



**ULSTUDENTS' UNION**  
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**THE COMPANIES ACTS 1985 and 1989**

**COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**of**

**UNIVERSITY of LINCOLN STUDENTS' UNION**

1. The name of the company (hereinafter called “the Charity”) is University of Lincoln Students’ Union
2. The registered office of the Charity will be situated in England and Wales.

**Objects**

3.           3.1    The Charity’s objects are the advancement of education at the University of Lincoln for the public benefit by:-
  - 3.1.1    advancing the student experience of its membership and students as a whole;
  - 3.1.2    representing the interests of its members and acting as a channel of communication in dealings with the University and other bodies;
  - 3.1.3    protecting the welfare of its members;
  - 3.1.4    promoting, encouraging and supporting members’ clubs, societies and social & cultural activities;
  - 3.1.5    running the Charity for the benefit of the members;

- 3.1.6 encouraging the integration of students within the local community;
- 3.1.7 maintaining good liason with the University at all times;
- 3.1.8 assisting the University to promote its standing and reputation
- 3.2 All such objects as are charitable in law which are incidental or conducive to the foregoing objects.
- 3.3 The Charity shall practise the above aims and objectives independently of any political party, religious or other group and without discrimination on grounds of age, race, sex, religion, creed, sexuality, disability or medical condition.
- 3.4 The Charity shall take positive measures to encourage and build a student community that respects and celebrates the diversity of its membership, and seek to create an environment in which individuals and groups of members are free from discrimination, harassment and intimidation. All Charity activities must be compliant with this principle.

## **Powers**

- 4.1 To promote its objects but not for any other purpose the Charity may:-
  - 4.1.1 subject always to the Education Act and any guidance issued by the Charity Commission, alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the development and implementation of appropriate policies provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which an English charity may properly undertake;
  - 4.1.2 write, make, commission, print, publish or distribute written materials, or other materials recorded in or on any format, or assist in these activities;
  - 4.1.3 promote, initiate, develop and carry out education and training and arrange and provide or assist in arranging and providing exhibitions, lectures, meetings, seminars, displays or classes;

- 4.1.4 promote, encourage, carry out or commission research, surveys, studies or other work, publishing the useful results;
- 4.1.5 provide or procure the provision of guidance, representation and advocacy;
- 4.1.6 invest and deal with the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- 4.1.7 delegate the management of investments to a financial expert provided that:
  - 4.1.7.1 the financial expert is:
    - (a) an individual who is an authorised person within the meaning of the Financial Services and Markets Act 2000; or
    - (b) a company or firm of repute which is an authorised or exempt person within the meaning of that Act except persons exempt solely by virtue of Article 44 and/or Article 45 of the Financial Services and Markets Act 2000 (Exemption) Order 2001.
  - 4.1.7.2 the investment policy is set down in writing for the financial expert by the Trustees;
  - 4.1.7.3 every transaction is reported promptly to the Trustees;
  - 4.1.7.4 the performance of the investment is reviewed regularly by the Trustees;
  - 4.1.7.5 the Trustees are entitled to cancel the delegation at any time;
  - 4.1.7.6 the investment policy and the delegation arrangements are reviewed at least once a year;
  - 4.1.7.7 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
  - 4.1.7.8 the financial expert may not do anything outside the powers of the Trustees;
- 4.1.8 arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body 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;

- 4.1.9 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;
- 4.1.11 open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute promissory notes, bills of exchange and other negotiable instruments;
- 4.1.12 subject to clause 5 employ and pay employees and professionals or other advisors;
- 4.1.13 grant pensions and retirement benefits to employees of the Charity and to their dependants and subscribe to funds or schemes for providing pensions and retirement benefits for employees of the Charity and their dependants;
- 4.1.14 establish, promote, support, aid, amalgamate or co-operate with, become a part or member, affiliate or associate of, and act as or appoint trustees, agents, nominees or delegates to control and manage charitable institutions whether corporate or unincorporate with objects similar to its objects and subscribe, lend or guarantee money to such charitable institutions
- 4.1.15 undertake and execute any charitable trusts which may lawfully be undertaken by it;
- 4.1.16 pay out of its funds the costs of forming and registering the Charity;

- 4.1.17 pay out of the funds of the Charity 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 Charity provided that no such insurance shall extend to any claim arising from any act or omission which the Trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not provided also that such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees (or any of them) in their capacity as directors of the Charity;
  - 4.1.18 enter into block discounting transactions and upon such terms and conditions as the membership thinks fit; and
  - 4.1.19 do all such other lawful things as shall further the Charity's objects.
- 4.2 The Charity may, further (subject to the written consent of the University, such consent not to be unreasonably withheld or delayed):-
- 4.2.1 purchase, lease hire receive in exchange or as a gift any interest whatever in real or personal property and equip it for use;
  - 4.2.2 subject also to any consent required by law sell, manage, lease, mortgage, exchange dispose of or deal with all or any of the Charity's property with or without payment and subject to such conditions as it may think suitable.
  - 4.2.3 subject also to any consent required by law borrow and raise money on such terms and security as the Charity may think suitable, such borrowing not to exceed £5,000,000;
  - 4.2.4 raise funds and invite and receive contributions from any person(s) provided that the Charity shall not undertake any taxable non-primary purpose trading activities in raising funds;
  - 4.2.5 carry on primary purpose trade in the course of carrying out any of its objects;
  - 4.2.6 incorporate wholly owned subsidiary companies to carry on any taxable non-primary purpose trade;

- 4.2.7 purchase or acquire or undertake all or any of the property, assets, liabilities and engagements of any charitable institutions whether corporate or unincorporate with objects similar to the Charity's objects;
5. The income and property of the Charity shall be applied solely towards the promotion of its objects set out in this Memorandum. No part shall be paid or transferred directly or indirectly to members of the Charity except for payment in good faith of:-
- 5.1 any payment made to any beneficiary of the Charity (including a member);
- 5.2 reasonable and proper remuneration to any person (not being a Trustee) for any services given to the Charity and of reasonable travelling and other out of pocket expenses necessarily incurred in carrying out the duties of any member, officer or employee of the Charity;
- 5.3 interest on money lent to the Charity at a reasonable and proper rate per annum;
- 5.4 any reasonable and proper rent for premises let to the Charity;
- 5.5 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 one per cent of the capital;
- 5.6 reasonable and proper out-of-pocket expenses of Trustees;
- 5.7 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Clause 4.1.17 of this Memorandum;
- 5.8 the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Charity to act in a professional capacity on its behalf; except that at no time shall a majority of the members of the Charity 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 remuneration or that of his or her partner is under discussion; and
- 5.9 reasonable and proper remuneration to any Sabbatical Trustee to be remunerated by the Charity from time to time but:
- 5.9.1 provided that this provision may not apply to more than six Sabbatical Trustees in any financial year at any one time; and

5.9.2 provided, save for any period that shall not exceed four months, that this provision shall not apply to more than half of the Trustees at any one time; and

5.9.3 subject always to the provisions of section 22 of the Education Act (as amended, revoked, consolidated or re-enacted in any form).

6. No amendment to these Memorandum and Articles of Association shall have effect unless and until it has been approved by the University and these Memorandum and Articles shall be subject to the review of the University in accordance with section 22 of the Education Act 1994. If at any time the obligations upon University with regard to the Charity are altered or amended by Act of Parliament or secondary legislation, and the University considers that these cause it to be unable to meet such obligations, the University may present to the Trustees proposals for amendments to these Memorandum and Articles of Association together with an explanation as to the requirement for the amendments and the Trustees shall then include a resolution to pass the said amendments as the first item on the agenda for the next appropriate meeting of the Charity.

### **Limited Liability**

7. The liability of the members is limited.

### **Winding Up**

8. Every member undertakes to contribute such amount as may be required, not exceeding £0.10p, to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member:-

8.1 for the payment of the Charity's debts and liabilities contracted before he or she ceased to be a member;

8.2 for the costs, charges and expenses of winding up; and

8.3 for the adjustment among themselves of the rights of persons who have contributed to the Charity's assets.

9. If any property remains after the Charity has been wound up or dissolved and all debts and liabilities have been satisfied, it shall not be paid to or distributed among members of the Charity. It shall instead be given or transferred to University, or if the University of Lincoln has ceased to exist, its successor or some other charitable institution having similar objects.

### **Definitions**

10. Words and phrases used in this Memorandum of Association have the same meaning as are ascribed to them in the Articles of Association of the Charity unless the context otherwise requires.

We, the subscribers to this Memorandum, wish to be formed into a company in accordance with this Memorandum.

**SIGNATURES, NAMES AND ADDRESSES OF SUBSCRIBERS**

Guarantee

1. Signature: .....  
Name: ..... £0.10p  
Address: .....  
Date: .....  
WITNESS to the above signature:  
Signature: .....  
Name: .....  
Address: .....  
Occupation: .....
2. Signature: .....  
Name: ..... £0.10p  
Address: .....  
Date: .....  
WITNESS to the above signature:  
Signature: .....  
Name: .....  
Address: .....  
Occupation: .....