

Constitution of the University of Plymouth Students' Union

- A. University of Plymouth Students' Union (the "Union") is a students' union within the meaning of the Education Act 1994. The Union is devoted to the educational interests and welfare of its members**
- B. The Union will seek at all times to:**
- i. Ensure that the diversity of its membership is recognised and that equal access is available to all 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. This Constitution has been structured to give the Board of Trustees reasonable authority to manage the affairs of the Union in a professional manner. The members enjoy the right, which must be exercised in accordance with charity law, to elect a proportion of the Trustees and to dismiss all of the Trustees. The Board of Trustees will give the utmost consideration to the views of the Members.**
- D. Under the Education Act 1994, the University of Plymouth has a statutory duty to ensure that the Union operates in a fair and democratic manner and is held to proper account for its finances. The Union therefore works alongside the University of Plymouth in ensuring that the affairs of the Union are properly conducted and that the educational and welfare needs of the Union's Members are met.**

If any dispute arises in relation to the interpretation of this Constitution or any Schedules therein, it shall be resolved by the Officer Trustees.

UPSU Core Constitution

1 UPSU

- 1.1. There shall be a students' union in the name of The University of Plymouth Students' Union (UPSU).

2 Charitable Objects

- 2.1. UPSU's charitable objects are the advancement of education of students at the University of Plymouth for the public benefit by:-

- 2.1.1 Promoting the interests and welfare of students at the University of Plymouth during their course of study and representing, supporting and advising members;
- 2.1.2 Being the recognised representative channel between students and the University of Plymouth and any other external bodies; and
- 2.1.3 Providing social, cultural, sporting and recreational activities and forums for discussion and debate for the personal development of its members.

3 Powers

- 3.1. To further its objects, but not otherwise, UPSU may:

- 3.1.1 Provide services and facilities (including licensed facilities) for Members;
- 3.1.2 Establish, support, promote and operate a network of student activities for Members;
- 3.1.3 support any Raising and Giving (RAG) or similar fundraising activities carried out by its Members for charitable causes, including the provision of administrative support, banking facilities and acting as a holding trustee of any funds raised;
- 3.1.4 alone or with other organisations:
 - 3.1.4.1. carry out campaigning activities in relation to the development and implementation of appropriate policies;
 - 3.1.4.2. seek to influence public opinion; and
 - 3.1.4.3. make representations to and seek to influence governmental and other bodies and institutions provided that all such activities are conducted on the basis of well-founded, reasoned argument and shall be confined to those which an English charity may properly undertake and provided that UPSU

complies with the Education Act and any guidance published by the Charity Commission:

3.1.5 write, make, commission, print, publish and/or distribute materials, or assist in these activities;

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

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

3.1.8 provide or appoint others to provide guidance, representation and advocacy;

3.1.9 purchase, lease, hire or receive property including land, buildings and equipment and equip it for use;

3.1.10 sell, manage, lease, mortgage, exchange, dispose of or deal with all or any of its property (subject to any consent required by law);

3.1.11 borrow and raise money on such terms and security as UPSU may think suitable (subject to any consent required by law);

3.1.12 raise funds and invite and receive contributions from any person(s) provided that UPSU shall not undertake any taxable trading activities in raising funds;

3.1.13 trade in the course of carrying out any of its objects;

3.1.14 incorporate wholly owned subsidiary companies to carry on any taxable trade;

3.1.15 set up charities with identical or similar objects and/or promote, support, aid, amalgamate or co-operate with, become a member of, affiliate or associate of, and act as or appoint trustees, agents, nominees or delegates to control and manage charities and subscribe, lend or guarantee money to such charities;

3.1.16 undertake and execute any charitable trusts which may lawfully be undertaken by it;

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

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

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

- 3.1.19.1. the investment policy is set down in writing for the financial expert by the Trustees;
- 3.1.19.2. every transaction is reported promptly to the Trustees;
- 3.1.19.3. the performance of the investment is reviewed regularly by the Trustees;
- 3.1.19.4. the Trustees are entitled to cancel the delegation at any time;
- 3.1.19.5. the investment policy and the delegation arrangements are reviewed at least once a year;
- 3.1.19.6. 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
- 3.1.19.7. the financial expert may not do anything outside the powers of the Trustees;

3.1.20 arrange for investments or other property of UPSU 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 England and Wales) under the control of the Trustees or a financial expert acting under their instructions and to pay any reasonable fee required;

3.1.21 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;

3.1.22 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;

3.1.23 purchase or acquire all or any of the property, assets, liabilities and engagements of any charities with objects similar to UPSU's objects;

3.1.24 subject to the prior minuted approval of the University of Plymouth Board of Governors, incorporate and transfer all its assets and liabilities to a charitable limited liability legal entity (including but not limited to a company limited by guarantee or a charitable incorporated organisation (CIO));

3.1.25 employ and pay professionals or other advisors;

3.1.26 grant pensions and retirement benefits to staff of UPSU and to their dependants and subscribe to funds or schemes for providing pensions and retirement benefits for staff of UPSU and their dependants;

3.1.27 pay out of the funds of UPSU 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 UPSU but excluding:

- (a) fines imposed in criminal proceedings or sums payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (howsoever arising);
- (b) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee; and
- (c) liabilities to UPSU that result from conduct that the Trustee knew or ought to have known was not in the best interests of UPSU or in respect of which the person concerned did not care whether that conduct was in the best interests of UPSU or not; and

3.1.28 do all such other lawful things as shall further UPSU's objects.

3.2. The income and property of UPSU shall be applied solely towards the promotion of its charitable objects. No part shall be paid or transferred directly or indirectly to Members of UPSU and no Trustee may receive any remuneration or other benefit in money or money's worth from UPSU except for payment in good faith of:-

- 3.2.1 any payment made to any beneficiary of UPSU (including a Member) or a Trustee, namely the salary received by Executive Officer Trustees;
- 3.2.2 reasonable and proper remuneration to any person (not being a Trustee) for any services given to UPSU and of reasonable travelling and other out of pocket expenses necessarily incurred in carrying out the duties of any Member, officer or employee of UPSU;
- 3.2.3 interest on money lent to UPSU at a reasonable and proper rate;
- 3.2.4 any reasonable and proper rent for premises let to UPSU;
- 3.2.5 fees, remuneration or other benefits in money or money's worth to any company of which a Trustee or a member of his or her immediate family holds not more than one per cent of the capital;
- 3.2.6 reasonable and proper out-of-pocket expenses of Trustees;
- 3.2.7 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 4.1.25 of the Constitution;
- 3.2.8 the usual professional charges for business done by any Trustee who is a solicitor, accountant or other professional, or by any partner of his or hers, when instructed by UPSU to act in a professional capacity on its behalf; except that at no time shall a majority of the Members of UPSU or of the Trustees benefit under this provision and

provided that any such Member or Trustee shall withdraw from any meeting at which his or her appointment or payment or that of his or her partner is under discussion; and
3.2.9 reasonable and proper payment to any Executive Officer Trustee to be made by UPSU from time to time but:

- 3.2.9.1. only if the procedure described in appropriate schedule of this constitution is followed in relation to the Executive Officer Trustees; and
- 3.2.9.2. provided that this provision may not apply to more than five Executive Officer Trustees in any financial year at any one time; and
- 3.2.9.3. subject always to the provisions of section 22 of the Education Act (as amended, revoked, consolidated or re-enacted in any form).

4 Incorporation

4.1 The members at a general meeting or by Referendum may authorise the Trustees to transfer the assets and liabilities of the Union to a limited liability entity established for exclusively charitable purposes with the same or similar objects, and to dissolve the Union at any time following the transfer if it is considered appropriate to do so.

5 Dissolution

5.1 If any property remains after the Union 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 Union. It shall instead be given or transferred to some other charitable institution or institutions having similar objects to those of the Union 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 this Constitution imposes upon the Union. The institution or institutions which are to benefit shall be chosen by the Trustees of the Union at or before the time of winding up or dissolution.

6 Trustees

6.1 The Membership of the Board of Trustees shall be;

- 6.1.1 The five elected Executive Officer Trustees
- 6.1.2 Two appointed Student Trustee
- 6.1.3 Three appointed Independent Trustees

6.2 Trustees shall be elected or appointed as set out in this Constitution and its schedules

6.3 The office of a Trustee shall be vacated if:

- 6.3.1 he or she becomes prohibited by law from being a charity Trustee;
- 6.3.2 in the case of an Officer Trustee, he or she ceases to be an employee of the Union;
- 6.3.3 in the case of a Student Trustee, he or she ceases to be a student
- 6.3.4 he or she resigns by notice to the Union

6.3.5 he or she fails to attend three consecutive meetings of the Trustees and in the opinion of the Trustees there are no mitigating circumstances for that failure and the Trustees therefore resolve that he or she is removed for this reason; or

6.3.6 he or she is removed from office under clauses 6.3 to 6.9

6.4 The office of a Trustee shall be vacated if;

6.4.1 a motion of no confidence in the Trustee is passed by a simple majority of the Members voting in a referendum, provided that at least 500 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 250 Members, or;

6.4.2 a motion of no confidence is passed by a two thirds majority vote of Student Parliament. Such a motion shall only be triggered by a secure petition of no confidence signed by at least 250 Members

6.5 The office of an External 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 in this resolution. The quorum in this instance shall be not less than four Trustees two of which should be Officer Trustees

6.6 A resolution to remove a Trustee in accordance with clause 6.4 shall not be passed unless the Trustee concerned has been given 14 clear days notice in writing that the resolution has been proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard by or making written representations to the Trustees.

6.7 A Trustee removed from office in accordance with Clause 6.4 shall be entitled to appeal the decision to remove him or her to an Appeal Panel within 14 days of the resolution. The panel shall be made up of, at least; a nominee of the University of Plymouth, an independent person that is not a Trustee or member of Student Parliament and a member of Staff of UPSU

7 Membership

7.1. The Members of UPSU shall be as follows:

7.1.1 each and every registered student who has not opted out by notifying the University of his or her wish not to be a Member of UPSU; and

7.1.2 the Executive Officer Trustees of UPSU.

7.2. A Member shall automatically cease to be a Member of UPSU when he or she ceases to be a Student or subsequently opts out of Membership by giving written notice to the University in accordance with the schedules and/or when he or she ceases to be an Executive Officer Trustee.

7.3. Membership shall not be transferable.

7.4. The register of members shall comprise those who are at that time registered students of the University with the addition of those who are members by virtue of this constitution and its schedules and with the exception of any student who has, by notice to the University Secretary and UPSU President, opted out of UPSU membership

7.5 UPSU reserves the right to suspend or limit membership benefits as defined in the Members Disciplinary Procedure.

8 Associate Members

8.1. The Trustees may admit and remove Associate Members.

8.2. The following persons may be admitted as Associate Members, as the Trustees think fit:-

8.2.1 UPSU staff;

8.2.2 carers of Members, for whom any fee will be waived;

8.2.3 Honorary Life Members of UPSU; and

8.2.4 such persons as the Trustees consider to be friends of UPSU.

8.3. An application for Associate Membership shall be in such form as the Trustees determine. Associate Membership shall be subject to such rights and obligations as the Trustees consider appropriate.

8.4. Associate Members shall not be Members of UPSU for the purpose of this constitution and shall not be entitled to vote on any matter, attend UPSU meetings unless invited by the Trustees, hold office or participate in the decision making of any UPSU club or society or to represent the views of UPSU in any way.

9 Honorary Life Members

9.1. In accordance with the schedules, the Board of Trustees shall ratify the approval and removal of Honorary Trustees as voted on by Members at AGM.

9.2. Honorary Life Membership shall be subject to such rights and obligations as the Trustees consider appropriate.

9.3. Honorary Life Members shall not be Members for the purposes of this constitution and shall not be entitled to vote on any matter, attend UPSU meetings unless invited by the Trustees, hold office or participate in the decision making of any UPSU club or society or to represent the views of UPSU in any way.

10 Referenda

10.1 A referendum may be called on any issue by:

10.1.1 a majority vote by Student Parliament

10.1.2 a petition, including the name, course, student number and signature of at least 250 full members

10.1.3 a resolution of the Trustees

10.2 Referenda shall be conducted in accordance with the Constitution and its schedules.

11 General Meetings

11.1 The Union shall hold an Annual General Meeting once in each academic year. The Annual General Meeting shall be held in accordance with the schedules and shall be held at such a time and place as the Trustees shall think suitable to allow the maximum number of members to attend.

11.2 The Trustees may call a general meeting at any time. The Trustees shall call a General meeting on receiving a requisition to that effect, signed by a least 250 full members

12 Student Parliament

12.1. There shall be a Student Parliament

12.2 Student Parliament will consist of elected members and shall form the political leadership for UPSU

12.3 Student Parliament shall meet from time to time and will produce an annual report for Annual General Meeting

12.4 Student Parliament shall have the power to ratify the appointment of independent and student trustees to the Board of Trustees

12.5 Student Parliament shall operate, be administered and have powers as set out in the relevant schedule of this constitution.

13 Amendments to this Constitution

13.1. The Trustees and the University shall review this constitution at intervals of not more than five years, with effect from the date that this constitution came into effect.

13.2. Any vote to amend the Constitution shall require the following:

13.2.1 The written approval of the University Of Plymouth Board Of Governors, followed by;

13.2.2 The approval of a majority vote of the members of UPSU by referendum

13.2.3 Schedules and Appendices to this constitution can be changed by consultation with the University of Plymouth Secretary and Registrar; and through them the University of Plymouth Board of Governors, followed by a simple vote of Student Parliament

14 General

14.1 The Trustees shall keep minutes of all proceedings at Student Parliament of UPSU and meetings of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting. The minutes of these meetings will be available to Members. Decisions should also be summarised in the Trustees' reports to Student Parliament.

14.2. The Trustees shall comply with the requirements of the Education Act and the Charities Act 2006 (or any statutory re-enactment or modification of those Acts) as to keeping financial records and the audit or examinations of accounts

14.3 The Clubs and Societies are financially and constitutionally separate from the union and the union merely has parental/housekeeping control over their monies to ensure that there is no misappropriation of funds by any of their members

15 Notices

15.1 Any notice to be given to or by any person pursuant to the Constitution shall be in writing except that a notice calling a meeting of the Trustees need not be in writing.

15.2 UPSU may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the member at his or her address or by leaving it at that address, or by facsimile or by electronic means to his or her address or by posting it on the UPSU website.

15.3 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent or in the case of a notice posted on UPSU's website at the expiration of 48 hours after it was posted.

16 Disciplinary Procedures

16.1 The Trustees shall prepare and implement a disciplinary procedure, details of which shall be contained in the schedules.

16.2 All Members of UPSU and all Trustees shall be subject to the disciplinary procedure, particularly when on premises administered or events organised by UPSU.

16.3 The disciplinary procedure may include sanctions, including the indefinite suspension of any or all of the privileges of Membership of UPSU

17 Indemnity

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