



THE COMPANIES ACTS 1985 AND 2006

Company Limited by Guarantee and Not Having a Share Capital

MEMORANDUM OF ASSOCIATION
OF
BIRMINGHAM CITY STUDENTS' UNION

- 1 The name of the company (hereinafter called "the Company") is Birmingham City Students' Union.
- 2 The registered office of the Company will be situated in England and Wales.
- 3 The objects for which the Company is established is:
 - 3.1 to advance the education of the students at Birmingham City University for the public benefit by supporting the educational role of the University generally and in particular, by supporting and promoting the general welfare of the students and promoting and encouraging student societies, cultural, sports and social activities.
- 4 The objects of the Company shall be carried out and the powers conferred on the Company shall be exercised in a manner beneficial to the public and recognised as charitable by the laws of England and Wales.
- 5 And the Company shall have the following powers exercisable in furtherance of its said objects but not otherwise, namely;
 - 5.1 Subject to such consents as are required to purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections;
 - 5.2 To sell, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company;
 - 5.3 To purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to apply for registration of any patents, rights, copyrights, licences and the like;
 - 5.4 To borrow or raise money on such terms and on such security as may be thought fit with such consents as are required;
 - 5.5 To take and accept any gift of money, property or other assets whether subject to any special trust or not

- 5.6 To promote events, seminars and educational opportunities;
- 5.7 To purchase or otherwise acquire and to found and to carry on training courses and to run lectures, seminars, exhibitions and conferences;
- 5.8 To issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
- 5.9 To publish books, pamphlets, reports, leaflets, journals, films and instructional matter;
- 5.10 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 5.11 To invest moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required;
- 5.12 To carry on any trade insofar as either the trade is exercised in the course of the actual carrying out of the primary objects of the Company or the trade is temporary and ancillary to the carrying out of the objects and to incorporate any company to carry on any trade and while such company remains the wholly owned subsidiary of the Company to make loans of such sums which are fully secured at full commercial rate as seem to the Directors and Council reasonable and prudent and to acquire any shares in such company as seem to the Directors and Council reasonable and prudent;
- 5.13 To represent the interests of members both individually and collectively;
- 5.14 To undertake and execute charitable trusts;
- 5.15 To engage and pay any person or persons whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Company and, subject to the provisions of Clause 4 hereof, to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependants;
- 5.16 To co-operate with other Student Unions, the National Union of Students, Sports Associations, charities, voluntary bodies, statutory authorities and other Persons operating in furtherance of the objects;
- 5.17 To establish and support or aid in the establishment and support of and to amalgamate with and affiliate to any companies, institutions, societies or associations which shall be charitable by law and have objects altogether or mainly similar

to those of the Company and which is permitted by law and prohibit payment of any dividend or profit to and the distribution of any of their assets among their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this Memorandum of Association;

- 5.18 To insure and arrange insurance cover for and to indemnify its Directors, officers, staff, voluntary workers and members from and against all such risks incurred in the course of their duties as may be thought fit except for activities which amount to wilful neglect or malicious default of duties;
 - 5.19 To pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company
 - 5.20 To do all such other lawful and charitable things as shall further the attainment of the objects of the Company or any of them
- 6 If a conflict of interests arises for a Director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in this memorandum or the articles, the unconflicted Directors may authorise such a conflict of interests where the following conditions apply:
 - 6.1 the conflicted Director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
 - 6.2 the conflicted Director does not vote on any such matter and is not to be counted when considering whether a quorum of Directors is present at the meeting;
 - 6.3 the unconflicted Directors consider it is in the interests of the Company to authorise the conflict of interest in the circumstances applying.
- 7 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company.
 - 8 Nothing herein shall prevent any payment in good faith by the Company:
 - 8.1 of reasonable and proper remuneration to any member, officer or servant of the Company (not being a Director) for any services rendered to the Company and of any reasonable expenses necessarily incurred in carrying out the duties of any member, officer or servant of the Company;
 - 8.2 of reasonable remuneration to any Director for the supply of

goods or services to the Company where that is permitted in accordance with, and subject to the conditions in, Section 73A of the Charities Act 1993.

- 8.3 of reasonable and proper remuneration to any Director who is an elected Sabbatical Officer of the Company provided that this provision may not apply to more than six Sabbatical Officers in any financial year at any one time and subject always to the provisions of section 22 of the Education Act 1994 (as amended, revoked, consolidated or re-enacted in any form);
 - 8.4 to any Director of reasonable out-of-pocket expenses;
 - 8.5 of interest on money lent by a member or Director of the Company at a rate per annum not exceeding two percentage points less than the base lending rate for the time being of the Company's clearing bankers or 3% whichever is the greater;
 - 8.6 of any premium in respect of any indemnity insurance to cover the liability of the Directors 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 Company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Directors knew to be a breach of trust or breach of duty or which was committed by the Directors in reckless wilful or negligent disregard of whether it was a breach of trust or breach of duty or not.
 - 8.7 to any Director who is a solicitor, accountant or other person engaged in any profession reasonable and proper professional charges for business done by him or her or his or her firm when instructed by the other Directors to act in a professional capacity on behalf of the Company; provided that at no time shall a majority of the Directors benefit under this provision and that a Director shall withdraw from any meeting of the Directors, at which his or her own instruction or remuneration, or that of his or her firm, is under discussion.
- 9 The liability of the members is limited.
 - 10 Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he/she is a member, or within one year after he/she ceases to be a member, for payment of the debts and liabilities of the Company contracted before he/she ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.
 - 11 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to the University to be used for similar objects for the students at the University or if the University no longer exists then

to some other charitable body or bodies having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of this clause such body or bodies to be determined by the members of the Company at or before the time of dissolution, and if so far as effect cannot be given to such provision, then to some other charitable body.

- 12 We the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.