Union to be discharged. However, if the total number of Trustees for the time being is less than the quorum required, the Trustees may still act to appoint further Trustees, or call a general meeting to enable the members to do so, in accordance with Clause 24 (Trustees).
- 20.2 The Trustees may decide the quorum from time to time, but it must never be less than:
 - 20.2.1 Five including at least two Sabbatical Officer Trustees; or
 - 20.2.2 Where one or more Sabbatical Officer Trustee] has a conflict of interest which means they could not vote on the matter under discussion, four.

Virtual / hybrid meetings are acceptable

- 20.3 Meetings do not need to take place in one physical place. Trustees participate in (and form part of the quorum in relation to) a Trustees' meeting, or part of a Trustees' meeting, when they can contemporaneously communicate with each other by any means. 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.

Chair and casting vote

- 20.4 The Chair, if any, or in their absence another Trustee nominated by the Trustees present, shall preside as chair of each Trustees' meeting.
- 20.5 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, and the chair of the meeting is eligible to vote at the meeting, they will have a casting vote in addition to any other vote they may have.
- 20.6 Clause 20.5 does not apply if, in accordance with the Constitution, the Chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 20.7 The Trustees shall set out the procedure for when there is no casting vote available.

21. **Decisions without a meeting**

- 21.1 A decision is taken in accordance with this Clause 211 when the majority of the Trustees indicate by any means that they share a common view on a matter.
- 21.2 A decision which is made in accordance with this Clause 211 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided:
 - 21.2.1 the Chair or Deputy Chair or any other person who volunteers if necessary (the “**Facilitator**”) puts the proposed decision to the Trustees and has taken reasonable steps to notify all Trustees of the proposed decision; and
 - 21.2.2 a majority of the Trustees have indicated to the Facilitator that they approve the proposed decision.
- 21.3 Following receipt of responses from a majority of the Trustees, the Facilitator must communicate to all of the Trustees (by any agreed means) whether the decision has been formally approved by the Trustees in accordance with Clause 21.1.

22. **Conflicts**

Declaration of interests

- 22.1 A Trustee must declare the nature and extent of:
 - 22.1.1 any direct or indirect interest which they have in a proposed transaction or arrangement with the Union or in any other person or body party to it; and
 - 22.1.2 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.
- 22.2 A register of Trustees' interests must be maintained.

Involvement in decision-making

- 22.3 A Trustee's entitlement to participate in decision-making in relation to a matter depends on whether:
 - 22.3.1 their situation could reasonably be regarded as likely to give rise to a conflict of interest or duties in respect of the Union (a “**Potential Conflict Situation**”); or
 - 22.3.2 this is not the case (a “**No Conflict Situation**”).

Any uncertainty about whether a situation is a Potential Conflict Situation or a No Conflict Situation in relation to a matter shall be decided by a majority decision of the other Trustees taking part in the relevant decision.

- 22.4 A Trustee in a No Conflict Situation can participate in the decision-making process, be counted in the quorum and vote in relation to the relevant matter.
- 22.5 A Trustee in a Potential Conflict Situation can participate in the decision-making process, be counted in the quorum and vote in relation to the relevant matter, unless:

- 22.5.1 a majority of the other Trustees taking part in the relevant decision decide otherwise; or
 - 22.5.2 the Trustee would benefit personally, whether directly or indirectly, from a transaction or arrangement into which the Union proposes to enter and which is the subject of the decision;
- in which case Clause 22.6 applies to the decision.
- 22.6 If this Clause 22.6 applies, the relevant Trustee must:
- 22.6.1 not take part in the making of any decision whether or not to enter into that transaction or arrangement; and
- not be counted in the quorum necessary for the discharge of that business.

Continuing duties to the Union

- 22.7 Where a Trustee or person Connected with them has a conflict of interest or conflict of duties and the Trustee has complied with their obligations under this Constitution in respect of that conflict:
 - 22.7.1 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
 - 22.7.2 the Trustee shall not be accountable to the Union for any benefit expressly permitted under this Constitution which they or any person Connected with them derives from any matter or from any office, employment or position.

23. Validity of Trustee actions

All acts done by a person acting as a Trustee shall be valid, notwithstanding that it is afterwards discovered that there was a defect in their appointment, or that they were disqualified from holding office or had vacated office, or (subject to the provisions of regulation 32 of the General Regulations) that they were not entitled to vote on the matter in question.

APPOINTMENT AND REMOVAL OF TRUSTEES

24. Trustees

- 24.1 The board of Trustees shall be made up of:
 - 24.1.1 The Sabbatical Officer Trustees;
 - 24.1.2 4 Student Trustees, appointed in accordance with Clause 24.4; and
 - 24.1.3 4 Lay trustees, appointed in accordance with Clause 24.5.

No one may be appointed as a Trustee if they are under the age of 18 years.

- 24.2 The Trustees will make available to each new Trustee, on or before their first appointment:
 - 24.2.1 a copy of this Constitution and any amendments made to it; and

24.2.2 a copy of the Union's latest Trustees' annual report and statement of accounts.

24.3 **Sabbatical Officers and Trusteeship**

24.3.1 Subject to this Constitution and any transitional provision determined by the Trustees, a Sabbatical Officer Elect

- (a) Becomes a Trustee on the first day of the Academic Year in respect of which they were elected; and
- (b) Ceases to be a Trustee immediately before the start of the first day of the following Academic Year.

Suspension and removal of Sabbatical Officer Trustees

24.3.2 If a Sabbatical Officer Trustee is suspended from their employment, they automatically cease to be a Trustee with effect from the effective date of their suspension but are automatically reappointed when the employment suspension is lifted, for the remainder of the original term of office.

24.3.3 An individual ceases to be a Sabbatical Officer Trustee if they cease to be an employee of the Union, or cease to be a Trustee in accordance with Clause 25.

24.4 **Student Trustees**

24.4.1 When vacancies arise (or are to arise) among the Student Trustees, the Trustees will specify:

- (a) The number of vacancies; and
- (b) The start date and term of office subject to this Constitution

24.4.2 Student Trustees will be appointed by the Trustees from time to time.

24.4.3 A Student Trustee must be a Student Member for the duration of their tenure (and shall cease to be a Student Trustee if they cease to be a Student Member). They may serve a maximum of two terms of office, of up to two years each, as a Student Trustee..

24.4.4 A Student Trustee ceases to be a Trustee if they cease to be a Trustee in accordance with Clause 25.

24.5 **Lay trustees**

24.5.1 External Trustees may be appointed by the Trustees from time to time.

24.5.2 Lay trustees will serve terms of up to four years in accordance with the Bye-Laws, and may serve for up to two terms as an Lay trustee.

25. **Disqualification and removal of Trustees - general**

In addition to Clauses 24.3.2, 24.3.3, 24.4.3, and 24.4.4, a Trustee ceases to hold office if:

- (a) they cease to be a charity trustee, or become prohibited from being a director or charity trustee, by law;

- (b) the Trustees reasonably believe that the Trustee has become physically or mentally incapable of managing their own affairs and they resolve to remove the Trustee from office;
- (c) they notify the Union in writing that they are resigning from office, and any period of time specified in such notice has passed (but only if at least a quorum of Trustees will remain in office when such resignation has taken effect);
- (d) they fail to attend three consecutive meetings of the Trustees and the Trustees resolve that they be removed for this reason;
- (e) at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that the Trustee is removed from office. Such a resolution shall not be passed unless the Trustee has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances underlying the proposal, and has been afforded a reasonable opportunity of either (at their option) being heard by or making written representations to the Trustees;
- (f) a motion of no confidence in the Trustee is passed by a simple majority of the Student Members voting in a Referendum. Such a motion shall only be triggered by a Secure Petition signed or agreed by a minimum number of students, as outlined in the Byelaws.

25.2 provided that, in the case of a Sabbatical Officer, 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.

PART IV – Administrative arrangements and miscellaneous

26. Reviewing and amending the Constitution

- 26.1 Falmouth University, and the University of Exeter, Cornwall, shall be required to review the provisions of this Constitution at intervals of not more than five years.
- 26.2 The approval of Falmouth University, and the University of Exeter, Cornwall, shall be required for any amendments to the Constitution.
- 26.3 This Constitution can only be amended by:
- 26.3.1 A standalone circulation by the Board of Trustees of a proposal to amend the Constitution to all the Student Members (the "Proposal"), which shall include details of the process by which Student Members may submit suggested amendments to the Proposal to the Board of Trustees. For the avoidance of doubt, this communication shall contain no information other than that relating to the Proposal;
- 26.3.2 A period of not less than 2 weeks during which any amendments to the Proposal may be submitted to the Board of Trustees by any Student Member;
- 26.3.3 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 clause 26.3.2 which the Board of Trustees in their absolute discretion have accepted;
- 26.3.4 A resolution passed at a Student Members' meeting by a simple majority of those present and voting at the meeting or in a Referendum by a simple majority of those voting approving the Proposal or the revised Proposal (as the case may be);
- 26.3.5 A resolution of the CIO Members passed in accordance with this Constitution making the amendments to the Constitution that have been approved by resolution of the Student Members in accordance with Clause 26.3.4.

27. Communications by the Union

General rule

- 27.1 The Union may send or supply any documents, notices, information or other material to Constitutional Members, Student Members or Trustees in the manner indicated in the first column below. They will be deemed received at the time specified in the second column below.

Method	Deemed delivery
(a) By hand	The day it was delivered.
(b) By post, in a prepaid envelope addressed to the recipient;	48 hours after posting, excluding any part of a day that is a Saturday, Sunday or Public Holiday.
(c) By electronic means;	The day it was sent.

(d) By making it available on a website; or	The day it was made available or (if later) the day the recipient was notified (or is deemed notified) that it was so available.
(e) By other means authorised by the Constitution and the CIO Legislation.	In accordance with any provisions in the relevant clause or the CIO Legislation.

27.2 The Union will comply with the requirements of the Communications Provisions in the CIO Legislation and in particular:

- (a) the requirement to provide within 21 days to any Constitutional Member on request a hard copy of any document or information sent to the Constitutional Member otherwise than in hard copy form; and
- (b) any requirements to provide information to the Charity Commission in a particular form or manner.

Electronic communications

27.3 Any Constitutional Member or Trustee may communicate electronically with the Union to an address specified by the Union for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the Union.

27.4 Any Constitutional Member or Trustee of the Union, by providing the Union with their email address or similar, is taken to have agreed to receive communications from the Union in electronic form at that address, unless the Constitutional Member has indicated to the Union their unwillingness to receive such communications in that form.

27.5 The Trustees may, subject to compliance with any legal requirements, by means of publication on its website:

27.5.1 provide the Constitutional Members with the notice referred to in paragraph 2 of Schedule 1 (Notice of general meetings); and

27.5.2 give Trustees notice of their meetings in accordance with Clause 19.3 (Notice of Trustees' meetings).

provided that the Trustees:

27.5.3 take reasonable steps to ensure that Constitutional Members and Trustees are promptly notified of the publication of any such notice or proposal; and

27.5.4 send any such notice or proposal in hard copy form to any Constitutional Member or Trustee who has indicated to the Union their unwillingness to receive communications in electronic form.

28. Irregularities

The proceedings at any meeting or on the passing of a poll or 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.

29. Minutes

The Trustees must ensure minutes are made:

- 29.1 of all appointments of officers made by the Trustees;
- 29.2 of all resolutions of the Constitutional Members and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
- 29.3 of all proceedings at meetings of the Constitutional Members and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;
- 29.4 and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall be evidence of the proceedings.
- 29.5 The minutes of the meetings referred to in clause 29 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.

30. Records and accounts

- 30.1 The Trustees shall comply with the requirements of the CIO Legislation as to maintaining a register of its Trustees, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Charity Commission of:
 - 30.1.1 annual reports;
 - 30.1.2 annual accounts; and
 - 30.1.3 annual returns.
- 30.2 Except as provided by law or authorised by the Trustees, no person is entitled to inspect any of the Union's accounting or other records or documents merely by virtue of being a Constitutional Member.
- 30.3 The Student Members have the right to ask the Trustees questions in writing about the content of any documents referred to in clause 30.
- 30.4 The Trustees must inform the Charity Commission within 28 days of any change in the particulars of the Union entered on the Central Register of Charities.

31. Contracts and documents

- 31.4 A contract may be made on behalf of the Union, by a person acting under the express or implied authority of the Union.
- 31.5 A document is executed by the Union if it is signed by at least two of the Trustees, who are acting under the express or implied authority of the Union.
- 31.6 The Union may, by instrument executed as a deed, empower a person either generally or in respect of specific matters as its attorney to execute deeds or other documents on its behalf.

32. **Bye-Laws**

- 32.1 The Trustees shall (in consultation with Student Voice in such manner as the Trustees deem appropriate) have the power from time to time to make, repeal or amend Bye-Laws as to the management of the Union and its working practices.

- 32.2 The Bye-Laws cannot be inconsistent with this Constitution (and insofar as they purport to do so, are void).

- 32.3 Insofar as:

- (a) The Constitution stipulates that the Bye-Laws will make provision for a matter, and the Bye-Laws in place do not make such provision; or
- (b) The Bye-Laws make provision which is inconsistent with the Constitution;

the Trustees may regulate the matter as they consider appropriate consistent with the CIO Legislation, Education Act 1994 and Constitution on a transitional basis until the Bye-Laws are remedied.

33. **Interpretation**

This Constitution should be read and interpreted in accordance with Schedule 2.

Schedule 1 – PROVISIONS FOR GENERAL MEETINGS

For the avoidance of doubt the processes in this schedule do not apply to Student Members, except for Sabbatical and Student Trustees.

1. Calling a general meeting

The Trustees may designate any of their meetings as a general meeting of the Constitutional Members. The purpose of such a meeting is to discharge any business which must by law be discharged by a resolution of the Constitutional Members as specified in clause 111 (Decisions which must be made by the Constitutional Members).

2. Notice of general meetings

Length of notice

2.1 All general meetings must be called by either:

2.1.1 at least 14 Clear Days' notice; or

2.1.2 shorter notice if it is so agreed by a majority in number of the Constitutional Members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the Constitutional Members.

Contents of notice

2.2 A notice calling a general meeting must specify the following information:

2.2.1 the day, time and place of the meeting;

2.2.2 the general nature of the business to be transacted; and

2.2.3 if any of the following resolutions are to be proposed at that meeting, particulars of those resolutions:

(a) a resolution to amend the Constitution;

(b) a resolution to amalgamate the Union with, or transfer its undertaking to, one or more other charitable incorporated organisations; or

(c) a resolution to wind up the Union voluntarily or dissolve the Union.

Service of notice

2.3 Notice of general meetings must be given to every Constitutional Member.

3. Procedure at general meetings

The provisions in Clause 199 and 20 governing the chairing of meetings, procedure at meetings and participation in meetings by electronic means apply to any general meeting, with all references to Trustees to be taken as references to Constitutional Members.

4. **Quorum for general meetings**

The quorum for general meetings is the same as the quorum for Trustee meetings of the Union from time to time.

5. **Written resolutions**

General

5.1 Subject to this paragraph 5 a written resolution agreed by:

5.1.1 a simple majority of the Constitutional Members entitled to vote on it; or

5.1.2 (where required by the CIO Legislation or this Constitution) all the Constitutional Members, shall be effective.

5.2 On a written resolution each Constitutional Member shall have one vote.

Circulation

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

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

5.5 The required majority of eligible Constitutional Members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.

Signifying agreement

5.6 A Constitutional 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:

5.6.1 identifying the resolution to which it relates; and

5.6.2 indicating the Constitutional Member's agreement to the resolution.

5.7 For the purposes of paragraph 5.6:

5.7.1 a document sent or supplied in hard copy form is sufficiently authenticated if it is signed by the person sending or supplying it; and

5.7.2 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.

Schedule 2 - INTERPRETATION – DEFINED TERMS

1. In the Constitution, unless the context requires otherwise, the following terms shall have the following meanings:

Term	Meaning
1.1 “Academic Year”	the period of twelve months commencing on a day determined by the Union, to broadly correspond with the start of the academic year at Falmouth University and the University of Exeter, Cornwall;
1.2 “Address”	includes a postal or physical address and a number or address used for the purposes of sending or receiving documents or information by electronic means;
1.3 “Affiliation”	affiliation to an external organisation, including any form of membership of, or formal association with, an organisation whose purposes are not confined to purposes connected with Falmouth University and the University of Exeter, Cornwall, and “Affiliate” shall be interpreted accordingly;
1.4 “Constitution”	the Union’s constitution (which for the avoidance of doubt includes its schedules);
1.5 “Bye-laws”	has the meaning given in Clause 322;
1.6 “Chair”	has the meaning given in Clause 166;
1.7 CIO	means a Charitable Incorporated Organisation which is a corporate body (like a company) with a constitution that is registered with and regulated by the Charity Commission.
1.8 “CIO Legislation”	means the Charities Act 2011, the General Regulations and the Dissolution Regulations;
1.9 “Clear Days”	in relation to the period of a notice, that period excluding the day when the notice is given and the day for which it is given or on which it is to take effect;
1.10 “Constitutional Member”	as defined in Clause 10;
1.11 “Cross-Campus Ballot”	means a secret ballot in which all Student Members are entitled to vote in accordance with the requirements of the Education Act 1994;

1.12 “Connected”	means in respect of a Trustee: (a) the Trustee’s parent, child, sibling, grandparent or grandchild; (b) the spouse or civil partner of the Trustee or another person described in paragraph (a); (c) a person carrying on business in partnership with the Trustee, or a person described in paragraph (a) or (b); (d) an institution controlled by the Trustee and/or one or more person(s) described in paragraph (a), (b) or (c); or (e) a body corporate in which the Trustee and/or one or more person(s) described in paragraph (a), (b) or (c) have a substantial interest. Sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this definition;
1.13 “Deputy Chair”	has the meaning given in Clause 16.4;
1.14 “Dissolution Regulations”	means The Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012;
1.15 “electronic form” and “electronic means”	have the meanings respectively given to them in the CIO Legislation;
1.16 “Lay Trustee”	has the meaning in Clause 24.5;
1.17 “Facilitator”	has the meaning given in Clause 21.2.1;
1.18 “Financial Expert”	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
1.19 “Financial Reports”	has the meaning given in Clause 9.1111.1;
1.20 “General Regulations”	means The Charitable Incorporated Organisations (General) Regulations 2012;
1.21 “hard copy form”	has the meaning given to it in the CIO Legislation;
1.22 “Major Union Office Holder”	has the meaning given to the term in the Education Act 1994;

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| 1.23 | “Policy” | a corporate conclusion or view of the Student Members of the Union; |
| 1.24 | “Public Holiday” | means 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; |
| 1.25 | “Sabbatical Officer” | has the meaning given in Clause 122; |
| 1.26 | Sabbatical Officer
Trustee” | has the meaning given in Clause Error! Reference source not found.3 ; |
| 1.27 | “Student” | any students at Falmouth University or the University of Exeter, Cornwall, as determined Falmouth University and the University of Exeter, Cornwall, taking into account the obligations in the Education Act 1994; |
| 1.28 | “Student Member” | has the meaning given in Clause 9.77; |
| 1.29 | “Student Trustee” | has the meaning given in Clause 24.4; |
| 1.30 | “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. |
| 1.31 | “Trustee” | a charity trustee of the Union, and includes any person occupying the position of charity trustee, by whatever name called; |
| 1.32 | “Union” | the charitable students’ union governed by this Constitution; and |
| 1.33 | “Motion of No
Confidence” | a motion in Student Voice that those voting have no confidence in the relevant person, subject to a process in accordance with the Bye-laws including a right for the relevant person to make representations; and an appropriate notice period to the relevant person. |
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2. Unless the context requires, references to “writing” and “document” should be interpreted (without limitation) as allowing for the transmission of information in electronic form. A reference to a “document” includes summons, notice, order or other legal process.

 3. Subject to paragraph 4 of this Schedule 2, any reference in the Constitution 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.

4. Unless the context otherwise requires, words or expressions contained in the Constitution which are not defined in paragraph 1 above bear the same meaning as in the CIO Legislation as in force on the date when the Constitution became binding on the Union.