

~~Tallinn~~ Companies Acts 1985 & 1989 Act 2006

Company limited by guarantee and not having a share capital

~~Memorandum and Articles of Association~~
of

~~The Environmental Association for Universities and
Colleges~~

Dated _____ 2004

~~Memorandum~~ Articles of Association

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of

The Environmental Association for
Universities and Colleges

(as incorporated on 19 July 2004 and amended by Special Resolution dated ■)

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B3 2ES

Ref: 35604.0001

Articles of Association of The Environmental Association for Universities and Colleges

1 Interpretation

In these Articles:

<u>1.1</u>	<u>"the Act"</u>	<u>means the Companies Act 2006</u>
	<u>"AGM"</u>	<u>means an annual general meeting of the Company</u>
	<u>"these Articles"</u>	<u>means these articles of association</u>
	<u>"authorised representative"</u>	<u>means an individual who is authorised in writing by an educational member organisation to act on its behalf at meetings of the Company and whose name is given to the Secretary</u>
	<u>"Board"</u>	<u>means the board of Trustees of the Company</u>
	<u>"Branch"</u>	<u>has the meaning given in Article 14.2</u>
	<u>"Branch Committee"</u>	<u>has the meaning given in Article 14.2</u>
	<u>"Branch Convenor"</u>	<u>has the meaning given in Article 14.2</u>
	<u>"Branch Trustee"</u>	<u>has the meaning given in Article 9.7</u>
	<u>"Chairperson"</u>	<u>means the chairperson of the Board appointed under Article 11.3 or, where the context permits, the person chairing a general meeting or a meeting of the Board</u>
	<u>"charity trustee"</u>	<u>has the meaning prescribed by section 97(1) of the Charities Act 1993</u>
	<u>"clear day"</u>	<u>means 24 hours from midnight following the relevant event</u>
	<u>"the Commission"</u>	<u>means the Charity Commission for England and Wales</u>
	<u>"the Company"</u>	<u>means the company governed by these Articles</u>
	<u>"EGM"</u>	<u>means an extraordinary general meeting of the Company</u>
	<u>"Elected Trustee"</u>	<u>has the meaning given in Article 9.3</u>
	<u>"material benefit"</u>	<u>means a benefit which may not be financial but has a monetary value</u>
	<u>"member" and "membership"</u>	<u>refer to membership of the Company</u>

"month" means calendar month

"the Objects" means the objects of the Company as defined in Article 4

"Secretary" means the secretary of the Company

"Trustee" means a director of the Company and "Trustees"
means all of the directors

NEW AMENDMENT – ALREADY APPROVED BY MEMBERS - DEFINITION

"University or College" mean any university, college or learning and skills sector provider

"written" or "in writing" means written, printed or lithographed or partly one and partly another and other ways of showing and reproducing words in a visible form including by fax or email

"year" means calendar year

1.2 Expressions defined in the Act have the same meaning.

1.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

2 ~~1.~~ **Name**

The name of the Company is The Environmental Association for Universities and Colleges.

3 ~~2.~~ **Registered office**

The registered office of the Company is to be in England and Wales.

4 ~~3.~~ **Objects**

4.1 ~~3.1~~ The ~~Objects~~objects of the Company are:

- ~~(a)~~ (a) to promote sustainable development for the benefit of the public by the preservation, conservation and protection of the environment and the prudent use of natural resources, particularly by and in relation to Universities and Colleges;
- ~~(b)~~ (b) to advance the education of the public, and in particular those attending or working in Universities and Colleges, in all aspects of sustainable development and the preservation, conservation and protection of the environment; and
- ~~(c)~~ (c) to promote research into all aspects of sustainable development and the preservation, conservation and protection of the environment, particularly in relation to Universities and Colleges, provided that the useful results of such research are disseminated to the public.

~~3.2~~ ~~In this clause 3:~~

4.2 ~~(a)~~ "In this Article 4 "sustainable development" means development that meets the needs of the present without comprising the ability of future generations to meet their own needs~~; and~~.

~~(b) "Universities and Colleges" means universities, colleges and any other institution of higher or further education.~~

5 **4. Powers**

The Company has the following powers, which may be exercised only in promoting the Objects:

5.1 ~~4.1 To~~ promote or carry out research-;

5.2 ~~4.2 To~~ provide advice-;

5.3 ~~4.3 To~~ publish or distribute information in any form-;

5.4 ~~4.4 To~~ co-operate with other bodies-;

5.5 ~~4.5 To~~ support, administer or set up other charities-;

5.6 ~~4.6 To~~ raise funds-;

5.7 ~~4.7 To~~ borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)-;

5.8 ~~4.8 To~~ acquire or hire property of any kind-;

5.9 ~~4.9 To~~ let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)-;

5.10 ~~4.10 To~~ make grants or loans of money and to give guarantees-;

5.11 ~~4.11 To~~ set aside funds for special purposes or as reserves against future expenditure-;

5.12 ~~4.12 To~~ deposit or invest funds in any manner (but to invest only after taking such advice as the ~~Trustees consider~~ Board considers is reasonably necessary from such person as is reasonably believed by the ~~Trustees~~ Board to be qualified to give it by his ability in and practical experience of financial and other relevant matters)-;

5.13 ~~4.13 To~~ delegate the management of investments to any person provided that:

~~(a)~~ (a) the investment policy is set out in writing by the ~~Trustees~~ Board;

~~(b)~~ (b) the performance of the investments is reviewed regularly with the ~~Trustees~~ Board;

~~(c)~~ (c) the investment policy and the delegation ~~arrangement~~ arrangements are reviewed at least once a year;

~~(d)~~ (d) all payments due to the delegate are on a scale or at a level which is agreed in advance and are notified promptly to the ~~Trustees~~ Board on receipt by the delegate; and

~~(e)~~ (e) the delegate must not do anything outside the powers of the ~~Trustees~~ Board;

5.14 ~~4.14 To~~ arrange for investments or other property of the Company 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~~ Board or of any person to whom the management of investments is delegated and to pay any reasonable fee required-;

5.15 ~~4.15 To~~ insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required~~;~~

5.16 ~~4.16 To~~ insure the Trustees against the costs of a successful defence to criminal proceedings brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty~~;~~

5.17 ~~4.17 Subject~~ to ~~clause 5,~~ Article 6, to employ paid or unpaid agents, staff or advisers~~;~~

5.18 ~~4.18 To~~ enter into contracts to provide services to or on behalf of other bodies~~;~~

5.19 ~~4.19 To~~ establish or acquire subsidiary companies~~;~~

~~4.20 To pay the costs of forming the Company.~~

5.20 ~~4.21 To~~ open and operate bank accounts and banking facilities~~;~~

5.21 ~~4.22 To~~ solicit and accept donations, endowments, gifts, legacies and bequests of any assets~~;~~

5.22 ~~4.23 To~~ hold exhibitions, seminars, conferences, lectures, tours and courses~~;~~

5.23 ~~4.24 To~~ enter into any licence or sponsorship agreement~~;~~ and

~~4.25 To accept a transfer of the assets of the EAUC and give an indemnity in respect of the liabilities incurred in respect of it.~~

5.24 ~~4.26 To~~ do anything else within the law which promotes or helps to promote the Objects.

6 ~~5. Benefits~~ Benefit to members and trustees

6.1 ~~5.1~~ The property and funds of the Company must be used only for promoting the Objects and do not belong to the members of the Company~~;~~ but

(a) ~~(a)~~ members who are not Trustees may be employed by or enter into contracts with the Company and receive reasonable payment for goods or services supplied;

(b) ~~(b)~~ members (including Trustees) may be paid interest at a reasonable rate on money lent to the Company; and

(c) ~~(c)~~ members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Company~~;~~

6.2 ~~5.2~~ A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company except:

(a) ~~(a)~~ as mentioned in ~~clauses 4.16, 5.1.~~ Articles 5.16, 6.1(b), 5.1.6.1(c), 6.3 or 5.36.4;

(b) ~~(b)~~ reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Company;

(c) ~~(c)~~ an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);

~~(d)~~ (d) payment to any company in which a Trustee has no more than a 1 per cent shareholding;

~~(e)~~ (e) in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance);

6.3 ~~5.3~~ Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Company to supply goods or services in return for a payment or other material benefit but only if:

~~(a)~~ (a) the goods or services are actually required by the Company;

~~(b)~~ (b) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in ~~clause 5.4;~~ Article 11.9; and

~~(c)~~ (c) no more than one half of the Trustees ~~are subject to such a contract~~ shall receive payment pursuant to this Article 6.3 and Article 6.4 in any financial year.

~~5.4~~ Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:

~~(a)~~ declare an interest at or before discussion begins on the matter;

~~(b)~~ withdraw from the meeting for that item unless expressly invited to remain in order to provide information;

NEW AMENDMENT – ARTICLE 6.4

6.4 The chief executive officer of the Company may be a Trustee notwithstanding the fact that he/she receives remuneration and other benefits from the Company in respect of his/her role as chief executive officer provided that:-

6.4.1 the remuneration and other benefits received by him/her do not exceed an amount that is reasonable in all of the circumstances;

6.4.2 he/she is absent from the part of any meeting at which there is a discussion concerning his/her employment or remuneration, his/her performance, any proposal to enter into any other contract or arrangement with him/her or to confer any benefit upon him/her and/or any other matter relating to a payment or the conferring of any benefit on him/her; and

6.4.3 ~~(c)~~ not to be counted in the quorum for that part of the meeting;

~~(d)~~ withdraw during the vote and have no vote on the matter he/she does not vote on any such matters and is not counted when calculating whether a quorum of Trustees is present at the relevant meeting.

6.5 ~~5.5~~ This clause may not be amended without the prior written consent of the Commission.

~~6.~~ **Limited liability**

~~The liability of the members is limited.~~

~~7. Guarantee~~

~~Every member promises, if the Company is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Company while the contributor was a member.~~

~~8. Dissolution~~

~~8.1 If the Company is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied by the Trustees in the following ways:~~

- ~~(a) by transfer to one or more other bodies established for exclusively charitable purposes which the Trustees in their absolute discretion consider are within, the same as or similar to the Objects; and (subject thereto)~~
- ~~(b) directly for the Objects or charitable purposes within or similar to the Objects; and (subject thereto)~~
- ~~(c) in such other manner consistent with charitable status as the Commission approve in writing in advance.~~

~~8.2 A final report and statement of account must be sent to the Commission.~~

~~9. Interpretation~~

~~9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum.~~

~~9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.~~

~~We wish to be formed into a company under this Memorandum of Association.~~

Names & addresses of subscribers

Signatures of subscribers

.....

Dated _____ 2004

~~Witness to the above signatures~~

Signature of witness:

Name:

Address:

Occupation:

~~Companies Acts 1985 and 1989~~

~~Company limited by guarantee and not having a share capital~~

~~Articles of Association of~~

~~The Environmental Association for Universities and Colleges~~

7 ~~1.~~ Membership

~~1.1~~ The number of members with which the Company proposes to be registered is unlimited.

7.1 ~~1.2~~ The Company must maintain a register of members.

7.2 ~~1.3~~ The subscribers to the Memorandum and such other Such persons and organisations as are admitted to membership in accordance with these Articles shall be the members of the Company ~~provided that:~~

- ~~(a) the full members of the EAUC as at the date of its dissolution will be the first full members of the Company;~~
- ~~(b) the associate members of the EAUC as at the date of its dissolution will be the first associate members of the Company; and~~
- ~~(c) the affiliate members of the EAUC as at the date of its dissolution will be the first affiliate members of the Company.~~

7.3 ~~1.4~~ The ~~Trustees~~Board may establish different classes of ~~informal~~ membership and prescribe (and from time to time alter) their respective membership requirements, rights and obligations provided that the classes of membership as at the date of ~~incorporation of the Company~~adoption of these Articles are:

Educational membership

~~(a) full~~(a) Educational membership will be open to any University or College. Each ~~Full Member~~educational member will be a member of the Company under the Act and entitled to attend and vote at general meetings of the Company and to such other rights as the ~~Trustees~~Board may from time to time determine.

Associate membership

~~(b) associate~~(b) Associate membership ~~(which is an informal membership)~~ will be open to any person ~~(including any individual but or organisation)~~ (excluding any University or College). Associate members ~~will not be members of the Company under the Act and~~ will not be entitled to attend or vote at general meetings of the Company but ~~subject to that~~ will have such other rights (if any) as the ~~Trustees~~Board may from time to time determine; and

~~(c) affiliate~~Strategic partner membership ~~(which is an informal~~

Strategic partner membership) will be open to any person ~~(but not including any individual).~~ Affiliate or organisation (excluding any University or College). Strategic partner members will not be members of the Company under the Act, will not be entitled to attend or vote at general

meetings of the Company and will pay no subscriptions in respect of their membership but ~~subject to that~~ will have such other rights (if any) as the ~~Trustees~~Board may from time to time determine.

The Board may from time to time and at its discretion introduce other non-voting categories of membership.

7.4 ~~1.5~~ Any applicant for membership must:

- ~~(a)~~ (a) apply to the Company in the form ~~(if any)~~ required by the ~~Trustees~~Board;
- ~~(b)~~ (b) ~~— (except in the case of an applicant for full membership) be approved by the Trustees; and~~ comply with sustainability credentials as determined by the Board from time to time; and
- ~~(c)~~ (c) ~~— (in the case of an applicant for full membership) sign the register of members or (in the case of an applicant for any class of membership) consent in writing to become a member either personally or (in the case of an organisation) through an authorised representative.~~ be approved by the Board (who may delegate the power of approval as they think fit).

7.5 ~~1.6~~ The subscriptions payable by members ~~(other than affiliate members), which may differ in respect of different classes of membership,~~ will be determined by resolution of the members at each AGM provided that, prior to the first such AGM, the subscriptions will be determined by the ~~Trustees~~the Board from time to time.

7.6 ~~1.7~~ Membership is terminated if the member concerned:

- ~~(a)~~ (a) gives written notice of resignation to the Company; or
- ~~(b)~~ (b) dies or (in the case of an organisation) ceases to exist; or;
- ~~(c)~~ (c) is 3 months in arrears in paying any subscription but in any such case the ~~members~~member may be reinstated ~~by the Trustees~~ on payment of the amount due; or
- ~~(d)~~ (d) makes an arrangement or composition with his creditors or being a company goes into liquidation otherwise than for the purpose of a bona fide reconstruction without insolvency or has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets or a petition is presented or an order made or a resolution passed for its winding up.

7.7 ~~1.8~~ Membership of the Company is not transferable.

7.8 The liability of the educational members is limited.

7.9 Every educational member promises, if the Company is dissolved whilst it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Company whilst the contributor was a member.

2. General meetings

8.1 ~~2.1~~ ~~Full Educational~~ members are entitled to attend general meetings by an authorised representative or by proxy. In these Articles, attendance by an authorised representative or by proxy will be deemed to be personal attendance by the ~~full educational~~ member by whom he or she is appointed. General meetings are called on at least ~~21~~ 14 clear days' written notice specifying the business to be discussed.

8.2 Every Trustee shall have the right to attend and speak at general meetings but shall not be entitled to exercise a vote (save for where he or she is acting as an authorised representative or proxy for an educational member).

Quorum

8.3 ~~2.2~~ There is a quorum at a general meeting if the number of ~~full educational~~ members ~~personally~~ present through their authorised representatives or by proxy is at least ~~20 or one-fifth~~ tenth of all the ~~full educational~~ members entitled to attend and vote at that meeting or 25 educational members (whichever is the lesser).

8.4 ~~2.3~~ If within 15 minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting will be adjourned to such other day and ~~at such~~ time as the ~~Executive Committee~~ Board may determine being not less than 7 nor more than 28 days thereafter. If at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting the ~~full educational~~ members present in person through their authorised representatives or by proxy shall be a quorum.

Chair

8.5 ~~2.4~~ The ~~National Convenor or (if the National Convenor is~~ Chairperson or (if the Chairperson is unable or unwilling to do so) the Deputy Chairperson or (if both the Chairperson and Deputy Chairperson are unable or unwilling to do so) some other member elected by those present ~~presides~~ shall preside as chair at a general meeting. The ~~National Convenor~~ Chairperson may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time and from place to place as the ~~National Convenor~~ Chairperson shall determine.

Voting

8.6 ~~2.5~~ A resolution put to the vote of a meeting will be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll is demanded by the ~~chair~~ Chairperson or by at least 5 ~~full educational~~ members present in person through their authorised representatives or by proxy.

8.7 ~~2.6~~ Unless a poll is duly demanded, a declaration by the ~~chair~~ Chairperson that a resolution has been carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

8.8 ~~2.7~~ The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the ~~chair~~ Chairperson and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

8.9 ~~2.8~~ A poll shall be taken as the ~~chair~~Chairperson directs. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

8.10 ~~2.9~~ A poll demanded on the election of a chair or on a question of adjournment will be taken forthwith. A poll demanded on any other question will be taken either forthwith or at such time and place as the ~~chair~~Chairperson directs not being more than thirty days after the poll is demanded. The demand for a poll will not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting will continue as if the demand had never been made.

8.11 ~~2.10~~ No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

8.12 ~~2.11~~ In the case of an equality of votes, whether on a show of hands or on a poll, the ~~chair~~Chairperson shall be entitled to a second or casting vote.

8.13 ~~2.12~~ On a show of hands every ~~full~~educational member present in person through ~~their~~its authorised representative shall have one vote. On a poll every ~~full~~educational member present in person through its authorised representative or by proxy shall have one vote.

Proxies

8.14 ~~2.13~~ An instrument appointing a proxy will be in writing, executed by or on behalf of the appointer and will be in the following form or in such other form as the ~~Executive Committee~~Board may from time to time approve:

The Environmental Association ~~of~~for Universities and Colleges

*We [name] of [address] being ~~a full~~an educational member of the Company hereby appoint the ~~chair~~chairperson of the meeting *[proxy] of [address] as our proxy to vote in our name and on our behalf at the annual/extraordinary general meeting of the Company to be held on ~~••~~•• and at any adjournment thereof.*

This form is to be used in respect of the resolutions mentioned below as follows:

*Resolution No 1 for/against**

*Resolution No 2 for/against**

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed on ~~••~~••

** Notes*

~~1~~ 1 If it is desired to appoint someone other than the ~~chair~~chairperson as the proxy, delete the reference to the ~~chair~~chairperson and insert the name and address of the proxy.

~~2-2~~ If it is desired to appoint the proxy to vote for or against particular resolutions, please strike out the words "for" or "against" as appropriate.

~~2.14~~ The instrument appointing a proxy and any authority under which it is executed may:

~~8.15~~ (a) ~~The instrument appointing a proxy and any authority under which it is executed may~~ be deposited at the registered office of the Company or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than ~~seven days~~ 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; ~~or~~

~~(b) in the case of a poll taken more than seven days after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than five days before the time appointed for the taking of the poll; or~~

~~(c) where the poll is not taken forthwith but is taken not more than seven days after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the Secretary; and any instrument or proxy which is not deposited or delivered in a manner so permitted shall be invalid.~~

Written resolutions

~~8.16~~ ~~2.15~~ A written resolution signed by all those full members entitled to vote (a) A written resolution approved by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the educational members (provided that those members would constitute a quorum at a general meeting) is as valid as a resolution actually if it had been passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature); provided that:

(i) a copy of the proposed resolution has been sent to every educational member;

(ii) a simple majority (or in the case of a special resolution a majority of not less than 75%) of the educational members have signified their agreement to the resolution; and

(iii) such agreement is contained in an authenticated document that has been received at the registered office of the Company within the period of 28 days beginning with the circulation date.

(b) A resolution under Article 8.16(a) may consist of several documents in similar form each approved by one or more educational members.

AGMs

~~8.17~~ ~~2.16~~ The Company must hold an AGM in every year which all ~~full~~ educational members are entitled to attend through their authorised representatives. ~~The first AGM may be held within 18 months after the Company's incorporation, or by proxy.~~

~~8.18~~ ~~2.17~~ At an AGM the ~~full~~ educational members:

~~(a)~~ (a) receive the accounts of the Company for the previous financial year;

~~(b)~~ (b) receive the ~~Trustees'~~ Board's report on the Company's activities since the previous AGM;

- ~~(e)~~ (c) accept the retirement of those Trustees who wish to retire;
- ~~(d)~~ (d) elect persons to be Trustees to fill the vacancies arising;
- ~~(e)~~ (e) appoint auditors for the Company;
- ~~(f)~~ (f) may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Company; and
- ~~(g)~~ (g) discuss and determine any issues of policy or deal with any other business put before them.

EGMs

8.19 ~~2.18~~ Any general meeting which is not an AGM is an EGM.

8.20 ~~2.19~~ An EGM may be called at any time by the ~~Trustees~~ Board and must be called within 28 days on a written request from ~~at least two full members~~ such percentage of the educational members as may from time to time be required by the Act.

9 ~~3~~ The Trustees

9.1 ~~3.1~~ The Trustees as charity trustees have control of the Company and its property and funds.

NEW AMENDMENT – ARTICLE 9.2

9.2 ~~3.2~~ The ~~Executive Committee~~ Board shall be composed of no fewer than four Trustees and shall comprise a minimum of four and a maximum of nine Elected Trustees ~~and~~ such number of Branch Trustees as are entitled to act in accordance with ~~clause 3.8~~ Article 9.7 and the chief executive officer of the Company who shall serve as an ex-officio Trustee for so long as he or she is so employed

Elected Trustees

9.3 ~~3.3~~ The ~~full~~ educational members will at each AGM appoint up to nine individuals to act as Elected Trustees provided that each such individual:

- ~~(a)~~ (a) shall be recommended by the ~~Executive Committee~~ Board; or
- ~~(b)~~ (b) shall, not less than 7 nor more than 35 clear days before the date approved for the AGM at which his or her appointment is to be considered, be proposed for appointment in writing by one ~~full member and~~ educational member (which cannot be an educational member with which the individual is connected) and be approved for appointment by the ~~Executive Committee~~ Board; and
- ~~(c)~~ (c) shall (in the opinion of the ~~Executive Committee~~) work (whether under a contract of service or a contract for services) for a University or College; and
- ~~(d)~~ (c) consents to act.

NEW AMENDMENT – ALREADY APPROVED BY MEMBERS - ARTICLE 9.4

9.4 ~~3.4~~ ~~An Elected Trustee need not be a member of the Company but the Executive Committee~~ Up to 3 of the Elected Trustees may be persons who are not members of the Company and need not work at a University or College. The remaining Elected Trustees need not be members of the Company but must

work at a University or College. The Board must ensure that at all times at least two Elected Trustees are designated as representatives of higher education institutions and at least two Elected Trustees are designated as representatives of further education institutions.

~~3.5 The first Elected Trustees of the Company and their respective terms of office will be:~~

~~Name _____ Term~~

~~{names} _____ {terms}~~

9.5 ~~3.6 Subject to clause 3.5 (and his or her earlier retirement or removal or the vacation of his or her office), each~~Each Elected Trustee shall hold office until the expiry of the fifth AGM after the AGM at which he or she is appointed. A retiring Elected Trustee (with the exception of an Elected Trustee appointed pursuant to Article ~~3.7~~9.6) will not be eligible for re-appointment until the AGM after the AGM ~~from the expiry of~~at which his term of office ends.

9.6 ~~3.7~~The ~~Executive Committee~~Board shall have power at any time to appoint any person who is willing to act as Trustee, either to fill a vacancy or as an addition to the existing ~~Executive Committee~~Board, but the total number of Trustees shall not exceed any maximum number fixed in accordance with these Articles. Any Trustee so appointed shall hold office only until the AGM next following his appointment and shall then be eligible for re-election. If not re-~~appointed~~re-elected at that AGM he or she shall vacate office at its conclusion.

Branch Trustees

9.7 ~~3.8~~The individual appointed as Branch Convenor of each Branch will (with the consent of the ~~Executive Committee~~Board) be a Branch Trustee of the Company while he or she continues to hold office as Branch Convenor.

Vacation of office

9.8 ~~3.9~~A Trustee's term of office automatically terminates if he or she:

~~(a)~~(a) is disqualified under the Charities Act 1993 from acting as a ~~company~~charity trustee;

~~(b)~~(b) is incapable, whether mentally or physically, of managing his or her own affairs;

~~(c)~~(c) is absent from two consecutive meetings of the ~~Trustees~~Board without the consent of the ~~Trustees~~Board;

~~(d)~~(d) is removed as a ~~Trustee~~director pursuant to the Act;

~~(e)~~(e) resigns by written notice to the ~~Trustees~~Board (but only if at least ~~two~~four Trustees will remain in office);~~or~~

~~(f)~~ is, in the opinion of the Board, guilty of conduct detrimental to the interests of the Company and the Board resolves by a 75% majority of the Trustees present and voting at a properly convened meeting that he or she should be removed provided that the Trustee concerned has first been given an opportunity to put his or her case and to justify why he or she should not be removed as a Trustee;

~~(g)~~(g) in the case of a Branch Trustee, ceases to be the Branch Convenor of the Branch by which he was so appointed;

(h) becomes employed by the Company (save for the chief executive officer);
or

~~(g) ceases (in the opinion of the Executive Committee) to work for a University or College.~~

(i) being the chief executive officer of the Company ceases to be so employed.

9.9 ~~3.10~~-A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting of the ~~Executive Committee~~Board.

NEW AMENDMENT – ALREADY APPROVED BY MEMBERS - ARTICLE 10

10 Functions of the Board

The Board must direct the Company's affairs in such a way as to promote the Objects. Its functions include (but are not limited to):-

10.1 defining and ensuring compliance with the values and objectives of the Company

10.2 establishing policies and plans to achieve those objectives;

10.3 approving each year's budget and accounts before publication;

10.4 establishing and overseeing a framework of delegation of its powers to sub-committees and employees with proper systems of control;

10.5 monitoring the Company's performance in relation to its plans, budget controls and decisions;

10.6 appointing (and if necessary removing) senior employees;

10.7 satisfying itself that the Company's affairs are conducted in accordance with generally accepted standards of performance and propriety; and

10.8 ensuring that appropriate advice is taken on the items listed in Articles 10.1 to 10.7 and in particular on matters of legal compliance and financial viability.

The Board may determine its precise functions from time to time.

11 ~~4-~~Proceedings of the ~~Executive Committee~~Board

11.1 ~~4.1~~-The ~~Trustees~~Board must hold at least two meetings ~~of the Executive Committee~~ each year.

11.2 ~~4.2~~-A quorum at a meeting of the ~~Executive Committee~~Board is four Trustees or one-third of ~~their~~the total number of Trustees (whichever is the greater).

11.3 ~~4.3~~-The ~~Trustees~~Board shall appoint one of their number to each of the following posts (and to such other posts as the Board may from time to time determine) for such period of time (not exceeding the appointee's term of office as Trustee) and with such responsibilities as ~~they determine~~the Board determines:

Post

~~National Convenor~~

Chairperson

Deputy Chairperson

Treasurer

~~Conference Director~~

Marketing Director

11.4 ~~4.4~~ A meeting of the ~~Executive Committee~~Board may be held either in person or by suitable electronic means agreed by the ~~Trustees~~Board in which all participants may communicate with all the other participants.

11.5 ~~4.5~~ The ~~National Convenor or (if the National Convenor is~~Chairperson or (if the Chairperson is unable or unwilling to do so) the Deputy Chairperson or (if both the Chairperson and Deputy Chairperson are unable or unwilling to do so) some other Trustee chosen by the ~~Trustees present~~Board will preside as chair at each meeting.

11.6 ~~4.6~~ Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all of the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).

11.7 ~~4.7~~ Except for the ~~chair~~Chairperson of the meeting, who in the case of an equality of votes, has a second or casting vote, every Trustee has one vote on each issue.

11.8 ~~4.8~~ A procedural defect of which the ~~Trustees are~~Board is unaware at the time does not invalidate decisions taken at a meeting of the Board.

11.9 Declaration of interests

(a) If a Trustee is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company, he must declare the nature and extent of that interest to the other Trustees.

(b) In accordance with the Act, the declaration may be made at a Board meeting or by written notice.

(c) If a declaration of interest proves to be or becomes inaccurate or incomplete a further declaration must be made.

(d) Any required declaration of interest must be made before the Company enters into the transaction or arrangement.

(e) A declaration is not required in relation to an interest of which the Trustee is not aware or where the Trustee is not aware of the transaction or arrangement in question. For this purpose a Trustee is treated as being aware of matters of which he ought reasonably to be aware.

(f) A Trustee need not declare an interest:-

(i) if it cannot reasonably be regarded as likely to give rise to a conflict of interests; or

(ii) if, and to the extent that, the other Trustees are already aware of it (and for this purpose the other Trustees are treated as being aware of anything of which they ought reasonably to be aware).

Authorisation of direct conflicts of interests

A Trustee may enter into a transaction with the Company only if and to the extent that such an arrangement is authorised by Article 5.

Authorisation of indirect conflicts of interest

(a) Where, for whatever reason, a Trustee has any form of indirect interest in relation to a transaction or arrangement with the Company (which shall include a conflict of duty) and the transaction or arrangement is not

authorised by virtue of any other provision in the Articles then it may be authorised by those Trustees not having a conflict provided that:

(i) The Trustee with the conflict (and any other interested Trustee) is not counted when considering whether or not there is a valid quorum for that part of the meeting and does not vote in relation to the matter giving rise to the conflict; and

(ii) the Trustees who do not have a conflict in relation to the matter in question consider it is in the best interests of the Company to authorise the transaction.

(b) The Trustees who do not have a conflict in relation to the matter in question may, in their absolute discretion, determine that the Trustee with the conflict and/or any other interested Trustee should absent himself from the part of the meeting at which there is discussion concerning the transaction or arrangement giving rise to the conflict.

12 5. Powers of ~~Trustees~~the Board

12.1 5.1 ~~The Trustees have~~Board has the following powers in the administration of the Company:

- ~~(a)~~ (a) to appoint (and remove) any person (who may ~~also, but need not~~ be a Trustee) to act as Secretary to the Company in accordance with the Act;
- ~~(b)~~ (b) to make standing orders consistent with ~~the Memorandum,~~ these Articles and the Act) to govern proceedings at general meetings;
- ~~(c)~~ (c) to make rules consistent with ~~the Memorandum,~~ these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
- ~~(d)~~ (d) to make regulations consistent with ~~the Memorandum,~~ these Articles and the Act to govern the administration of the Company and the use of its seal (if any);
- ~~(e)~~ (e) to establish procedures to assist the resolution of disputes within the Company; and
- ~~(f)~~ (f) to exercise any powers of the Company which are not reserved to a general meeting.

Sub-groupsCommittees

12.2 5.2 ~~The Executive Committee~~Board may delegate to any sub-~~group~~committee consisting of two or more ~~individuals~~trustees appointed by them any of their functions (including any powers or discretions) for such time and on such terms and conditions as it thinks fit ~~(including any requirement that a resolution of the sub-group shall not be effective unless a majority of those present when it is passed are Trustees or it is ratified by the Executive Committee)~~ provided that:

- ~~(a) — at least one member of every sub-group must be a Trustee;~~
- ~~(b)~~ (a) all proceedings of sub-~~groups~~committees must be reported promptly to the ~~Trustees~~Board; and
- ~~(c)~~ (b) every sub-~~group~~committee must act in accordance with the terms and conditions on which any function is delegated to it but, subject to that, the proceedings of the sub-~~group~~committee will be governed by such of these Articles as regulate the proceedings of the ~~Executive Committee~~Board so far as they are capable of applying.

Advisory boards

12.3 ~~5.3~~ The ~~Executive Committee~~Board may establish advisory boards comprising individuals who, in the opinion of the ~~Executive Committee~~Board, have the relevant expertise and experience in dealing with issues affecting the Company provided that:

- ~~(a)~~ (a) any advisory board will have none of the rights or powers exercisable by the ~~Executive Committee~~Board or any sub-~~group~~committee other than a power to advise the ~~Executive Committee~~Board on any matter referred to it by the ~~Executive Committee~~Board;
- ~~(b)~~ (b) the members of the advisory board will have none of the responsibilities of company directors or charity trustees; and
- ~~(c)~~ (c) every advisory board must act in accordance with any terms and conditions imposed by the ~~Executive Committee~~Board but, subject to that, the proceedings of the advisory board will be governed by such of these Articles as regulate the proceedings of the ~~Executive Committee~~Board so far as they are capable of applying.

NEW AMENDMENT – ALREADY APPROVED BY MEMBERS - ARTICLE 13

13 Functions of the Chairperson

The functions of the Chairperson are:-

13.1 to act as an ambassador for the Company;

13.2 to ensure that meetings of the Board and general meetings are conducted efficiently;

13.3 to give all Trustees an opportunity to express their views;

13.4 to establish a constructive working relationship with and to provide support for the employees;

13.5 where necessary (and in conjunction with the other Trustees) to ensure that, where the post of any senior employee is or is due to become vacant, a replacement is found in a timely and orderly fashion;

13.6 to encourage the Board to delegate sufficient authority to sub-committees to enable the business of the Company to be carried on effectively between Trustees' Meetings;

13.7 to encourage the Board to take professional advice when it is needed and particularly before considering the dismissal of an employee;

13.8 to be the line manager of the chief executive officer of the Company, including

- a) defining the chief executive officer's role, through a written job description
- b) overseeing the recruitment process for any new chief executive officer
- c) deciding the level or remuneration for the post
- d) facilitating the professional development and appraisal of the chief executive officer
- e) if necessary, acting as the disciplinary body for matters concerning the chief executive officer.

Particular aspects of this function may be delegated to a sub-committee of the Board.

14 ~~6.~~ Branches

14.1 ~~6.1~~ The ~~Executive Committee~~Board may organise, amalgamate, sub-divide or close such Branches of the Company as they shall from time to time determine.

14.2 ~~6.2~~ For the purposes of these Articles, a "Branch" will consist of ~~a~~the body of ~~such~~ members of the Company ~~as the Executive Committee may from time to time allocate to~~within a particular ~~geographical area~~country and ~~which each Branch~~ shall be conducted in accordance with such by-laws as the ~~Executive Committee~~Board may from time to time make, vary, suspend or revoke but which shall (unless otherwise determined by the ~~Executive Committee~~Board) make provision for:

- ~~(a)~~ (a) what meetings of the Branch may be held and when;
- ~~(b)~~ (b) the period for which accounts for the Branch are to be ~~made up~~prepared;
- ~~(c)~~ (c) which officers (who shall be known collectively as the "Branch Committee") should be appointed to manage and administer the Branch and by whom they should be appointed;
- ~~(d)~~ (d) an obligation on the Branch to account to the Company for all funds received and assets held;
- ~~(e)~~ (e) the provision of reports on the activities of the Branch to the Company; and
- ~~(f)~~ (f) the appointment of a Branch Convenor of the Branch who shall serve as chairperson of the Branch Committee and as a Branch Trustee on the ~~Executive Committee of the Company~~Board.

NEW AMENDMENT – ALREADY APPROVED BY MEMBERS - ARTICLE 14.3

14.3 Branches may be sub-divided into such regional groupings as the Board may from time to time determine. Regional groupings shall operate in accordance with such by-laws as the Board may from time to time make, vary, suspend or revoke.

15 ~~7.~~ Records & accounts

15.1 ~~7.1~~ The ~~Trustees~~Board must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- ~~(a)~~ (a) annual reports;
- ~~(b)~~ (b) annual returns; and
- ~~(c)~~ (c) annual statements of account.

15.2 ~~7.2~~ The ~~Trustees~~Board must keep proper records of :-

- ~~(a)~~ (a) all proceedings at general meetings;
- ~~(b)~~ (b) all proceedings at meetings of the ~~Trustees~~Board;

~~(e)~~(c) all reports of committees; and

~~(d)~~(d) all professional advice obtained.

15.3 ~~7.3~~ Accounting records relating to the Company must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.

15.4 ~~7.4~~ A copy of the Company's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Company's reasonable costs, within two months.

16 ~~8~~. Notices

16.1 ~~8.1~~ Notices under these Articles may be ~~sent~~delivered by hand, ~~or~~ by post or by suitable electronic means.

16.2 ~~8.2~~ The only address at which a member is entitled to receive notices is the address shown in the register of members.

16.3 ~~8.3~~ Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

~~(a)~~(a) 24 hours after being sent by electronic means or delivered by hand to the relevant address;

~~(b)~~(b) two clear days after being sent by first class post to that address;

~~(c)~~(c) three clear days after being sent by second class or overseas post to that address;

~~(d)~~(d) on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or, if earlier;

~~(e)~~(e) as soon as the member acknowledges actual receipt.

16.4 ~~8.4~~ A technical defect in the giving of notice of which the ~~Trustees are~~Board is unaware at the time does not invalidate decisions taken at a meeting.

17 ~~9~~. Dissolution

~~The provisions of the Memorandum relating to dissolution of the Company take effect as though repeated here.~~

~~10.~~ ~~Interpretation~~

~~In the Memorandum and in these Articles:~~

~~10.1 "the Act" means the Companies Act 1985~~

~~"AGM" means an annual general meeting of the Company~~

~~"these Articles" means these articles of association~~

~~"authorised representative" means an individual who is authorised in writing by a full member organisation to act on its behalf at meetings of the Company and whose name is given to the Secretary~~

~~"Branch" has the meaning it is given in Article 6.2~~

~~"Branch Committee" has the meaning it is given in Article 6.2~~

~~"Branch Convenor" has the meaning given in Article 6.2 (f)~~

~~"Branch Trustee" has the meaning given in Article 8.3~~

~~"charity trustee" has the meaning prescribed by section 97(1) of the Charities Act 1993~~

~~"clear day" means 24 hours from midnight following the relevant event~~

~~"the Commission" means the Charity Commissioners for England and Wales~~

~~"the Company" means the company governed by these Articles~~

~~"EAUC" means the unincorporated association of institutions of higher and further education known as "The Environmental Association of Universities and Colleges"~~

~~"EGM" means an extraordinary general meeting of the Company~~

~~"Elected Trustee" has the meaning given in Article 3.3~~

~~"Executive Committee" means the board of Trustees of the Company~~

~~"informal member" means a supporter of the Company who may be referred to as a member but is not a member of the Company under the Act.~~

~~"material benefit" means a benefit which may not be financial but has a monetary value~~

~~"member" and "membership" refer to membership of the Company~~

~~"Memorandum" means the Company's memorandum of association~~

~~"month" means calendar month~~

~~"National Convenor" means the chairperson of the Executive Committee~~

~~"the Objects" means the Objects of the Company as defined in clause 3 of the Memorandum~~

~~"Secretary" means the secretary of the Company~~

~~"Trustee" means a director of the Company and "Trustees" means all of the directors~~

~~"University or College" mean any university, college or other institution of higher or further education.~~

~~"written" or "in writing" refers to a legible document on paper including a fax message~~

~~"year" means calendar year~~

~~10.2 Expressions defined in the Act have the same meaning.~~

~~10.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.~~

Names & addresses of subscribers	Signature of subscribers
----------------------------------	--------------------------

Dated: _____ 2004

~~Witness to the above signatures~~

Signature of witness:

Name:

Address:

Occupation:

17.1 If the Company is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied by the Board in the following ways:

- (a) by transfer to one or more other bodies established for exclusively charitable purposes which the Board in its absolute discretion considers are within, the same as or similar to the Objects; and (subject thereto)
- (b) directly for the Objects or charitable purposes within or similar to the Objects; and (subject thereto)
- (c) in such other manner consistent with charitable status as the Commission approve in writing in advance.

17.2 A final report and statement of account must be sent to the Commission.