The Companies Act 2006

Company Limited by Guarantee and not Having a Share Capital

Memorandum and Articles of Association of the Highlands and Islands Students' Association

Comann Oileanaich na Gàidhealtachd agus nan Eilean

Adopted following ratification by the Court of the University of the Highlands and Islands and by Academic Partner Boards

(As adopted by a Special Resolution passed on 28th October 2015 and by a Special Resolution passed on 25th September 2026)

HISA is a registered company (SC511955) and charity (SC046142) and represents the students at the University of the Highlands and Islands, and their academic partners.

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Articles of Association of the Highlands and Islands Students' Association

BACKGROUND

A The Highlands and Islands Students' Association (the "Association") is a Students' Union within the meaning of the Education Act 1994 (formed in accordance with Article 19.1 of the University's Articles of Association) and is the eligible body to nominate students to the Court of the University of the Highlands and Islands (UHI).

The Highlands and Islands Students' Association will represent the interests of all students (FE and HE) at the University of the Highlands and Islands and its academic partners at a cross-campus level. The Association will also represent the local interests of all students at those academic partners whose representative structures are part of the Association as outlined in the Schedules to these Articles.

B The Association will seek at all times to:

(i) ensure that the diversity of its Student Membership is recognised and that equal access is available to all Student Members of whatever origin or orientation;

(ii) pursue its aims and objectives independent of any political party or religious group; and

(iii) pursue equal opportunities by taking positive action within the law to facilitate participation of groups discriminated against by society.

C These Articles have been structured to give the Board of Trustees reasonable authority to manage the affairs of the Association in a professional manner. The Student Members enjoy the right, which must be exercised in accordance with charity law, to elect a proportion of the Trustees and to dismiss all of the Trustees. The Board of Trustees will give the utmost consideration to the views of Student Members.

D Under the Education Act 1994, the University of the Highlands and Islands and its academic partners have a statutory duty to ensure that the Association operates in a fair and democratic manner and is held to proper account for its finances. The Association therefore works alongside the University of the Highlands and Islands and its academic partners in ensuring that the affairs of the Association are properly conducted and that the educational and welfare needs of the Association's Student Members are met.

Part One
Key Constitutional Provisions

1. Definitions and Interpretation

The meanings of any defined terms used in these Articles are set out below. If any dispute arises in relation to the interpretation of these Articles or any of the Schedules, it shall be resolved by the Student President or, where appropriate, a nominee appointed by them. Any appeal to their interpretation must be directed to the Board of Trustees who shall make a final ruling.

Term	Meaning
Academic Year	the period between 1st July in one year to 30th June in the following year;
Address	includes a postal or physical address and a number or address used for the purpose of sending or receiving documents by Electronic Means;
Appointments Committee	the committee set up in accordance with the Schedules;
Articles	these Articles of Association for the Students' Association; the governing document outlining what we do;
Association	the Highlands and Islands Students' Association, also known as HISA;
Board of Trustees or Board	the Board of Trustees of the Association;
Chair	the chair of the Board of Trustees, who shall be appointed in accordance with Article [47.1];
Chair of the meeting	in the case of Trustees' meetings means the person chairing the meeting in accordance with Article [47];
Circulation Date	in relation to a written resolution, has the meaning given to it in the Companies Acts;
Clear days	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
Code of Practice	the code of practice relating to the University of the Highlands and Islands' and its academic partners' obligations under Section 22 of the Education Act;
Companies Acts	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Association;
Company Law Meeting	a general meeting of the Company Law Members of the Association for the purposes of the Companies Acts;
Company Law members	members of the Association for the purposes of the Companies Acts, as defined in Article [13];
Connected person	any person falling within one of the following categories and where payment to that person might result in the Trustee obtaining benefit: a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or b) the spouse or civil partner of any person in (a); or c) any person living with a Trustee or their partner; or d) any company or LLP or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;

Cross-Campus Officer Trustee	a Trustee elected in accordance with Article [25], often referred to as a Cross-Campus Officer;
Deputy Chair	the deputy chair of the Board of Trustees, who shall be the Student President in accordance with Article [47.2];
Document	includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
Education Act	the Education Act 1994;
Elected Officers	the Cross-Campus Officer Trustees and Local Officers elected under the Schedules;
Electronic Form and Electronic Means	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
(the) Executive Committee	means the committee comprising the Cross-Campus Officer Trustees and the Local Officers as further described in Article [37];
External Trustee	a Trustee appointed in accordance with Article [27.1] who for the avoidance of doubt shall not be deemed to be either a major Association office holder or a Cross-Campus Officer Trustee for the purposes of Section 22 of the Education Act;
Financial expert	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
Hard Copy and Hard Copy Form	have the meanings respectively given to them in the Companies Act 2006;
Local Officers	the Student Members elected in accordance with the Schedules to be Student Officers at the academic partners of UHI;
Members	the Student Members and the Company Law Members;
NUS	National Union of Students; the national representative body of Students' Unions and Students' Associations across the UK;
Positional Policy	representative and campaigning policy set by Referenda in accordance with Article [20] and schedules respectively or by the Student Members at an Annual All Student Meeting or an All Student Meeting in accordance with Article [21] and the schedules;
RAG	the Raising And Giving society which develops students by providing them with an opportunity to raise funds for charitable causes;
Referendum	a ballot in which all Student Members of the Association are entitled to cast a vote, the protocol for which shall be set out in the Schedules;
Schedules	a document outlining the working practices of the Association made from time to time in accordance with Article [52];
Secure Petition	a written request to the Association which shall be fixed in a prearranged place or places or held securely on-line;
Senior Manager	the senior manager of the Association who is appointed by the Board of Trustees;
Student	any individual who is formally registered for an approved programme of study provided by the University of the Highlands and Islands and its academic partners. For the avoidance of doubt, the relevant institution shall determine whether or not an individual has student status;
Student Trustee	a Trustee elected in accordance with Article [26] who is a Student and who, for the avoidance of doubt, shall not be a major Association office holder for the purposes of Section 22 of the Education Act;
Student Members	student members of the Association as defined in Article [11];

Subsidiary Company	any company in which the Association 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;
Trustee and Trustees	the directors of the Association as defined in Article [24]; and
Writing	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise

1.2 This constitution uses the gender-neutral pronouns “they”, “their” and “them” throughout the document.

1.3 Subject to Article [1.4], any reference in these Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

1.4 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Association.

2. Name

The name of the company is the Highlands and Islands Students’ Association. In these Articles it is called “the Association”.

3. Registered Office

The registered office of the Association is situated in Scotland.

4. Objects

The objects of the Association are the advancement of education of students at the University of the Highlands and Islands and its academic partners for the public benefit by:

4.1 working to enhance the teaching and learning experience of students at the University of the Highlands and Islands and its academic partners by organising, supporting and promoting the role of students, and working in partnership with the relevant institutions and its staff;

4.2 promoting the interests and welfare of students during their course of study and representing, supporting and advising students;

4.3 being the recognised representative channel between students and the University of the Highlands and Islands and its academic partners and any other external bodies;

4.4 providing social, cultural, sporting and recreational activities, and forums for discussions and debate for the personal development of its students; and

4.5 being the recognised representative body that represents students to the University of the Highlands and Islands as the regional strategic body for further education in the Highlands and Islands.

5. Powers

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

5.1 provide services and facilities for Student Members;

5.2 establish, support, promote and operate a network of student activities for Student Members;

5.3 support any Raising & Giving (RAG) or similar fundraising activities carried out by its Student Members 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:

5.4.1 carry out campaigning activities;

5.4.2 seek to influence public opinion; and

5.4.3 make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations, provided that all such activities shall be confined to the activities which a Scottish charity may properly undertake and provided that the Association complies with the Education Act and any guidance published by the Office of the Scottish Charity Regulator (OSCR);

5.5 write, make, commission, print, publish or distribute materials or information or assist in these activities;

5.6 promote, initiate, develop or carry out education and training and arrange, provide or assist with exhibitions, lectures, meetings, seminars, displays or classes;

5.7 promote, encourage, carry out or commission research, surveys, studies or other work and publish the useful results;

5.8 provide or appoint others to provide advice, guidance, representation and advocacy;

5.9 co-operate with other charities and bodies and exchange information and advice with them;

5.10 become a member, affiliate or associate of other charities and bodies;

5.11 support, set up or amalgamate with other charities with objects identical or similar to the Association's objects, and act as or appoint trustees, agents, nominees or delegates to control and manage such charities (including without limitation to act as trustee of any charitable trust of permanent endowment property held for any of the charitable purposes included in the Association's objects);

5.12 purchase or acquire all or any of the property, assets, liabilities and engagements of any charity with objects similar to the Association's objects;

5.13 pay out of the funds of the Association the costs of forming and registering the Association;

5.14 raise funds and invite and receive contributions from any person, provided that the Association shall not carry out any taxable trading activities out with the recommendations of OSCR in raising funds;

5.15 borrow and raise money on such terms and security as the Association may think suitable including for the purposes of investment or of raising funds in accordance with the restrictions imposed by the Charities and Trustee Investment (Scotland) Act 2005;

5.16 purchase, lease, hire or receive property of any kind including land, buildings and equipment and maintain and equip it for use;

5.17 sell, manage, lease, mortgage, exchange, dispose of or deal with all or any of its property;

5.18 make grants or loans of money and give guarantees;

5.19 set aside funds for special purposes or as reserves against future expenditure;

5.20 invest and deal with the Association's money not immediately required for its objects in or upon any investments, securities, or property;

5.21 delegate the management of investments to an appropriately experienced and qualified financial expert provided that:

5.21.1 the investment policy is set down in writing for the financial expert by the Trustees;

5.21.2 every transaction is reported promptly to the Trustees;

5.21.3 the performance of the investments is reviewed regularly by the Trustees;

5.21.4 the Trustees are entitled to cancel the delegation at any time;

5.21.5 the investment policy and the delegation arrangements are reviewed at least once a year;

5.21.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and

5.21.7 the financial expert may not do anything outside the powers of the Trustees;

5.22 arrange for investments or other property of the Association to be held in the name of a nominee (being a company or a limited liability partnership registered or having an established place of business in the United Kingdom) under the control of the Trustees or a financial expert acting under their instructions and to pay any reasonable fee required;

5.23 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;

5.24 open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute negotiable instruments such as promissory notes or bills of exchange;

5.25 trade in the course of carrying out any of its objects and carry on any other trade which is not expected to give rise to taxable profits;

5.26 establish or acquire subsidiary companies to carry on any trade;

5.27 subject to Article [6] (Limitation on private benefits), employ and pay employees and professionals or other advisors;

5.28 grant pensions and retirement benefits to employees of the Association and to their dependents and subscribe to funds or schemes for providing pensions and retirement benefits for employees of the Association and their dependents;

5.29 pay out of the funds of the Association the cost of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Association, including without limitation any liability to make a contribution to the Association's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading), provided that no such insurance shall extend to:

5.2.9.1 any claim arising from any liability incurred by the Trustees to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);

5.2.9.2 any liability incurred by the Trustees in defending any criminal proceedings in which the Trustees are convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct;

5.2.9.3 any liability incurred by the Trustees to the Association that arises out of any conduct which the Trustees knew (or must reasonably be assumed to have known) was not in the interests of the Association or in the case of which they did not care whether it was in the best interests of the Association or not; or

5.2.9.4 in relation to any liability to make a contribution to the Association's assets as specified in section 214 of the Insolvency Act 1986, any liability to make such a contribution where the basis of the Trustee's liability is their knowledge prior to the insolvent liquidation of the Association (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Association would avoid going into insolvent liquidation; and

5.30 do all such other lawful things as shall further the Association's objects.

6. Limitation on private benefits

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

6.2 Except as provided below no part of the income and property of the Association may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Association. This shall not prevent any payment in good faith by the Association of:

6.2.1 any payments made to any Member in their capacity as a beneficiary of the Association;

6.2.2 reasonable and proper remuneration to any Member for any goods or services supplied to the Association provided that if such Member is a Trustee Article [6.3] shall apply;

6.2.3 interest on money lent by any Member to the Association at a reasonable and proper rate;

6.2.4 any reasonable and proper rent for premises let by any Member to the Association.

6.3 Except as provided below no Trustee may sell goods, services or any interest in land to the Association; be employed by, or receive any remuneration from, the Association; or receive any other financial benefit from the Association. This shall not prevent any payment in good faith by the Association of:

6.3.1 any payments made to any Trustee or Connected Person in their capacity as a beneficiary of the Association;

6.3.2 reasonable and proper out of pocket expenses of the Trustees;

6.3.3 reasonable and proper remuneration to any Cross-Campus Officer Trustee or Connected Person for any goods or services supplied to the Association on the instructions of the Trustees provided that:

6.3.3.1 for the avoidance of doubt, the authorisation under this provision shall extend to the remuneration of Cross-Campus Officer Trustees and Connected Persons under contracts of employment with the Association;

6.3.3.2 subject to Article [6.3.3.1], the authorisation under this provision shall not extend to the service of acting as Trustee;

6.3.3.3 if the person being remunerated is a Trustee the procedure described in Article [50] (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision;

6.3.3.4 if the person being remunerated is a Connected Person the procedure described in Article [50] (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person;

6.3.3.5 subject to Article [6.5], this provision may not apply to more than half of the Trustees (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee); and

6.3.3.6 at all times the provisions of the Education Act and the Charities and Trustee Investment (Scotland) Act 2005 are complied with;

6.3.4 interest on money lent by any Trustee or Connected Person to the Association at a reasonable and proper rate;

6.3.5 any reasonable and proper rent for premises let by any Trustee or Connected Person to the Association;

6.3.6 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article [5.29];

6.3.7 any payments made to any Trustee or officer under the indemnity provisions set out at Article [60]; and

6.3.8 any payments authorised in writing by the Office of the Scottish Charity Regulator (OSCR).

6.4 For any transaction authorised by Article [6.3], the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Association shall be disapplied provided the relevant provisions of Article [6.3] have been complied with.

6.5 Where a vacancy arises on the Board of Trustees with the result that Article [6.3.3] applies to less than half of the Trustees, the Association may continue to pay remuneration to its Cross-Campus Officer Trustees and any Connected Persons receiving remuneration in accordance with Article [6.3.3] provided that the Association uses all reasonable endeavours to fill the vacancy as soon as possible.

7. Liability of Company Law Members

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

7.1 payment of the Association's debts and liabilities contracted before they cease to be a Company Law Member;

7.2 payment of the costs, charges and expenses of winding up; and

7.3 adjustment of the rights of the contributories among themselves.

8. Dissolution

If any property remains after the Association has been wound up or dissolved and all debts and liabilities have been satisfied, it shall not be paid to or distributed among the Members of the Association. It shall instead be given or transferred to some other charitable institution or institutions having similar objects to those of the Association and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as these Articles impose upon the Association. The institution or institutions which are to benefit shall be chosen by the Trustees of the Association at or before the time of winding up or dissolution.

9. Reviewing and amending the Articles

9.1 The Trustees and the Court of the University of the Highlands and Islands shall be required to review the provisions of the Association's Articles of Association at intervals of no more than five years.

9.2 Any amendment to the Association's Articles of Association shall require the following:

9.2.1 A resolution passed at an All Student meeting or in a Referendum by a two thirds majority vote approving the Proposal or the Proposal(s) (as the case may be);

9.2.2 A special resolution of the Company Law Members making the amendments to the Articles that have been approved by resolution of the Student Members in accordance with Article [9.2.1];

9.2.3 Approval at a convened meeting of representatives of Court of the University of the Highlands and Islands, subject to ratification of Court in its entirety.

Part Two
Members

10. Members of the Association

10.1 The Members of the Association shall be as follows:

10.1.1 Student Members; and

10.1.2 Company Law Members.

10.2 The Association may also have the following associate members:

10.2.1 Student Associate Members in accordance with Article [15].; and

10.2.2 Non-Student Associate Members in accordance with Article [16].

BECOMING AND CEASING TO BE A STUDENT MEMBER

11. Student Members

11.1 The Student Members of the Association shall be as follows:

11.1.1 each and every Student aged 16 and over registered with the academic partners whose representation structures are part of the Association, who has not opted out by notifying the University of the Highlands and Islands Student Records Office of their wish not to be a Student Member of the Association; and

11.1.2 the Cross-Campus Officer Trustees of the Association; and

11.1.3 the full-time Local Officers of the Association.

11.2 A register of students who have opted out of membership of the Association in accordance with these Articles shall be maintained by the University of the Highlands and Islands.

12. Termination of Student Membership

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

12.1.1 they cease to be a student. For the avoidance of doubt, this will include the situation where a Student Member's Student status with the University of the Highlands and Islands or its academic partners is revoked by the University of the Highlands and Islands or its academic partners;

12.1.2 they cease to be a Cross-Campus Student Officer; or

12.1.3 they cease to be a full-time Local Officer; or

12.1.4 they opt out of Student Membership by giving written notice to the University of the Highlands and Islands Student Records Office; or

12.1.5 a decision is made to remove them from Student Membership of the Association in accordance with the Association's Code of Conduct or the Disciplinary Procedure for Members Schedule.

12.2 Any student who has exercised their right to opt out of Student Membership shall not be unfairly disadvantaged, with regard to the provision of Association services or otherwise, by reason of having done so.

12.3 Any student who has exercised their right to opt out shall not be permitted to engage with the democratic governance structures of the Association.

BECOMING AND CEASING TO BE A COMPANY LAW MEMBER

13. Trustees as Company Law Members

13.1 The Trustees from time to time shall be the only Company Law Members of the Association.

13.2 A Trustee shall become a Company Law Member on becoming a Trustee.

13.3 The names of the Company Law Members of the Association shall be entered in the register of Company Law Members.

14. Termination of Company Law Membership

14.1 A Company Law Member shall cease to be a Company Law Member if they cease to be a Trustee.

14.2 Company Law Membership is not transferable and shall cease on death.

BECOMING AND CEASING TO BE ASSOCIATE MEMEBERS

15. Student Associate Members

15.1 Students registered with academic partners that maintain independent students' associations are not Student Members of the Association.

15.2 Students registered with academic partners that maintain independent students' associations have a category of membership, Student Associate Member, that enables them to be represented by the Highlands and Islands Students' Association at a cross-campus level.

15.3 This category of membership enables these students to fully participate in all Association business in relation to cross-campus matters. This includes Cross-Campus Officer Trustee elections, committees, referenda, petitions and any other cross-campus activity delivered by the Association.

15.4 Under agreement between the Highlands and Islands Students' Association and these independent students' associations, some services may be shared.

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

15.5.1 they cease to be a Student. For the avoidance of doubt, this will include the situation where a Student Associate Member's Student status with the University of the Highlands and Islands or its academic partners is revoked by the University of the Highlands and Islands or its academic partners;

15.5.2 they opt out of Student Associate Membership by giving written notice to the University of the Highlands and Islands Student Records Office; or

15.5.3 a decision is made to remove their Student Association Membership in accordance with the Association's Code of Conduct or the Disciplinary Procedure for Members Schedule.

16. Non-Student Associate members

16.1 The Annual All Student Meeting (AASM) may establish such classes of Non-Student Associate Membership with such description and with such rights and obligations as they think fit and may admit and remove such Non-Student Associate Members in accordance with the Schedules provided that no such Non-Student Associate Members shall be Members of the Association for the purposes of the Articles or the Companies Acts.

16.2 Non-Student Associate Members shall not be Members for the purposes of these Articles and shall not be entitled to vote on any matter.

MEMBERSHIP RIGHTS & RESPONSIBILITIES

17. Rights Of Membership

17.1 Student Members of the Association shall be entitled to;

17.1.1 Engage with the Association's democratic functions;

17.1.2 Utilise the social facilities administered by the Association;

17.1.3 Access the services and support facilities provided by the Association;

17.1.4 Join registered student groups (for example Sport Clubs and Societies) subject to the conditions of membership of such groups;

17.1.5 Engage in the democratic functions of student groups of which they are members;

17.1.6 Represent the organisation in competitive sport including, but not limited to, BUCS competitions subject to qualification conditions of each sporting body;

17.1.7 Be represented by the Association on academic issues and any other relevant issues that arise as a result of their student status; and

17.1.8 Attend Company Law Meetings as observers at the invitation of the Chair.

17.2 Company Law Members shall be entitled to;

17.2.1 Participate in Company Law meetings subject to their rules and regulations;

17.2.2 Utilise the social facilities administered by the Association;

17.2.3 Access the publicly available services provided by the Association (unless otherwise stated); and

17.2.4 Join registered student groups (for example Sport Clubs and Societies) subject to the conditions of non-student membership of such groups and the approval of their committee.

17.3 Student Associate Members shall be entitled to;

17.3.1 Engage with the Association's cross-campus democratic functions;

17.3.2 Utilise the social facilities administered by the Association;

17.3.3 Access the services and support facilities provided by the Association;

17.3.4 Join registered student groups (for example Sport Clubs and Societies) subject to the conditions of membership of such groups;

17.3.5 Engage in the democratic functions of student groups of which they are members;

17.3.6 Represent the organisation in competitive sport including, but not limited to, BUCS competitions subject to qualification conditions of each sporting body;

17.3.7 Be represented by the Association on academic issues and any other relevant issues that arise as a result of their student status; and

17.3.8 Attend Company Law Meetings as observers at the invitation of the Chair.

17.4 Non-Student Associate Members shall be entitled to;

17.4.1 Utilise the social facilities administered by the Association;

17.4.2 Access the publicly available services provided by the Association (unless otherwise stated);

17.4.3 Join registered student groups (for example Sports Clubs and Societies) subject to the conditions of Non-Student Associate Membership of such groups and the approval of their committee; and

17.4.4 Attend Company Law Meetings as observers at the invitation of the Chair.

18. Responsibilities Of Membership

18.1 All types of membership shall be subject to the Articles, Schedules and Policies of the Students' Association including the Code of Conduct.

19. Code of Conduct

19.1 The Board of Trustees will establish and monitor a “code of conduct” that all Student Members and all Student Associate 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 Association.

19.2 The code of conduct may include a range of sanctions for breach of the code of conduct by a Student Member or a Student Associate Member, including the suspension or removal of any or all of the rights and privileges of Student Membership or Student Associate Membership, including the holding of office.

Part Three
Meetings

20. Referendums

20.1 A Referendum may be called on any issue by:

20.1.1 a resolution of the Trustees; or

20.1.2 a majority vote of the Annual All Student Meeting; or

20.1.3 a majority vote of the All Student Meeting; or

20.1.4 A Secure Petition signed by at least 100 Student Members and/ or Associate Student Members

20.2 Subject to Article [31.1.2], a resolution may only be passed by Referendum if at least 200 Student Members and/ or Associate Student Members cast a vote in the Referendum and a majority of the votes cast are in favour of the resolution.

20.3 Referenda shall be conducted in accordance with these Articles and the Schedules.

20.4 Subject to Article [33.3], the Student Members may set Positional Policy by Referendum. Policy set by Referendum may overturn Positional Policy set by an Annual All Student Meeting (AASM) or an All Student Meeting (ASM).

21. Annual All Student Meetings

21.1 The Association shall hold an Annual All Student Meeting (AASM) each Academic Year which shall be called and held in accordance with these Articles and the Schedules. The Annual All Student Meeting (AASM) shall be held at such time and place as the Trustees shall think suitable to allow the maximum number of Student Members to attend.

21.2 The Annual All Student Meeting (AASM) shall, but is not limited to:

21.2.1 represent the voice of the Students;

21.2.2 ratify minutes of the previous Annual Student Members' Meeting (AASM);

21.2.3 receive the annual Trustee report and / or an overview of the Association's activities since the previous Annual All Student Meeting (AASM);

21.2.4 receive the accounts of the Association for the previous financial year;

21.2.5 subject to Article [33.3], set the Positional Policy of the Association and refer Positional Policy to Referenda of the Student Members;

21.2.6 ratify the decisions made by the Appointments and Remunerations Committee relating to the appointment of Student Trustees and External Trustees in accordance with Articles [26] and [27.1];

21.2.7 scrutinise the activity of the elected Student Officers;

21.2.8 question the Trustees;

21.2.9 make, repeal and amend the Schedules jointly with the Trustees in accordance with Article [52];

21.2.10 approve the list of affiliations of the Association; and

21.2.11 appoint Non-Student Associate Members in accordance with Article [16] and the Schedules

21.3 The Association may hold additional All Student Meetings (ASMs) in addition to the Annual All Student Meeting (AASM). Such meetings shall be called and held in accordance with the Schedules.

21.4 For the avoidance of doubt, any Annual All Student Meeting (AASM) or All Student Meeting (ASM) held under this Article [21] shall not be a Company Law Meeting of the Association for the purposes of the Companies Acts.

22. Company Law Meetings

22.1 The Trustees may call a Company Law Meeting at any time.

22.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

22.2 A Company Law Meeting will only be required where the Association wishes to pass a company law resolution (other than by way of written resolution) in accordance with the Articles and/or the Companies Acts, for example a resolution to amend the Association's Articles of Association.

23. Written Resolutions

23.1 Subject to this Article [23], a written resolution agreed by:

23.1.1 Company Law Members representing a simple majority; or

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

of the total voting rights of eligible Company Law Members shall be effective.

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

23.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

Circulation

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

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

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

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

Signifying agreement

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

23.8.1 identifying the resolution to which it relates; and

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

23.9 For the purposes of Article [23.8]:

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

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

23.9.2.1 the identity of the sender is confirmed in a manner specified by the Association; or

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

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

Part Four
Trustees

APPOINTMENT AND RETIREMENT OF TRUSTEES

24. Appointment of Trustees

The Trustees shall be made up of the following persons:

24.1 Cross-Campus Officer Trustees, elected in accordance with Article [25];

24.2 Student Trustees, appointed in accordance with Article [26];

24.3 External Trustees, appointed in accordance with Article [27].

25. Cross-Campus Officer Trustees

25.1 The Cross-Campus Officer Trustees shall be elected by secret ballot by the Student Members and Associate Student Members of the Association at an election to be held in accordance with the Schedules.

25.2 Cross-Campus Officer Trustees shall be elected in accordance with Article [25.1] to posts specified in the Schedules and each of these Cross-Campus Officer Trustees shall also hold office as a Trustee until they cease to be a Cross-Campus Officer Trustee in accordance with Article [31] or cease to be a Cross-Campus Officer Trustee in accordance with Articles [28]. Except where otherwise indicated, references in these Articles to “Cross-Campus Officer Trustees” are to individuals acting solely in their capacity as Cross-Campus Officer Trustees.

25.3 The Cross-Campus Officer Trustees shall remain in office for a term of one year commencing in accordance with the Schedules. 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 Cross-Campus Officer Trustee may be re-elected for a maximum further term of one year by the Student Members and Student Associate Members of the Association at an election to be held in accordance with the Schedules. For the avoidance of doubt, a Cross-Campus Officer Trustee’s terms of office may be either consecutive or non-consecutive.

25.4 Each Cross-Campus Officer must either be:

25.4.1 a Student Member; or

25.4.2 a Student Associate Member; or

25.4.3 a first year Cross-Campus Trustee; or

25.4.4 a full-time Local Officer;

at the time of their election.

25.5 In accordance with Article [11], each Cross-Campus Officer Trustee shall become a Student Member of the Association on commencement of their appointment or reappointment as a Cross-Campus Officer Trustee. Such Student Membership shall cease when the Cross-Campus Officer Trustee ceases to be a Cross-Campus Officer Trustee.

25.6 The Cross-Campus Officer Trustees shall be deemed to be “major Association office holders” for the purposes of Section 22 of the Education Act.

25.7 At the same time as commencing the term of office, each Cross-Campus Officer Trustee will enter into a contract of employment with the Association for a term to be determined by the Schedules. The duties and method of remuneration of each Cross-Campus Officer Trustee shall be as set out in the Schedules.

26. Student Trustees

Subject to Article [26.1] below, Student Trustees shall be appointed by a simple majority vote of the Appointments Committee provided that the appointment of each Student Trustee is ratified by a simple majority vote of the Annual All Student Meeting (AASM) or All Student Meeting (ASM). For the avoidance of doubt, such appointments shall not take effect until it has been ratified by the Annual All Student Meeting (AASM) or All Student Meeting (ASM).

26.1 Each Student Trustee must be a Student at the time of their appointment (and shall continue to be a Student for the duration of their term as a Student Trustee).

26.2 Student Trustees shall remain in office for a maximum term of two years commencing in accordance with the Schedules. The term of office may be shorter or longer on a transitional basis to coincide with the alteration of the year start or end.

26.3 A Student Trustee may serve a maximum of two terms which may either be consecutive or non-consecutive.

27. External Trustees

27.1 External Trustees shall be appointed by a simple majority vote of the Appointments Committee provided that the appointment of each External Trustee is ratified by a simple majority vote of the Annual All Student Meeting (AASM) or All Student Meeting (ASM). For the avoidance of doubt, such appointment shall not take effect until it has been ratified by the Annual All Student Meeting (AASM) or All Student Meeting (ASM).

27.2 Unless their appointment is terminated in accordance with Articles [28], [29] or [30], External Trustees shall remain in office for a term of up to four years commencing in accordance with the Schedules.

27.3 External Trustees may serve for a maximum of two terms which may either be consecutive or non-consecutive.

27.4 They may not be Student Members, Associate Student Members, employees of the Association, or serving governors at UHI.

28. Disqualification, Resignation and Removal of Trustees

The office of a Trustee shall be vacated if:

28.1 that person ceases to be a Trustee by virtue of any provision of the Companies Act 2006 or is prohibited from being a company director by law;

28.2 they become prohibited by law from being a charity trustee;

28.3 in the case of a Cross-Campus Officer Trustee, they cease to be a Cross-Campus Officer Trustee;

28.4 in the case of a Student Trustee, they cease to be either a Student Member or Student Associate Member;

28.5 in the case of a Cross-Campus Officer Trustee or a Student Trustee, their Student Membership or Student Associate Membership of the Association is removed in accordance with the Association's code of conduct;

28.6 they resign by notice to the Association (but only if at least three Trustees will remain in office when the notice of resignation is to take effect);

28.7 they fail to attend three consecutive meetings of the Trustees and in the opinion of the Trustees there are no mitigating circumstances for that failure and the Trustees therefore resolve that they are removed for this reason; or

28.8 they are removed from office under Article [29] or [30].

29. Removal of Student Trustees or External Trustees by an All Student Meeting (ASM)

The office of a Trustee shall be vacated if:

29.1 A motion of no confidence in the Trustee is passed by a two thirds majority vote at an All Student Meeting (ASM). Such a motion shall only be triggered by a Secure Petition of no confidence signed by at least 100 Student Members and, or Student Associate Members.

30. Removal of Trustees by the Board

The office of External Trustee or Student Trustee shall be vacated if a majority resolution of no confidence is passed by the Trustees. For the avoidance of doubt, the Trustee concerned and any Trustee who has a conflict of interest in relation to the matter shall not vote on this resolution and the quorum shall be adjusted accordingly in accordance with Article [46].

31. Removal of Cross-Campus Officer Trustees

31.1 A Cross-Campus Officer Trustees shall be removed from office if they:

31.1.1 resign or die;

31.1.2 are removed from office by a motion of no confidence: this is passed by a simple majority of the Student Members and/ or Student Associate Members voting in a Referendum, provided that at least 200 Student Members and/ or Student Associate 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 100 Student Members and/ or Student Associate Members;

31.1.3 provided that, such removal shall be subject to the Association having first carried out any steps it is required to take under the Elected Officer's contract of employment and/or the applicable disciplinary procedure and otherwise in accordance with good employment practice.

32. Replacement of Trustees

32.1 If a Cross-Campus Officer Trustee resigns, is disqualified or is removed from office at any time prior to the commencement of the Academic Year, the vacancy that results on the Board of Trustees shall be filled in accordance with the Schedules.

32.2 If a Cross-Campus Officer Trustee resigns, is disqualified or is removed from office after the commencement of the Academic Year the vacancy shall be filled in accordance with the Schedules. Any person elected under these Articles may be required to assume the responsibilities of the Cross-Campus Officer Trustee.

32.3 If a Student Trustee resigns, is disqualified or is removed from office, a Student Trustee may be appointed to the vacancy in accordance with Article [26].

32.4 If an External Trustee resigns, is disqualified or is removed from office, an External Trustee shall be appointed to the vacancy in accordance with Article [27.1].

TRUSTEES' POWERS AND RESPONSIBILITIES

33. Trustee's general authority

33.1 The Board of Trustees shall be responsible for the management and administration of the Association and (subject to the Education Act, these Articles and the Schedules) may exercise all the powers of the Association. A meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

33.2 The Board's powers under Article [33.1] shall include but not be limited to responsibility for:

33.2.1 the governance of the Association;

33.2.2 the budget of the Association; and

33.2.3 the strategy of the Association.

33.3 The Board of Trustees may override any decision or Positional Policy made by the Student Members and/ or Student Associate Members at an Annual All Student Meeting (AASM), or All Student Meeting (ASM), or by Referendum which the Trustees consider (in their absolute discretion):

33.3.1 has or may have any financial implications for the Association;

33.3.2 is or may be in breach of, contrary to or otherwise inconsistent with charity or education law or any other legal requirements (including ultra vires);

33.3.3 is not or may not be in the best interests of the Association or all or any of its charitable objects; or

33.3.4 will or may otherwise affect the discharge of any or all of the responsibilities referred to in Article [33.2].

33.4 No alteration of these Articles or the Schedules shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.

33.5 All acts done by a meeting of Trustees, or of a committee of the Trustees, shall be valid, even if it is later discovered that any Trustee who participated in the vote:

33.5.1 was not properly appointed;

33.5.2 was disqualified from holding office;

33.5.3 had vacated office; or

35.3.4 was not entitled to vote.

34. Trustees may delegate

34.1 Subject to the Articles, the Trustees may delegate any of the powers which are conferred on them under the Articles:

34.1.1 to such person or committee;

34.1.2 by such means (including by power of attorney);

34.1.3 to such an extent;

34.1.4 in relation to such matters or territories; and

34.1.5 on such terms and conditions as they think fit.

34.2 If the Trustees so specify, any such delegation may authorise further delegation of the Trustees' powers by any person to whom they are delegated.

34.3 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

35. Committees

35.1 In the case of delegation to committees:

35.1.1 the resolution making the delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);

35.1.2 subject to Article [35.3], the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;

35.1.3 the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported promptly to the Trustees and for that purpose every committee shall appoint a secretary;

35.1.4 no committee shall knowingly incur expenditure or liability on behalf of the Association except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

35.2 The Trustees shall establish and retire committees in accordance with their powers under Articles [33.1] and [33.2]. The remit and authority of such committees shall be defined in the Schedules.

35.3 For the avoidance of doubt, the Trustees may (in accordance with Articles [34] and [35.1]) delegate all financial matters to any committee provided that such committee shall include at least one Trustee. The Trustees may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit provided that the signature of at least one Trustee shall be required for cheques above a certain amount as set out in the Schedules and provided always that no committee shall incur expenditure on behalf of the Association except in accordance with a budget which has been approved by the Trustees.

35.4 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as applicable and not superseded by any Schedules.

36. Delegation of day-to-day management powers to the Association's Senior Manager

In the case of delegation of the day-to-day management of the Association to the Association's Senior Manager:

36.1 the delegated power shall be to manage the Association by implementing the policy and strategy adopted by and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget;

36.2 the Trustees shall provide the Association's Senior Manager with a description of their role and the extent of their authority;

36.3 the Association's Senior Manager shall report regularly to the Trustees on the activities undertaken in managing the Association and provide them regularly with management accounts sufficient to explain the financial position of the Association; and

36.4 the Trustees shall provide the Association's Senior Manager with a performance management structure to aid their work plan and development.

Part Five
Executive Committee

37. The Executive Committee

37.1 Unless the Trustees or schedules determine otherwise, the Executive Committee shall include:

37.1.1 the Cross-Campus Officer Trustees; and

37.1.2 one elected Local Officer from each academic partner.

37.2 The Executive Committee's responsibility shall not include the duties of the Trustees as set out in Article [33] but shall include representation and campaigning work and the implementation of Positional Policy save in so far as these responsibilities have not been delegated to another committee.

37.3 The Association's Senior Manager and the Association's management team may attend meetings of the Executive Committee at the request of the Executive Committee.

37.4 The Executive Committee shall meet in accordance with the Schedules.

38. Local Officers

38.1 Local Officers shall be elected by secret ballot by the Student Members of the Association at an election to be held in accordance with the Schedules.

38.2 The Local Officers shall remain in office for a term of one year commencing in accordance with the Schedules. 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 Local Officer may be re-elected for a maximum further term of one year by the Student Members of the Association at an election to be held in accordance with the Schedules. For the avoidance of doubt, the term of a Local Officer may be either consecutive or non-consecutive.

38.3 Each Local Officer must be a Student at the time of their election; in the case of a full-time Local Officer, they may be a first year full-time Local Officer at the time of their election.

38.4 In accordance with Article [11], each full-time Local Officer shall become a Student Member of the Association on commencement of their appointment or reappointment as a Local Officer. Such Student Membership shall cease when the Local Officer ceases to be a Local Officer.

38.5 Local Officers shall be deemed to be "major Association office holders" for the purposes of Section 22 of the Education Act.

38.6 At the same time as commencing the term of office, each Local Officer will enter into a contract of employment with the Association for a term to be determined by the Schedules. The duties and method of remuneration of each Local Officer shall be as set out in the Schedules.

38.7 A Local Officer shall be removed from office if they:

38.7.1 resign or die;

38.7.2 are removed from office by a motion of no confidence: this is passed by a simple majority of the Student Members and/ or Student Associate Members voting in a Referendum, provided that at least 200 Student Members and/ or Student Associate 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 100 Student Members and/ or Student Associate Members;

38.7.3 provided that, such removal shall be subject to the Association having first carried out any steps it is required to take under the Elected Officer's contract of employment and/or the applicable disciplinary procedure and otherwise in accordance with good employment practice.

Part Six
Decision Making by Trustees

DECISION-MAKING BY TRUSTEES

39. Trustees to take decisions collectively

Any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article [49] (Majority decisions without Trustees' meeting).

40. Trustees' meetings

40.1 The Trustees shall hold a minimum of four meetings in any Academic Year.

40.2 Guests or observers can attend meetings of the Trustees at the discretion of the Chair of the meeting.

41. Calling a Trustees' meeting

Two Trustees may, and the Association's Senior Manager at the request of two Trustees, shall call a Trustees' meeting.

42. Length of Notice

A Trustees' meeting shall be called by at least seven clear days' notice unless either:

42.1 all the Trustees agree to shorter notice; or

42.2 urgent circumstances require shorter notice.

43. Contents of Notice

Every notice calling a Trustees' meeting shall specify:

43.1 the place, day and time of the meeting;

43.2 the general particulars of all business to be considered at such meeting; and

43.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

44. Service of Notice

Notice of Trustees' meetings shall be given to each Trustee, but need not be in writing. Notice of Trustees' meeting may be sent by Electronic Means to an address provided by the Trustee for the purpose.

45. Participation in Trustees' meetings

45.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:

45.1.1 the meeting has been called and takes place in accordance with the Articles; and

45.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

45.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.

45.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

46. Quorum for Trustees' meetings

46.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

46.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than four. Unless otherwise fixed, the quorum shall be four and such quorum must include at least one Cross-Campus Officer Trustee. Where the resolution or issue under discussion concerns a matter in respect of which some or all of the Trustees have a conflict of interest, the quorum shall be four.

46.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to increase the number of Trustees, including by calling An All Student Meeting (ASM) so as to enable Student Members and/ or Student Associate Members to ratify further Student Trustees or External Trustees, or by calling an election so as to enable the Student Members and/ or Student Associate Members to elect further Cross-Campus Officer Trustees.

47. Chair and Deputy Chair

47.1 The Trustees shall appoint an External Trustee to be the Chair of the Trustees and may at any time remove them from office.

47.2 The Student President shall be the Deputy Chair of the Trustees

47.3 In the absence of the Chair and the Deputy Chair, another Trustee appointed by the Trustees present shall preside as chair of the meeting.

48. Casting vote

Questions arising at a Trustees' meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair of the meeting shall be entitled to a casting vote in addition to any other vote they may have.

49. Majority decisions without Trustees' meeting

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

49.2 If:

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

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

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

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

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

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

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

49.3.2 may communicate with each other by any means.

49.4 No decision shall be taken by the Trustees in accordance with Article [49] unless a quorum participates in the decision-making process. The quorum for Trustees' decision-making in accordance with Article [49] shall be the same as the quorum for Trustees' meetings as set out in Article [46].

49.5 The Chair or such other Trustee as shall be appointed by the Trustees shall be the chair of the process of decision-making in accordance with Article [49]. The process shall include:

49.5.1 circulation of the proposed decision with an indication of the time period for discussion and the date by which Trustees are asked to cast their votes;

49.5.2 the nomination of a person to whom all Trustees' votes must be communicated;

49.5.3 if a majority of the Trustees vote in favour of the decision, the nominated person shall communicate the decision to all the Trustees and the date of the decision shall be the date of the communication from the nominated person confirming formal approval; and

49.5.4 the nominated person must prepare a minute of the decision in accordance with Article [55].

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

50. Trustee interests and management of conflicts of interest

Declaration of interests

50.1 Unless Article [50.2] applies, a Trustee must declare the nature and extent of:

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

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

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

Participation in decision-making

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

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

50.4.1 the decision could result in the Trustee or any person who is connected with them receiving a benefit other than:

50.4.1.1 any benefit received in their capacity as a beneficiary of the Association (as permitted under Article [6.3.1]) and which is available generally to the beneficiaries of the Association;

50.4.1.2 the payment of premiums in respect of indemnity insurance effected in accordance with Article [5.29];

50.4.1.3 payment under the indemnity set out at Article [60]; and

50.4.1.4 reimbursement of expenses in accordance with Article [6.3.2]; or

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

in which case they must comply with Article [50.5].

50.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article [50.5], they must:

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

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

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

Continuing duties to the Association

50.6 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with their obligations under these Articles in respect of that conflict:

50.6.1 the Trustee shall not be in breach of their duties to the Association by withholding confidential information from the Association if to disclose it would result in a breach of any other duty or obligation of confidence owed by them; and

50.6.2 the Trustee shall not be accountable to the Association for any benefit expressly permitted under these Articles which they or any person connected with them derives from any matter or from any office, employment or position.

51. Register of Trustees' interests

The Trustees shall cause a register of Trustees' interests to be kept.

Part Seven
Administrative Arrangements and Miscellaneous Provision

52. Schedules

The Trustees and the membership (via either an Annual All Student Meeting (AASM) or an All Student Meeting (ASM)) shall have the power from time to time to jointly make, repeal or amend Schedules as to the management of the Association and its working practices provided that such Schedules shall not be inconsistent with these Articles.

53. Communications by and to the Association

Methods of communication

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

53.1.1 in Hard Copy Form;

53.1.2 in Electronic Form; or

53.1.3 by making it available on a website.

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

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

Deemed delivery

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

53.5 Where any document or information is sent or supplied by the Association to the Members:

53.5.1 where it is sent by post it is deemed to have been received 48 hours (excluding Saturdays, Sundays, and Public Holidays) after it was posted;

53.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;

53.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:

53.5.3.1 when the material was first made available on the website; or

53.5.3.2 if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

53.6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a Company Law Member) may agree with the Association that notices or documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

53.7 Where any document or information has been sent or supplied by the Association by Electronic Means and the Association receives notice that the message is undeliverable:

53.7.1 if the document or information has been sent to a Company Law Member and is notice of a Company Law Meeting of the Association, the Association is under no obligation to send a Hard Copy of the document or information to the Company Law Member's postal address as shown in the Association's register of Company Law Members, but may in its discretion choose to do so;

53.7.2 in all other cases, the Association shall send a Hard Copy of the document or information to the Member's postal address as shown in the Association's register of Members (if any), or in the case of a recipient who is not a Member, to the last known postal address for that person (if any); and

53.7.3 the date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

Exceptions

53.8 Copies of the Association's annual accounts and reports need not be sent to a person for whom the Association does not have a current address.

53.9 Notices of Company Law Meetings need not be sent to a Member who does not register an address with the Association, or who registers only a postal address outside the United Kingdom, or to a Company Law Member for whom the Association does not have a current address.

Communications to the Association

53.10 The provisions of the Companies Acts shall apply to communications to the Association.

54. Secretary

54.1 A Secretary may be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

54.1.1 anything authorised or required to be given or sent to, or served on, the Association by being sent to its Secretary may be given or sent to, or served on, the Association itself, and if addressed to the Secretary shall be treated as addressed to the Association; and

54.1.2 anything else required or authorised to be done by or to the Secretary of the Association may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

55. Minutes

55.1 The Trustees shall cause minutes to be made:

55.1.1 of all appointments of officers made by the Trustees;

55.1.2 of all resolutions of the Association and of the Trustees; and

55.1.3 of all proceedings at meetings of the Association and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any Student Member or Trustee of the Association, be sufficient evidence of the proceedings.

55.2 The minutes referred to in Article [55.1] above must be kept for at least ten years from the date of the meeting, resolution or decision.

55.3 The minutes of the meetings referred to in Article [55.1] above shall normally be considered open and shall be available to the Student Members on the Association's website, except where those minutes relate to any reserved or confidential matters, including without limitation staff-related or disciplinary matters. Copies of the minutes shall also be kept in the Association's offices

56. Records and accounts

56.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities and Trustee Investment (Scotland) Act 2005 as to maintaining a Company Law Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Office of the Scottish Charity Regulator (OSCR) of:

56.1.1 annual reports;

56.1.2 annual returns; and

56.1.3 annual statements of account.

56.2 Both Student Members and Student Associate Members of the Association have the right to ask the Trustees questions in writing about the content of any documents referred to in Article [56.1].

57. Irregularities

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

58. Patrons

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

59. Exclusion of model articles

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

60. Indemnity

TRUSTEES' INDEMNITY

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee shall and every other officer or auditor of the Association may be indemnified out of the assets of the Association against any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or in connection with any application in which relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Association, and against all costs, charges, losses, expenses or liabilities incurred by them in the execution and discharge of their duties or in relation thereto.