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# **Constitution of Cranfield Students' Association**

## **Background**

- A. Cranfield Students' Association (CSA) is a students' union within the meaning of the Education Act 1994. CSA is devoted to the educational interests and welfare of its Members.
- B. CSA 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 CSA 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 Members.
- D. Under the Education Act 1994, Cranfield University has a statutory duty to ensure that CSA operates in a fair and democratic manner and is held to proper account for its finances. CSA therefore works alongside Cranfield University in ensuring that the affairs of CSA are properly conducted and that the educational and welfare needs of CSA's Members are met.

## **Definitions and Interpretation**

- 1. The meanings of any defined terms used in this Constitution are set out in Clause 105. If any dispute arises in relation to the interpretation of this Constitution, or any of the Bye-laws, it shall be resolved by the Board of Trustees.

## **Name**

- 2. There shall be a students' union in the name of Cranfield Students' Association (and in this Constitution called "CSA").

## **Objects**

3. CSA's objects are the advancement of education of Students at Cranfield University for the public benefit by:
  - 3.1 promoting the interests and welfare of Students at Cranfield University during their course of study and representing, supporting and advising Students;
  - 3.2 being the recognised representative channel between Students and Cranfield University and any other external bodies; and
  - 3.3 providing social, cultural, sporting and recreational activities and forums for discussions and debate for the personal development of its Students.

## **Powers**

4. To further its objects, but not to further any other purpose, CSA may:
  - 4.1 provide services and facilities for Members;
  - 4.2 establish, support, promote and operate a network of student activities for Members;
  - 4.3 support any 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;
  - 4.4 alone or with other organisations:
    - 4.4.1 carry out campaigning activities;
    - 4.4.2 seek to influence public opinion; and
    - 4.4.3 make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to the activities which an English and Welsh charity may properly undertake and provided that CSA complies with the Education Act and any guidance published by the Charity Commission;
  - 4.5 write, make, commission, print, publish or distribute materials or information or assist in these activities;
  - 4.6 promote, initiate, develop or carry out education and training and arrange, provide or assist with exhibitions, lectures, meetings, seminars, displays or classes;
  - 4.7 promote, encourage, carry out or commission research, surveys, studies or other work and publish the useful results;
  - 4.8 provide or appoint others to provide advice, guidance, representation and advocacy;
  - 4.9 co-operate with other charities and bodies and exchange information and advice with them;

- 4.10 become a member, affiliate or associate of other charities and bodies;
- 4.11 support, set up or amalgamate with other charities with objects identical or similar to CSA's objects, and act as or appoint trustees, agents, nominees or delegates to control and manage such charities;
- 4.12 purchase or acquire all or any of the property, assets, liabilities and engagements of any charity with objects similar to CSA's objects;
- 4.13 incorporate and transfer all its assets to a charitable limited liability legal entity, and dissolve at any time following such incorporation and transfer if the Trustees consider it appropriate to do so;
- 4.14 raise funds and invite and receive contributions from any person provided that CSA shall not carry out any taxable trading activities in raising funds;
- 4.15 borrow and raise money on such terms and security as CSA may think suitable (but only in accordance with the restrictions imposed by the Charities Act 1993);
- 4.16 purchase, lease, hire or receive property of any kind including land, buildings and equipment and maintain and equip it for use;
- 4.17 sell, manage, lease, mortgage, exchange, dispose of or deal with all or any of its property (but only in accordance with the restrictions imposed by the Charities Act 1993);
- 4.18 make grants or loans of money and give guarantees;
- 4.19 set aside funds for special purposes or as reserves against future expenditure;
- 4.20 invest and deal with CSA's money not immediately required for its objects in or upon any investments, securities, or property;
- 4.21 delegate the management of investments to an appropriately experienced and qualified financial expert provided that:
  - 4.21.1 the investment policy is set down in writing for the financial expert by the Trustees;
  - 4.21.2 every transaction is reported promptly to the Trustees;
  - 4.21.3 the performance of the investment is reviewed regularly by the Trustees;
  - 4.21.4 the Trustees are entitled to cancel the delegation at any time;
  - 4.21.5 the investment policy and the delegation arrangements are reviewed at least once a year;
  - 4.21.6 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
  - 4.21.7 the financial expert may not do anything outside the powers of the Trustees;

- 4.22 arrange for investments or other property of CSA 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;
- 4.23 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;
- 4.24 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;
- 4.25 trade in the course of carrying out any of its objects;
- 4.26 establish or acquire subsidiary companies to carry on any taxable trade;
- 4.27 subject to Clause 5 (Limitation on private benefits), employ and pay employees and professionals or other advisors;
- 4.28 grant pensions and retirement benefits to employees of CSA and to their dependants and subscribe to funds or schemes for providing pensions and retirement benefits for employees of CSA and their dependants;
- 4.29 pay out of the funds of CSA 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 CSA provided that no such insurance shall extend to:
  - 4.29.1 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);
  - 4.29.2 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; or
  - 4.29.3 any liability incurred by the Trustees to CSA that arises out of any conduct which the Trustees knew (or must reasonably be assumed to have known) was not in the interests of CSA or in the case of which they did not care whether it was in the best interests of CSA or not; and
- 4.30 do all such other lawful things as shall further CSA's objects.

## **Limitation on private benefits**

5. Limitation on private benefits shall be as follow.
  - 5.1 The income and property of CSA shall be applied solely towards the promotion of its objects.
  - 5.2 Except as provided below no part of the income and property of CSA may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of CSA. This shall not prevent any payment in good faith by CSA of:
    - 5.2.1 any payments made to any Member in their capacity as a beneficiary of CSA;
    - 5.2.2 reasonable and proper remuneration to any Member for any goods or services supplied to CSA provided that if such Member is a Trustee Clause 5.3 shall apply;
    - 5.2.3 interest on money lent by any Member to CSA at a reasonable and proper rate; and
    - 5.2.4 any reasonable and proper rent for premises let by any Member to CSA.
  - 5.3 Except as provided below no Trustee may sell goods, services or any interest in land to CSA; be employed by, or receive any remuneration from, CSA; or receive any other financial benefit from CSA. This shall not prevent any payment in good faith by CSA of:
    - 5.3.1 any payments made to any Trustee or Connected Person in their capacity as a beneficiary of CSA;
    - 5.3.2 reasonable and proper out of pocket expenses of the Trustees;
    - 5.3.3 reasonable and proper remuneration to any Officer Trustee or Connected Person for any goods or services supplied to CSA on the instructions of the Trustees provided that:
      - (a) for the avoidance of doubt, the authorisation under this provision shall extend to the remuneration of Officer Trustees and Connected Persons under contracts of employment with CSA;
      - (b) subject to Clause 5.3.3 (a), the authorisation under this provision shall not extend to the service of acting as Trustee;
      - (c) if the person being remunerated is a Trustee the procedure described in Clause 90 (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;
      - (d) if the person being remunerated is a Connected Person the procedure described in Clause 90 (Conflicts of Interest) must be followed by the

relevant Trustee in relation to any decisions regarding such Connected Person;

- (e) subject to Clause 5.6, this provision may not apply to more than half of the Trustees in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee); and
- (f) at all times the provisions of the Education Act are complied with;

- 5.3.4 interest on money lent by any Trustee or Connected Person to CSA at a reasonable and proper rate;
- 5.3.5 any reasonable and proper rent for premises let by any Trustee or Connected Person to CSA;
- 5.3.6 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Clause 104;
- 5.3.7 any payments made to any Trustee or officer under the indemnity provisions set out at Clause 103; and
- 5.3.8 any payments authorised in writing by the Charity Commission.

- 5.4 In Clauses 5.2 and 5.3, references to CSA shall be read as references to CSA and/or any Subsidiary Company.
- 5.5 For any transaction authorised by Clause 5.3 or Clause 5.4, the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with CSA shall be disapplied provided the relevant provisions of Clause 5.3 or Clause 5.4 have been complied with.
- 5.6 Where a vacancy arises on the Board of Trustees with the result that Clause 5.3.3 (e) applies to more than half of the Trustees, CSA may continue to pay remuneration to its Officer Trustees and any Connected Persons receiving remuneration in accordance with Clause 5.3.3 provided that CSA uses all reasonable endeavours to fill the vacancy as soon as possible.

### **Incorporation**

- 6. The Members at a General Meeting or by Referendum may authorise the Trustees to transfer the assets and liabilities of CSA to a limited liability entity established for exclusively charitable purposes with the same or similar objects, and to dissolve CSA at any time following the transfer if it is considered appropriate to do so.

### **Dissolution**

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

### **Amendments to the Constitution**

8. The Trustees and Cranfield University shall review this Constitution every five years, with effect from the date that this Constitution comes into effect.
9. No amendment of this Constitution shall be made which would have the effect of CSA ceasing to be a charity.
10. Clause 3 (Objects) and Clause 5 (Limitation on private benefits) may not be amended without the prior written consent of the Charity Commission.
11. Save where the amendment to the Constitution is a consequential amendment due to a change in the Bye-laws (for example, the number or heading name of Clauses), the Constitution may be amended by:
  - 11.1 a resolution of the Members passed at a General Meeting by at least 66% of those present and voting; or
  - 11.2 a resolution passed by a 66% majority of the Members voting in a Referendum provided that at least 500 Members cast a vote in the Referendum;provided that Cranfield University approves the amendments (as required for the purposes of compliance with Section 22 of the Education Act).

### **Membership**

#### ***Members***

12. The Members of CSA shall be as follows:
  - 12.1 each and every Registered Student of Cranfield University who has not opted out by notifying Cranfield University of his or her wish not to be a Member of CSA; and
  - 12.2 the Officer Trustees of CSA.
13. Membership shall not be transferable and shall cease on death. A Member shall automatically cease to be a Member of CSA if:
  - 13.1 he or she ceases to be either a Registered Student of Cranfield University or an Officer Trustee;
  - 13.2 he or she opts out of membership by giving written notice to Cranfield University;
  - 13.3 in the case of Members other than the Officer Trustees, a resolution is passed at a meeting of the Trustees at which at least half of the Trustees are present resolving that the Member be expelled on the ground that his or her continued membership is harmful to or is likely to become harmful to the interests of CSA. Such a resolution shall not be passed unless the Member has been given at least 14 clear days' notice

that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of either being heard by or making written representations to the Trustees. Such an expulsion should not be the primary route for Member discipline, but rather only applied in exceptional circumstances; those circumstances being at the discretion of the Board of Trustees.

14. Members' details shall be entered in a register of Members.
15. Members of CSA shall be entitled to the benefits set out in the Code of Practice relating to Cranfield University's obligations under Section 22 of the Education Act.

#### ***Associate Members***

16. The Trustees may elect to and remove from associate membership of CSA such persons or groups of persons as they consider to be fit. The Trustees shall determine the form of application for associate membership, and associate membership shall be subject to such rights and obligations as the Trustees consider appropriate.
17. Associate Members shall not be Members for the purposes of this Constitution and shall not be entitled to vote on any matter.

#### **Referenda**

18. A Referendum may be called on any issue by:
  - 18.1 a resolution of the Trustees;
  - 18.2 a Secure Petition signed by at least 75 Members.
19. Subject to Clause 11.2, a resolution may only be passed by Referendum if either at least 500 Members cast a vote in an institution-wide Referendum or at least an equivalent proportion of Members cast a vote in a campus-specific Referendum and, in either case, at least 66% of the votes cast are in favour of the resolution.
20. Referenda shall be conducted in accordance with this Constitution and the Bye-laws.
21. Subject to Clause 60, the Members may set Policy by Referenda. Policy set by Referenda may overturn Policy set either by the Members in General Meeting or Student Council.

#### **General Meetings**

##### ***Annual General Meeting***

22. CSA shall hold an Annual General Meeting (AGM) once in each calendar year. Not more than 18 months shall pass between the date of one Annual General Meeting and the next. The Annual General Meeting shall be held at such time and place as the Trustees shall think suitable to allow the maximum number of Members to attend.

### ***Other General Meetings***

23. 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 at least 75 Members having the right to attend and vote at general meetings.

### ***Location of Meetings***

24. Annual and other General Meetings may be carried out at one single venue or simultaneously at a maximum of three separate venues with a video, audio or other real-time link between all of the venues. At the start of such meetings, each venue must indicate by majority vote that they are satisfied with the meeting set-up and technology.

### ***Length of Notice***

25. A General Meeting shall be called by at least 14 clear days' written notice.

### ***Contents of Notice***

26. Every notice calling a General Meeting shall specify the place, day and time of the meeting and the general nature of the business to be transacted. If the meeting is an Annual General Meeting, the notice must say so and the business to be transacted shall include:
  - 26.1 ratification of the minutes of the previous AGM;
  - 26.2 receiving the report of the Trustees on CSA's activities since the previous AGM;
  - 26.3 receiving the accounts of CSA for the previous financial year;
  - 26.4 appointment of the auditors;
  - 26.5 approving the list of affiliations of CSA; and
  - 26.6 open questions to the Trustees by the Members.

### ***Service of Notice***

27. Notice of a General Meeting shall be given to every Member, the Trustees and any patron of CSA. Posting of notice on the official CSA website will be considered sufficient notice for this purpose.

### ***Quorum***

28. No business shall be transacted at any general meeting unless a quorum is present. 75 persons entitled to vote upon the business to be transacted, each being a Member (but excluding Trustees), shall be a quorum.
29. If such a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum. However, should the quorum be less than 75 the Chair may adjourn the meeting at their own discretion should they

consider the business to be conducted as being of such a serious nature that a full quorum is necessary.

### ***Chair***

30. The President, or in their absence a Vice-President, shall preside as chair of the meeting. In the absence of both, the Members present and entitled to vote shall choose one of their number to be chair.

### ***Attendance***

31. A Trustee, even if not a Member, may attend and speak at any General Meeting. An Associate Member may attend any General Meeting and speak if invited to do so by the chair.

### ***Adjournment***

32. The chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

### ***Votes of Members at General Meetings***

33. Every Member has the right to attend general meetings and the right to vote. A resolution put to the vote of a General Meeting shall, subject to Clause 34, be decided on a show of hands, and every Member shall have one vote.
34. The chair shall, if so directed by an open vote of the meeting, call a secret ballot of the meeting to determine the vote on a resolution. Should such a ballot be required, it and the subsequent count will be administered by the Election Manager or, in their absence, another member of CSA senior staff.
35. Every resolution put to the vote of a General Meeting shall be decided by a simple majority of the votes cast unless this Constitution provides otherwise.

## **Trustees**

### ***Appointment of Trustees***

36. The Trustees shall be made up of the following persons as defined in the Bye-laws:
  - 36.1 not more than three Officer Trustees, elected in accordance with Clause 37;
  - 36.2 not more than two Student Trustees, elected in accordance with Clause 42;
  - 36.3 not more than three External Trustees, appointed in accordance with Clause 46.

### ***Officer Trustees***

37. Up to three Officer Trustees shall be elected by secret ballot by the Members of CSA at an election to be held in accordance with the Bye-laws. They shall be elected to the named Executive posts as set out in the Bye-laws and will be *ex officio* Officer Trustees.
38. Subject to Clauses 49 and 50, Officer Trustees shall remain in office for a term of one year commencing in accordance with the Bye-laws. The term of office may be shorter or longer on a transitional basis to coincide with an alteration of the year start or end. Subject to a transitional change in the year of office, an Officer Trustee may be re-elected for a maximum further term of one year by the Members of CSA at an election to be held in accordance with the Bye-laws. For the avoidance of doubt, an Officer Trustee's two terms of office may be either consecutive or non-consecutive.
39. Each Officer Trustee must be either a Student or an Officer Trustee at the time of their election. An Officer Trustee shall become a Member of CSA on commencement of their appointment or re-appointment as an Officer Trustee. Such membership of CSA shall cease when the Officer Trustee ceases to hold such office.
40. The Officer Trustees shall be deemed to be "major union office holders" for the purposes of Section 22 of the Education Act.
41. At the same time as commencing their term of office as a Trustee, an Officer Trustee, if a paid Officer of the CSA, will enter into a contract of employment with CSA for a term to coincide with their term of office as a Trustee. The method of remuneration of each Officer Trustee shall be as set out in the Bye-laws.

### ***Student Trustees***

42. Subject to Clause 43 below, up to two Student Trustees shall be elected by secret ballot by the Members, from such persons as have been nominated by the Appointments Committee, at an election to be held in accordance with the Bye-laws.
43. Each Student Trustee must be a Registered Student at the time of his or her election (and must continue to be a Registered Student for the duration of their term as a Student Trustee).
44. Subject to Clauses 49 and 50, Student Trustees shall remain in office for a term of up to two years commencing in accordance with the Bye-laws. The term of office may be shorter or longer on a transitional basis to coincide with the alteration of the year start or end.
45. A Student Trustee may serve a maximum of two consecutive or non-consecutive terms.

### ***External Trustees***

46. Up to three 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 66% majority vote of either General Meeting or all extant Student Councils. For the avoidance of doubt, such appointment shall not take effect until it has been so ratified.
47. Unless their appointment is terminated in accordance with Clauses 49 to 53, External Trustees shall remain in office for a term of up to three years commencing in accordance with the Bye-laws.
48. Subject to Clauses 49 to 53, External Trustees may serve a maximum of two terms which may either be consecutive or non-consecutive.

### ***Disqualification, Resignation and Removal of Trustees***

49. The office of a Trustee shall be vacated if:
  - 49.1 he or she becomes prohibited by law from being a charity trustee;
  - 49.2 in the case of an Officer Trustee who is not a student of Cranfield University, he or she ceases to be an employee of CSA;
  - 49.3 otherwise in the case of an Officer Trustee and always in the case of a Student Trustee, he or she ceases to be a Registered Student of Cranfield University;
  - 49.4 he or she resigns by notice to CSA (but only if at least four Trustees will remain in office when the notice of resignation is to take effect);
  - 49.5 the Trustees reasonably believe he or she is suffering from mental or physical disorder and is incapable of acting as a trustee and they resolve that he or she be removed from office;
  - 49.6 he or she fails to attend two 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 be removed for this reason;
  - 49.7 he or she reaches the end of their term of office as defined in the Bye-laws; or
  - 49.8 he or she is removed from office under Clauses 50 to 53.

### ***Removal of Trustees by the Members via Referendum or General Meeting***

50. The office of a Trustee shall be vacated if:
  - 50.1 a motion of no confidence in the Trustee is passed by a 66% 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 75 Members; or

- 50.2 a motion of no confidence in the Trustee is passed by a 66% majority in a vote of a General Meeting; and
- 50.3 any relevant appeals process as described in the Bye-laws has been completed.

***Removal of External Trustees by the Board of Trustees***

- 51. The office of 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 on this resolution and the quorum shall be adjusted in accordance with Clause 82.
- 52. A resolution to remove a Trustee in accordance with Clause 51 shall not be passed unless the Trustee concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard by or making written representations to the Trustees.
- 53. A Trustee removed from office in accordance with Clause 51 shall be entitled to appeal the decision for removal to an Appeals Committee within 14 days of the resolution. The constitution, selection and procedures of the Appeals Committee shall be set out in the Bye-laws. CSA may consult with NUS in relation to the appeals process and in particular the appointment of independent persons to the Appeals Committee.

***Replacement of Trustees***

- 54. If an Officer Trustee resigns, is disqualified or removed from office at any time the vacancy shall remain until the next elections are held.
- 55. If a Student Trustee resigns, is disqualified or removed from office at any time the vacancy shall remain until the next elections are held.
- 56. If an External Trustee resigns, is disqualified or removed from office, an External Trustee shall be appointed to the vacancy in accordance with Clause 46.

***Powers of the Trustees***

- 57. The Board of Trustees shall be responsible for the management and administration of CSA and (subject to the Education Act, this Constitution and the Bye-laws) may exercise all the powers of CSA. A meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.
- 58. No alteration of this Constitution or the Bye-laws shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.
- 59. The Board's powers under Clause 57 shall include but not be limited to responsibility for:
  - 59.1 the governance of CSA;

- 59.2 the budget and finance of CSA;
- 59.3 the strategy of CSA.
- 60. The Board of Trustees may override any decision and/or Policy made by the Members in General Meeting or Referendum or by Student Council which the Trustees consider (in their absolute discretion):
  - 60.1 has or may have financial implications for CSA;
  - 60.2 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);
  - 60.3 is not or may not be in the best interests of CSA or all or any of its charitable objects; or
  - 60.4 will or may otherwise affect the discharge of any or all of the responsibilities referred to in Clause 59.
- 61. The continuing Trustees or a sole continuing Trustee may act notwithstanding any vacancies in their number. However, if and so long as the number of Trustees is less than the number fixed as the quorum in Clause 82, the Trustees may only act to:
  - 61.1 increase the number of Trustees (including by arranging an election) so that there is a quorum; and
  - 61.2 ensure that CSA continues to operate within previously established procedures.
- 62. All acts carried out 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:
  - 62.1 was not properly appointed;
  - 62.2 was disqualified from holding office;
  - 62.3 had vacated office; or
  - 62.4 was not entitled to vote.

***Delegation of Trustees' powers***

- 63. The Trustees may, by power of attorney or otherwise, appoint any person to be the agent of CSA for such purposes and on such conditions as they determine in accordance with the conditions set out in this Constitution.
- 64. The Trustees may delegate any of their powers or functions to any committee or the implementation of any of their resolutions and day-to-day management of the affairs of CSA to any person or committee in accordance with the conditions set out in this Constitution.



### ***Delegation to committees***

- 65. In the case of delegation to committees:
  - 65.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (though the resolution may allow the committee to make co-options up to a specified number);
  - 65.2 subject to this Constitution and the Bye-laws, 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;
  - 65.3 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 forthwith to the Trustees and for that purpose every committee shall appoint a secretary;
  - 65.4 all delegations under this Clause shall be revocable at any time; and
  - 65.5 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as they may from time to time think fit.
- 66. The Trustees shall establish the following committees, which is a non-exhaustive list, in accordance with their powers under Clauses 64 and 65:
  - 66.1 Executive Committee(s) (as further described in Clauses 70 to 73);
  - 66.2 Appointments Committee (as described in the Bye-laws).

### ***Proceedings of Sub-committees of the Board of Trustees***

- 67. The meetings and proceedings of any committee shall be governed by the provisions of this Constitution regulating the meetings and proceedings of the Trustees so far as the same are applicable and are not superseded by any Bye-laws.

### ***Delegation of day-to-day management powers to a Senior Manager***

- 68. In the case of delegation of the day-to-day management of CSA to the Senior Manager of CSA:
  - 68.1 the delegated power shall be to manage CSA 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;
  - 68.2 the Trustees shall provide the Senior Manager with a description of their role and the extent of their authority;
  - 68.3 the Senior Manager shall report regularly to the Trustees on the activities undertaken in managing CSA and provide them regularly with management accounts sufficient to explain the financial position of CSA; and

- 68.4 the Trustees shall provide the Senior Manager with a performance management structure to aid their work plan and development. The final responsibility for any aspect of the employment of the Senior Manager shall lie with the direct employer.

***Delegation of financial matters and bank account(s)***

69. For the avoidance of doubt, the Trustees may (in accordance with Clauses 64 and 65) delegate financial matters to a committee provided that such committee shall include at least one Trustee and as many other Trustees as wish to sit on such a committee. The Trustees may empower such committee to resolve upon the operation of any bank account(s) 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 CSA Financial Procedures and approved by the Trustees, and provided always that no committee shall incur expenditure on behalf of CSA except in accordance with a budget which has been approved by the Trustees. The establishment of such a committee does not absolve the Trustees of their overall responsibilities for the financial affairs of CSA.

**Executive Committee(s)**

70. Unless the Trustees determine otherwise, Executive Committees shall consist of the elected Officers of CSA relevant to the campus at which that committee will operate. At the discretion of the Trustees, the CSA may operate with either a single Executive Committee or separate Executive Committees for each campus.
71. The quorum of an Executive Committee shall be half the number of relevant elected Officers plus one, unless less than this number remain in active office (that is, not suspended, long-term sick or similarly unavailable within a reasonable time period), in which case it shall be all the remaining Officers.
72. The Executive Committee(s) shall meet in accordance with the Bye-laws. The Executive Committee(s)'s responsibility shall not include the duties of the Trustees as set out in Clause 60 but shall include representation, campaigning, implementation of Policy and monitoring CSA operations save in so far as these responsibilities have not been delegated to another committee.
73. The Senior Manager and CSA's other managers may attend meetings of the Executive Committee(s) at the request of the Executive Committee(s).

**Bye-laws**

74. The Trustees and General Meeting shall have the power from time to time to jointly make, repeal or amend Bye-laws as to the management of CSA and its working practices provided that such Bye-laws shall not be inconsistent with this Constitution.

**Proceedings of the Trustees**

75. Subject to the provisions of this Constitution and the Bye-laws, the Trustees may regulate their proceedings as they see fit.

### ***Trustees' meetings***

76. The Trustees shall hold a minimum of four meetings in any Academic Year.
77. Two Trustees may, and the CSA Senior Manager at the request of two Trustees shall, call a meeting of the Trustees.
78. Guests or observers may attend meetings of the Trustees at the discretion of the Chair.

### ***Length of notice***

79. A Trustees' meeting shall be called by at least seven clear days' notice unless either:
  - 79.1 all the Trustees agree to shorter notice; or
  - 79.2 urgent circumstances require shorter notice.

### ***Contents of notice***

80. Every notice calling a Trustees' meeting shall specify the place, day and time of the meeting and the general particulars of all business to be considered at such meeting.

### ***Service of notice***

81. Notice of Trustees' meetings shall be sent to each Trustee by post or by electronic communication.

### ***Quorum***

82. The quorum for Trustees' meetings shall be four and such quorum must include at least two Officer or Student Trustees. 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 not including the Trustees having such interest.

### ***Chair and Deputy Chair***

83. The Trustees shall appoint an External Trustee to be Chair of the Trustees and may at any time remove them from the position of Chair.
84. The CSA President shall be the Vice Chair of the Trustees.
85. In the absence of the Chair and the Vice Chair, another Trustee appointed by the Trustees present shall preside as chair of the meeting.

### ***Decision making by Trustees at meetings***

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

### *Virtual meetings*

87. A Trustees' meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Trustees in which all participants may communicate simultaneously with all other participants.

### *Unanimous Trustee decisions without a meeting*

88. The Trustees may take a unanimous decision without a Trustees' meeting by indicating to each other by any means, including without limitation by electronic communication, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing. Such a decision of the Trustees shall be as valid and effectual as if it had been taken at a Trustees' meeting duly convened and held

### *Majority Trustee decisions without a meeting*

89. The Trustees may, in the circumstances outlined in this Clause, make a two-thirds majority decision without holding a Trustees' meeting.

89.1 If:

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

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

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

89.1.4 a two-thirds majority of the Trustees vote in favour of a particular decision on that matter; then

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

- 89.2 Trustees participating in the taking of such a decision otherwise than at a Trustees' meeting in accordance with this Clause:

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

89.2.2 may communicate with each other by any means.

- 89.3 No decision shall be taken by the Trustees in accordance with this Clause unless a quorum participates in the decision-making process. The quorum for Trustees' decision-making in accordance with this Clause shall be the same as the quorum for Trustees' meetings as set out in Clause 82.

89.4 The Chair, or such other Trustee as shall be appointed by the Trustees, shall be the chair of the process of decision-making in accordance with this Clause. The process shall include:

89.4.1 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;

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

89.4.3 if a two-thirds majority of the Trustees votes 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

89.4.4 the nominated person must prepare a minute of the decision in accordance with Clause 96.

### ***Conflicts of Interest***

90. Whenever a matter is to be discussed at a meeting or decided in accordance with Clauses 88 and 89 and a Trustee has a personal interest in respect of that matter then they must:

90.1 declare their interest to the Trustees;

90.2 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;

90.3 not be counted in the quorum for that part of the meeting or decision-making process; and

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

91. If any question arises as to whether a Trustee has a Personal Interest, the question shall be decided by a majority decision of the other Trustees.

92. In particular, Clause 90 shall apply to any matter that may directly or indirectly relate to the position of an Officer Trustee who is or is to be remunerated as an employee by CSA.

### **Student Council**

93. Student Council shall represent the voice of the Students.

94. The composition and proceedings of the Student Council shall be set out in the Bye-laws.

### **Irregularities**

95. The proceedings at any meeting 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 by reason of any business being considered which is not specified in the notice.

### **Minutes**

96. The Trustees shall keep minutes of:
- 96.1 all proceedings at General Meetings and Student Council of CSA and of meetings of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting; and
  - 96.2 all resolutions of the Members and of the Trustees; and
  - 96.3 any such minute, if purported to be signed by the Chair of the meeting at which the proceedings were had, or by the Chair of the next succeeding meeting, shall, as against any Member or Trustee of CSA, be sufficient evidence of the proceedings or the resolution.
97. The minutes of the meetings referred to in Clause 96 above shall normally be considered open and shall be available to the Members on CSA'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 CSA's offices.

### **Accounts and Reports**

98. The Trustees shall comply with the requirements of the Education Act and the Charities Act 1993 as to keeping financial records, the audit or examination of accounts.
99. The Members of CSA have the right to ask the Trustees questions in writing about the content of any documents referred to in Clause 98.

### **Notices**

100. Subject to Clause 101, any notice to be given to or by any person pursuant to this Constitution shall be in writing except that a notice calling a meeting of the Trustees need not be in writing.
101. CSA may give any notice in writing to a Member either:
- 101.1 personally;
  - 101.2 by sending it by post in a prepaid envelope addressed to the Member at their address;
  - 101.3 by leaving it at the address of the Member;
  - 101.4 by electronic communication to the Member's Cranfield University address; or
  - 101.5 by posting it on CSA's website.

A Member present at any meeting of CSA shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

102. 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 CSA's website at the expiration of 48 hours after it was posted.

### **Indemnity**

103. Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee shall and every other officer, employee or auditor of CSA may be indemnified out of the assets of CSA 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 CSA, and against all costs, charges, losses, expenses or liabilities incurred by them in the execution and discharge of his or her duties or in relation thereto.

### **Trustees' Indemnity Insurance**

104. The Trustees shall have power to resolve pursuant to Clause 4.29 to effect trustees' indemnity insurance, despite their interest in such policy.

## Definitions and Abbreviations

105. In this constitution, the following terms shall have the following meanings:

<b>Term</b>	<b>Meaning</b>
“Annual General Meeting”	The annual meetings of members to receive reports from officers and discuss policy and procedures.
“AGM”	
“Appointments Committee”	The committee set up in accordance with the Bye-Laws.
“Associate Members”	Individuals or groups, other than full members, who are entitled to non-voting membership benefits as decided by the Trustees.
“Board of Trustees” or “Board”	The Board of Trustees of CSA.
“Bye-laws”	The Bye-laws setting out the working practices of CSA made from time to time in accordance with the CSA Constitution.
“Chair”	The chair of the Board of Trustees. Similarly, the chair of any committee relevant to the described section of the Constitution or Bye-laws.
“Senior Manager”	The General Manager, Chief Executive or similar person of CSA who is appointed by the Board of Trustees as the senior manager of the organisation.
“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 Cranfield University’s obligations under Section 22 of the Education Act;
“Connected Person”	Any person falling within one of the following categories and where payment to that person might result in the relevant 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 other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship; 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.
“Constitution”	The CSA Constitution.



“Cranfield University”	Cranfield University incorporated by Royal Charter 1969. The University was declared an ‘exempt charity’ for the purposes of the Charities Act 1993 by Statutory Instrument 1993 No. 2359.
“CSA”	Cranfield Students’ Association
“Executive Committee”	The CSA elected Officers on a particular campus.
“External Trustee”	A Trustee who for the avoidance of doubt shall not be deemed to be either a major union office holder or a sabbatical union office holder for the purposes of section 22 of the Education Act.
“In Writing”	Written, printed or transmitted writing including by electronic communication.
“Members”	Members of CSA being Registered Students at Cranfield University and the Sabbatical Officer Trustees.
“NUS”	National Union of Students.
“Office”	The head office of CSA.
“Patron”	Any person that actively supports or champions the interests of CSA
“Personal Interest”	A financial interest or an interest that does not arise in the ordinary course of being a Member or a Trustee (for example, being a member of a club or society).
“Policy”	Representative and campaigning policy set by Referenda or the General Meeting.
“President”	The President of CSA, as elected by the Members in accordance with the Bye-laws.
“RaG”	The Raise and Give activities which develop Students by providing them with an opportunity to raise funds for charitable causes.
“Referendum”	A ballot in which all Members of CSA are entitled to cast a vote, the protocol for which is set out in the Bye-laws.
“Secure Petition”	A written request to CSA which shall be fixed in a pre-arranged place or places or held securely on-line.

“Registered Student”	Any individual who is formally registered for an approved programme of study provided by Cranfield University leading directly to the award of a degree or other academic distinction of the University. For the avoidance of doubt, Cranfield University shall determine such status of individuals or groups.
“Student”	
“Student Council”	The body of Students constituted in accordance with this Constitution and the Bye-laws of CSA.
“Student Trustee”	A Trustee elected who is a Student and for the avoidance of doubt shall not, for the purposes of Section 22 of the Education Act, be a major union office holder.
“Subsidiary Company”	Any company in which CSA 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 Officer Trustees, the Student Trustees and the External Trustees.
“Vice President”	A Vice President of CSA, as elected by the Members in accordance with the Bye-laws.

Words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

Any reference to a statute, statutory provision or subordinate legislation (“legislation”) shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which (either with or without modification) re-enacts, consolidates or enacts in rewritten form any such legislation.