

Imperial College Union

Constitution Articles of Association

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A. Introduction

1. There shall be a students' union in the name of Imperial College Union (and in this Constitution it is called "the Union").
2. Imperial College 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.
3. The Union will seek at all times to:
 - 3.1. ensure that the diversity of its membership is recognised and that equal access is available to all Members of whatever origin or orientation; and
 - 3.2. pursue its aims and objectives independent of any political party or religious group.
4. 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 any of the Trustees. The Board of Trustees will give the utmost consideration to the views of Members.
5. Under the Education Act 1994, Imperial College London 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 with Imperial College London 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.
6. 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 Imperial College London.
7. The meanings of any defined terms used in this Constitution or associated Bye-Laws are set out in Section I.

B. Objects

1. The Union's objects are the advancement of education of students at Imperial College London for the public benefit by:
 2. promoting the educational interests and welfare of students at Imperial College London during their course of study and representing, supporting and advising students;
 3. being the recognised representative channel between students and Imperial College London and any other external bodies; and
 4. providing social, cultural, sporting and recreational activities and forums for discussions and debate for the personal development of its students.

C. Powers

1. To further its objects, but not to further any other purpose, the Union may:

- 1.1. provide services and facilities for Members;
- 1.2. establish, support, promote and operate a network of student activities for Members;
- 1.3. support 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;
- 1.4. alone or with other organisations:
 - a. carry out campaigning activities;
 - b. seek to influence public opinion; and
 - c. make representations to and seek to influence Imperial College London, governmental and other bodies and institutions

regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to the activities which an English and Welsh charity may properly undertake and provided that the Union complies with the Education Act and any guidance published by the Charity Commission;
- 1.5. write, make, commission, print, publish or distribute materials or information or assist in these activities;
- 1.6. promote, initiate, develop or carry out education and training and arrange, provide or assist with exhibitions, lectures, meetings, seminars, displays or classes;
- 1.7. promote, encourage, carry out or commission research, surveys, studies or other work and publish the useful results;
- 1.8. provide or appoint others to provide advice, guidance, representation and advocacy;
- 1.9. co-operate with other charities and bodies and exchange information and advice with them;
- 1.10. become a member, affiliate or associate of other charities and bodies;
- 1.11. support, set up or amalgamate with other charities with objects identical or similar to the Union's objects, and act as or appoint trustees, agents, nominees or delegates to control and manage such charities;
- 1.12. purchase or acquire all or any of the property, assets, liabilities and engagements of any charity with objects similar to the Union's objects;
- 1.13. 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;
- 1.14. raise funds and invite and receive contributions from any person provided that the Union shall not carry out any taxable trading activities in raising funds;
- 1.15. borrow and raise money on such terms and security as the Union may think suitable (but only in accordance with the restrictions imposed by the Charities Act 2011);
- 1.16. purchase, lease, hire or receive property of any kind including land, buildings and equipment and maintain and equip it for use;

- 1.17. 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 2011);
- 1.18. make grants or loans of money and give guarantees;
- 1.19. set aside funds for special purposes or as reserves against future expenditure;
- 1.20. invest and deal with the Union's money not immediately required for its objects in or upon any investments, securities, or property;
- 1.21. delegate the management of investments to an appropriately experienced and qualified financial expert provided that:
 - a. the investment policy is set down in writing for the financial expert by the Trustees;
 - b. every transaction is reported promptly to the Trustees;
 - c. the performance of the investment is reviewed regularly by the Trustees;
 - d. the Trustees are entitled to cancel the delegation at any time;
 - e. the investment policy and the delegation arrangements are reviewed at least once a year;
 - f. 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
 - g. the financial expert may not do anything outside the powers of the Trustees;
- 1.22. arrange for investments or other property of the Union 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;
- 1.23. 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;
- 1.24. 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;
- 1.25. trade in the course of carrying out any of its objects;
- 1.26. establish or acquire subsidiary companies to carry on any taxable trade;
- 1.27. subject to Clause 2 (Limitation on Private Benefits), employ and pay employees and professionals or other advisors;
- 1.28. grant pensions and retirement benefits to employees of the Union and to their dependants and subscribe to funds or schemes for providing pensions and retirement benefits for employees of the Union and their dependants;
- 1.29. pay out of the funds of the Union 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 Union provided that no such insurance shall extend to:
 - a. 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);
- b. 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 willful or reckless misconduct; or
 - c. any liability incurred by the Trustees to the Union 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 Union or in the case of which they did not care whether it was in the best interests of the Union or not;

1.30. do all such other lawful things as shall further the Union's objects.

2. Limitation on private benefits

- 2.1 The income and property of the Union shall be applied solely towards the promotion of its objects.
- 2.2 Except as provided below no part of the income and property of the Union may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Union. This shall not prevent any payment in good faith by the Union of:
 - a. any payments made to any Member in their capacity as a beneficiary of the Union;
 - b. reasonable and proper remuneration to any Member for any goods or services supplied to the Union provided that if such Member is a Trustee Clause 2.3 shall apply;
 - c. interest on money lent by any Member to the Union at a reasonable and proper rate; and
 - d. any reasonable and proper rent for premises let by any Member to the Union.
- 2.3 Except as provided below no Trustee may sell goods, services or any interest in land to the Union; be employed by, or receive any remuneration from, the Union; or receive any other financial benefit from the Union. This shall not prevent any payment in good faith by the Union of:
 - a. any payments made to any Trustee or Connected Person in their capacity as a beneficiary of the Union;
 - b. reasonable and proper out of pocket expenses of the Trustees;
 - c. reasonable and proper remuneration to any Trustee or Connected Person for any goods or services supplied to the Union on the instructions of the Trustees provided that:
 - i. 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 the Union;
 - ii. subject to Clause 2.3ci, the authorisation under this provision shall not extend to the service of acting as Trustee;
 - iii. if the person being remunerated is a Trustee the procedure described in this Constitution's Bye-Laws (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;
 - iv. if the person being remunerated is a Connected Person the procedure described in this Constitution's Bye-Laws (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person;
 - v. subject to Clause 2.6, 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

- vi. at all times the provisions of the Education Act are complied with;
 - d. interest on money lent by any Trustee or Connected Person to the Union at a reasonable and proper rate;
 - e. any reasonable and proper rent for premises let by any Trustee or Connected Person to the Union;
 - f. reasonable and proper premiums in respect of indemnity insurance effected in accordance with Clause 1.29;
 - g. any payments made to any Trustee or officer under the indemnity provisions set out in this Constitution and its Bye-Laws; and
 - h. any payments authorised in writing by the Charity Commission.
- 2.4 In Clauses 2.1 and 2.2d, references to the Union shall be read as references to the Union and/or any Subsidiary Company.
- 2.5 For any transaction authorised by Clause 2.2d or Clause 2.4, the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Union shall be disapplied provided the relevant provisions of Clause 2.2d or Clause 2.4 have been complied with.
- 2.6 Where a vacancy arises on the Board of Trustees with the result that Clause 2.3c applies to more than half of the Trustees, the Union may continue to pay remuneration to its Officer Trustees and any Connected Persons receiving remuneration in accordance with Clause 2.3c provided that the Union uses all reasonable endeavours to fill the vacancy as soon as possible.

D. Amendments

1. The Trustees and Imperial College London shall review this Constitution and the Bye-Laws every five years, with effect from the date that this Constitution comes into effect.
2. No amendment of this Constitution shall be made which would have the effect of the Union ceasing to be a charity.
3. Amendment to the Union's Objects or Limitation on Private Benefits may not occur without the prior written consent of the Charity Commission.
4. The Trustees and a two-thirds majority of the Union Council shall have the power from time to time to jointly make, repeal or amend Bye-Laws as to the management of the Union and its working practices provided that such Bye-Laws shall not be inconsistent with this Constitution.
5. Save where amendments to the Constitution is a consequential amendment due to a change in the Bye-Laws (for example, the number or heading names of Clauses), the Constitution may be amended by a resolution passed at a Union Council meeting by at least two thirds of those present and voting; with the approval of the Trustee Board and Imperial College Council.

E. Membership

Members

1. The Members of the Union shall be each and every Student who has not opted out by notifying Imperial College London and the Union of their wish not to be a Member.

2. Membership shall not be transferable and shall cease on death. A Member shall automatically cease to be a Member of the Union if:
 - 2.1. they cease to be a Student of Imperial College London;
 - 2.2. they opt out of membership by giving written notice to the Union; or
 - 2.3. a resolution is passed by a majority vote of the Board of Trustees Governance and Membership Subcommittee resolving that the Member be expelled, as a result of disciplinary action as per the Union disciplinary process.
 - 2.4. Union Council may provide the Board of Trustees Governance and Membership Subcommittee with a recommendation to expel a member.
3. If a student opts out or is removed by the Board of Trustees Governance and Membership Subcommittee, the Union must notify College that the student has ceased to be a member of the Union.
4. Members' details shall be entered in a register of Members.
5. Members of the Union shall be entitled to the benefits set out in the Code of Practice.
6. Students who are qualified to be Members, but, have opted out or been removed may re-join with permission of the Board of Trustees.
7. The Trustee Board may determine eligible persons for associate memberships, in accordance with the Bye-Laws.
8. Any persons given associate membership shall not be Members for the purposes of this Constitution and shall not be entitled to vote on any matter.
9. Associate membership shall be subject to such rights and obligations as the Trustee Board consider appropriate.
10. Union Council may elect to and remove from Associate Membership of the Union such persons as they consider fit.

F. Trustees

1. The Trustees shall be made up of the following persons:
 - 1.1 not more than five Officer Trustees, elected in accordance with the Bye-Laws;
 - 1.2 not more than two Elected Student Trustees, elected in accordance with the Bye-Laws;
 - 1.3 not more than two further Student Trustees, appointed in accordance with the Bye-Laws;
 - 1.4 one Alumni Trustee, appointed in accordance with the Bye-Laws;
 - 1.5 not more than five External Trustees, appointed in accordance with the Bye-Laws; and
 - 1.6 the chair of Union Council, elected in accordance with the Bye-Laws.

G. Union Council

1. The Union Council shall have the authority to:
 - 1.1 represent the voice of the students;
 - 1.2 subject to Powers of the Board of Trustees, set the Policy of the Union and refer Policy to Referenda of the Members (in accordance with the Bye-Laws);
 - 1.3 make, repeal and amend the Bye-Laws jointly with the Trustees in accordance with this Constitution;
 - 1.4 make, repeal and amend this Constitution jointly with the Trustees and Imperial College London Council in accordance with this Constitution;
 - 1.5 receive the annual accounts of the Union;
 - 1.6 approve the annual list of the Union's affiliations;
 - 1.7 form sub committees and working groups as it sees fit from time to time
2. The composition and proceedings of the Union Council shall be set out in the Bye-Laws. No Member may hold more than one seat on the Union Council at any one time.

H. Definitions and Interpretations

1. The Board of Trustees interprets this Constitution, its Bye-Laws and any reserved matter, policy, rule, act or omission made under it. If any dispute arises in relation to the interpretation of this Constitution or any of the Bye-Laws when the Board of Trustees is not meeting, an initial interpretation will be given by the President.
2. In this Constitution, the following terms shall have the following meanings:

Academic Year	the period between 1st August in one Year to 31st July in the next Year determined by the Union as the period during which students are required to be registered with Imperial College London. Each Academic Year is for the time being divided into three terms
Alumni Trustee	a Trustee appointed in accordance with this Constitution & Bye-Laws who must have graduated from Imperial College London for a period of at least 3 years and 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
Appointments & Remuneration Committee	the committee set up in accordance with this Constitution
Board of Trustees or Board	the Board of Trustees of the Union
Bye-Laws	the bye-laws setting out the working practices of the Union made from time to time in accordance with Clause 4
Chair	the chair of the Board of Trustees
Chief Executive	the chief executive of the union is the President
Clear College days	in relation to the period of a notice, that period excluding the College working day when the notice is given or deemed to be given and the College working day for which it is given or on which it is to take

	effect
Code of Practice	the code of practice relating to Imperial College London'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 share capital
Constitution	this constitution of the Union
Deputy Chair	the deputy chair of the Board of Trustees, who may be appointed in accordance with this Constitution and its Bye-Laws
Education Act	the Education Act 1994
External Trustee	a Trustee appointed in accordance with this Constitution and its Bye-Laws 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	means written, printed or transmitted writing including by electronic communication
Members	members of the Union being students at Imperial College London
Office	the head office of the Union
Officer Trustee	a Trustee elected in accordance with this Constitution and its Bye-Laws
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)
Petition	a written request to the Union
Policy	Policy set by Referenda or the Union Council in accordance with this Constitution and its Bye-Laws
President	the President of the Union, as elected by the Members in accordance with the Bye-Laws
Referendum	a ballot in which all Members of the Union are entitled to cast a vote, the protocol for which is set out in the Bye-Laws
Student	Imperial College London shall determine whether or not an individual has student status
Union Council	the Student body elected by and from students constituted in accordance with this Constitution and the Bye-Laws of the Union
Student Trustee	a Trustee elected in accordance with this Constitution and its Bye-Laws 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 the Union holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company
Trustee and Trustees	the Officer Trustees, the Student Trustees, the Alumni Trustees and the External Trustees
Union	Imperial College Union
Imperial College London	Imperial College London incorporated by Royal Charter on 8 July 1907

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

4. 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.