



# CONSTITUTION

RWCMD Students' Union  
Undeb Myfyrwyr CBCDC

*Royal Welsh College of Music and Drama  
Coleg Brenhinol Cerdd a Drama Cymru*

(An Unincorporated Association)

This Constitution was approved by a General Meeting of RWCMD Students' Union on 12<sup>th</sup> May 2021 and by the RWCMD Students' Union Board of Trustees on 9<sup>th</sup> June 2021. It was subsequently ratified by the RWCMD Board of Directors on 21<sup>st</sup> June 2021. The next review and approval must be completed, in line with the conditions of this Constitution, by 21<sup>st</sup> June 2026.

Lucas Sweeney | Chair of Trustees | 16<sup>th</sup> June 2021

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## **Constitution**

**of**

### **Royal Welsh College of Music and Drama Students' Union**

#### **BACKGROUND**

- a. The Royal Welsh College of Music and Drama Students' 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.
- b. The Union will seek at all times to:
  - (i) ensure that the diversity of its membership is recognised and that equal access is available to all Members of whatever origin or orientation;
  - (ii) pursue its aims and objectives independent of any political party or religious group; and
  - (iii) pursue equal opportunities by taking positive action within the law to facilitate participation of groups discriminated against by society.
- c. This Constitution has been structured to give the Board of Trustees reasonable authority to manage the affairs of 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 all of the Trustees. The Board of Trustees will give the utmost consideration to the views of Members.
- d. Under the Education Act 1994, the Royal Welsh College of Music and Drama 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 alongside the Royal Welsh College of Music and Drama 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.

## **Definitions and Interpretation**

1. The meanings of any defined terms used in this Constitution are set out in Clause 96. If any dispute arises in relation to the interpretation of this Constitution or any of the By-Laws, it shall be resolved by the Board of Trustees.

## **Name**

2. There shall be a students' union in the name of RWCMD Students' Union (and in this Constitution it is called "the Union").

## **Objects**

3. The Union's objects are the advancement of education of Students at the Royal Welsh College of Music and Drama for the public benefit by:
  - 3.1.1 promoting the interests and welfare of Students at the Royal Welsh College of Music and Drama during their course of study and representing, supporting and advising Students;
  - 3.1.2 being the recognised representative channel between Students and the Royal Welsh College of Music and Drama and any other external bodies;
  - 3.1.3 providing social, cultural, sporting and recreational activities and forums for discussions and debate for the personal development of its Students; and
  - 3.1.4 fostering and encouraging freedom of speech and taking measures to encourage and build a student community which celebrates the diversity of members

## **Powers**

4. To further its objects, but not to further any other purpose, the Union may:
  - 4.1.1 provide services and facilities for Members;
  - 4.1.2 establish, support, promote and operate a network of student activities for Members;
- 4.2 support any RAG or similar fundraising activities carried out by its Members for charitable causes, including the provision of administrative support, banking facilities and acting as a holding trustee of any funds raised;
- 4.3 alone or with other organisations:
  - 4.3.1 carry out campaigning activities;
  - 4.3.2 seek to influence public opinion; and make representations to and seek to influence governmental and other bodies and institutions

- 4.3.3 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;
- 4.4 write, make, commission, print, publish or distribute materials or information or assist in these activities;
- 4.5 promote, initiate, develop or carry out education and training and arrange, provide or assist with exhibitions, lectures, meetings, seminars, displays or classes;
- 4.6 promote, encourage, carry out or commission research, surveys, studies or other work and publish the useful results;
- 4.7 provide or appoint others to provide advice, guidance, representation and advocacy;
- 4.8 co-operate with other charities and bodies and exchange information and advice with them;
- 4.9 become a member, affiliate or associate of other charities and bodies;
- 4.10 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;
- 4.11 incorporate and transfer all its assets to a charitable limited liability legal entity, and dissolve at any time following such incorporation and transfer if the Trustees consider it appropriate to do so;
- 4.12 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;
- 4.13 make grants or loans of money and give guarantees;
- 4.14 set aside funds for special purposes or as reserves against future expenditure;
- 4.15 open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute negotiable instruments such as promissory notes or bills of exchange;
- 4.16 trade in the course of carrying out any of its objects;
- 4.17 establish or acquire subsidiary companies to carry on any taxable trade;
- 4.18 subject to Clause 5 (Limitation on private benefits), employ and pay employees and professionals or other advisors;
- 4.19 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:

4.19.1 any claim arising from any liability incurred by the Trustees to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);

4.19.2 any liability incurred by the Trustees in defending any criminal proceedings in which the Trustees are convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct; or

4.19.3 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; and

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

## **5. Limitation on private benefits**

5.1 The income and property of the Union shall be applied solely towards the promotion of its objects.

5.2 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:

5.2.1 any payments made to any Member in their capacity as a beneficiary of the Union;

5.2.2 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 5.3 shall apply;

5.3 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:

5.3.1 any payments made to any Trustee or Connected Person in their capacity as a beneficiary of the Union;

5.3.2 reasonable and proper out of pocket expenses of the Trustees;

5.3.3 reasonable and proper remuneration to any Officer Trustee or Connected Person for any goods or services supplied to the Union on the instructions of the Trustees provided that:

- (a) for the avoidance of doubt, the authorisation under this provision shall extend to the remuneration of Officer Trustees and Connected Persons under contracts of employment with the Union;
- (b) subject to Clause 5.3.3(a), the authorisation under this provision shall not extend to the service of acting as Trustee;
- (c) if the person being remunerated is a Trustee the procedure described in Clause 80 (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision;
- (d) if the person being remunerated is a Connected Person the procedure described in Clause 80 (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person;
- (e) subject to Clause 5.6, this provision may not apply to more than half of the Trustees in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee); and
- (f) at all times the provisions of the Education Act are complied with;

5.3.4 interest on money lent by any Trustee or Connected Person to the Union at a reasonable and proper rate;

5.3.5 any reasonable and proper rent for premises let by any Trustee or Connected Person to the Union;

5.3.6 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Clause 4.19;

5.3.7 any payments made to any Trustee or officer under the indemnity provisions set out at Clause 94; and

5.3.8 any payments authorised in writing by the Charity Commission.

5.4 In Clauses 5.2 and 5.3, references to the Union shall be read as references to the Union and/or any Subsidiary Company.

5.5 For any transaction authorised by Clause 5.3, the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Union shall be dis-applied provided the relevant provisions of Clause 5.3 have been complied with.

- 5.6 Where a vacancy arises on the Board of Trustees with the result that Clause 5.3.3 applies to more than half of the Trustees, the Union may continue to pay remuneration to its Officer Trustee and any Connected Persons receiving remuneration in accordance with Clause 5.3.3 provided that the Union uses all reasonable endeavours to fill the vacancy as soon as possible.

### **Incorporation**

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

### **Dissolution**

7. 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 some other charitable institution or institutions having similar objects to those of the Union and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as this Constitution imposes upon the Union. The institution or institutions which are to benefit shall be chosen by the Members of the Union at or before the time of winding up or dissolution.

### **Amendments to the Constitution**

8. The Members and the Royal Welsh College of Music and Drama shall review this Constitution every five years, with effect from the date that this Constitution comes into effect. No amendment of this Constitution shall be made which would have the effect of the Union ceasing to be a charity.
9. Clause 3 (Objects) and Clause 5 (Limitation on private benefits) may not be amended without the prior written consent of the Charity Commission.
10. Save where the amendment to the Constitution is a consequential amendment due to a change in the By-Laws (for example, the number or heading names of Clauses), the Constitution may be amended by:
- 10.1.1 a resolution of the Members passed at a Student Council meeting by at least 75% of those present and voting; or
  - 10.1.2 a resolution passed by a 75% majority of the Members voting in a Referendum provided that at least 10% of Members cast a vote in the Referendum

providing that the Board of Directors at the Royal Welsh College of Music and Drama approves the amendments (as required for the purposes of compliance with Section 22 of the Education Act).



## **Membership**

### **Members**

11. The Members of the Union shall be as follows:
  - 11.1.1 each and every Student who has not opted out by notifying the Royal Welsh College of Music and Drama of his or her wish not to be a Member of the Union; and
  - 11.1.2 the Officer Trustees of the Union.
12. Membership shall not be transferable and shall cease on death. A Member shall automatically cease to be a Member of the Union if:
  - 12.1.1 he or she ceases to be a Student;
  - 12.1.2 he or she ceases to be an Officer Trustee;
  - 12.1.3 he or she opts out of membership by giving written notice to the Union in accordance with the By-Laws; or
  - 12.1.4 In the case of Members other than the Officer Trustees, a resolution is passed by a majority vote of the Student Council resolving that the Member be expelled on the ground that his or her continued membership is harmful to or is likely to become harmful to the interests of the Union. Such a resolution shall not be passed unless the Member has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Student Council.
13. Members' details shall be entered in a register of Members.
14. Members of the Union shall be entitled to the benefits set out in the Code of Practice.

### **Associate Members**

15. The Trustees may elect to and remove from associate membership of the Union such persons as they consider to be fit. The Trustees shall determine the form of application for associate membership, and associate membership shall be subject to such rights and obligations as the Trustees consider appropriate.
16. Associate Membership applications shall be accepted from Alumni and members of staff of the Royal Welsh College of Music and Drama.
17. Associate members shall not be Members for the purposes of this Constitution and shall not be entitled to vote on any matter.

## **Referenda**

18. A Referendum may be called on any issue by:
  - 18.1.1 a resolution of the Trustees;
  - 18.1.2 a majority vote of the Student Council; or
  - 18.1.3 a Secure Petition signed by at least 10% of Members.
19. Subject to Clause 10.1.2, a resolution may only be passed by Referendum if at least 25% of Members cast a vote in the Referendum and a majority of the votes cast are in favour of the resolution.
20. Referenda shall be conducted in accordance with this Constitution and the By-Laws.
21. Subject to Clause 54, the Members may set Policy by Referenda. Policy set by Referenda may overturn Policy set either by the Members in general meeting or by the Student Council.

## **General Meetings**

### **Annual General Meeting**

22. The Union shall hold an annual general meeting once in each calendar year. Not more than 18 months shall pass between the date of one annual general meeting and the next. The annual general meeting shall be held at such time and place as the Executive Committee shall think suitable to allow the maximum number of Members to attend.

### **Other General Meetings**

23. The Trustees or Executive Committee may call a general meeting at any time. The Trustees or Executive Committee shall call a general meeting on receiving a requisition to that effect, signed by at least 10% of Members having the right to attend and vote at general meetings.

### **Location of Meetings**

24. Annual and general meetings may be carried out at one single venue.

### **Length of Notice**

25. A General Meeting shall be called by at least 7 clear days' written notice.

## **Contents of Notice**

26. Every notice calling a general meeting shall specify the place, day and time of the meeting and the general nature of the business to be transacted. If the meeting is an annual general meeting, the notice must say so and the business to be transacted shall include:
  - 26.1.1 ratification of minutes of previous AGM;
  - 26.1.2 receiving the report of the Trustees on the Union's activities since the previous AGM;
  - 26.1.3 receiving the report of the Executive Committee on the Committee's activities since the previous AGM
  - 26.1.4 receiving the accounts of the Union for the previous financial year;
  - 26.1.5 appointment of Accountants;
  - 26.1.6 approving the list of affiliations of the Union; and
  - 26.1.7 open questions to the Trustees by the Members.

## **Service of Notice**

27. Notice of general meetings shall be given to every Member and to the Trustees and any patron of the Union.

## **Quorum**

28. No business shall be transacted at any general meeting unless a quorum is present. 10% of persons entitled to vote upon the business to be transacted, each being a Member (but excluding Trustees), shall be a quorum.
29. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Trustees may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum.

## **Chair**

The AGM shall be chaired by the Officer Trustee. In their absence, another member of the Executive Committee shall chair the meeting.

## **Attendance**

30. A Trustee may, even if not a Member, attend and speak at any general meeting.

## **Adjournment**

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

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

32. Every Member has the right to attend general meetings and the right to vote. A resolution put to the vote of a general meeting shall be decided on a show of hands, and every Member shall have one vote.
33. Every resolution put to the vote of a general meeting shall be decided by a simple majority of the votes cast unless this Constitution provides otherwise.

## **Trustees**

### **Appointment of Trustees**

34. The Trustees shall be made up of the following persons:
  - 34.1.1 not more than one Officer Trustee (ex-Officio), elected in accordance with Clause 35-39;
  - 34.1.2 at least three External Trustees, appointed in accordance with Clause 40-43, at least one of which shall be a Financial expert appointed by the Royal Welsh College of Music and Drama Board of Directors and at least two of which shall be Alumni of the Royal Welsh College of Music and Drama.

### **Officer Trustee**

35. One Officer Trustee shall be elected by secret ballot by the Members of the Union at an election to be held in accordance with the By-Laws. The Officer Trustee shall be elected to the post set out in the By-Laws.
36. The Officer Trustees shall remain in office for a term of one year commencing in accordance with the By-Laws. The term of office may be shorter or longer on a transitional basis to coincide with an alteration of the year start or end. Subject to a transitional change in the year of office, an Officer Trustee may be re-elected for a maximum further term of one year by the Members of the Union at an election to be held in accordance with the By-Laws. For the avoidance of doubt, an Officer Trustee's terms of office may be either consecutive or non-consecutive.

37. Each Officer Trustee must be a Student or an Officer Trustee at the time of his or her election. An Officer Trustee shall become a Member of the Union on commencement of his or her appointment or re-appointment as an Officer Trustee. Such membership shall cease when the Officer Trustee ceases to be an Officer Trustee.
38. The Officer Trustee shall be deemed to be “major union office holder” for the purposes of Section 22 of the Education Act.
39. At the same time as commencing the term of office as a Trustee, the Officer Trustee will enter into a contract of employment with the Union for a term to be determined by this Constitution. The duties and method of remuneration of the Officer Trustee shall be as set out in the By-Laws.

#### **Other Trustees**

40. At least three External Trustees shall be appointed by a simple majority vote at an AGM. For the avoidance of doubt, such appointment shall not take effect until it has been ratified by the RWCMD Board of Directors.
41. Unless their appointment is terminated in accordance with Clauses 43 to 47, External Trustees shall remain in office for a term of up to three years commencing in accordance with the By-Laws.
42. External Trustees may serve a maximum of two terms which may either be consecutive or non-consecutive.

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

43. The office of a Trustee shall be vacated if:
  - 43.1.1 he or she becomes prohibited by law from being a charity trustee;
  - 43.1.2 in the case of an Officer Trustee, he or she ceases to be an employee of the Union;
  - 43.1.3 in the case of a Student Trustee, he or she ceases to be a Student;
  - 43.1.4 he or she resigns by notice to the Union (but only if at least [four] Trustees will remain in office when the notice of resignation is to take effect);
  - 43.1.5 the Trustees reasonably believe he or she is suffering from mental or physical disorder and is incapable of acting as a trustee and they resolve that he or she be removed from office;
  - 43.1.6 he or she fails to attend [three] consecutive meetings of the Trustees and in the opinion of the Trustees there are no mitigating circumstances for that failure and the Trustees therefore resolve that he or she be removed for this reason; or

43.1.7 he or she is removed from office under Clauses 44 to 47.

### **Removal of Trustees by the Members or the Student Council**

44. The office of a Trustee shall be vacated if:

44.1.1 a motion of no confidence in the Trustee is passed by a simple majority of the Members voting in a Referendum, provided that at least 25% of Members cast a vote in the Referendum. Such a motion shall only be triggered by a Secure Petition of no confidence signed by at least 10% of Members; or

44.1.2 a motion of no confidence in the Trustee is passed by a two thirds majority in a vote of the Student Council.

### **Removal of Trustees by the Board**

45. The office of Trustee shall be vacated if a majority resolution of no confidence is passed by the Trustees. For the avoidance of doubt, the Trustee concerned and any Trustee who has a conflict of interest in relation to the matter shall not vote on this resolution and the quorum shall be adjusted accordingly in accordance with Clause 74.

### **Rights of Removed Trustee**

46. A resolution to remove a Trustee in accordance with Clause 45 shall not be passed unless the Trustee concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard by or making written representations to the Trustees.

47. A Trustee removed from office in accordance with Clause 45 shall be entitled to appeal the decision to remove him or her to an Appeals Panel within 14 days of the resolution. The Appeals Panel shall be made up of a nominee of the Royal Welsh College of Music and Drama Board of Directors, one independent person and a chief executive/general manager and officer of another students' union. The independent person shall be a Member who is not a Trustee or a member of the Student Council. The Union may consult with NUS in relation to the appeals process and in particular the appointment of independent persons to the Appeals Panel.

### **Replacement of Trustees**

48. If an Officer Trustee resigns, is disqualified or removed from office at any time prior to the commencement of the Academic Year, the vacancy that results on the board of Trustees shall be filled in accordance with the By-Laws.

49. If an Officer Trustee resigns, is disqualified or removed from office after the commencement of the Academic Year the vacancy shall be filled in accordance with

the By-Laws. Any person elected under this Clause may be required to assume the responsibilities of the Officer Trustee.

50. If another Trustee resigns, is disqualified or removed from office, a Trustee shall be appointed to the vacancy in accordance with Clause 35.

### **Powers of the Trustees**

51. The Board of Trustees shall be responsible for the management and administration of the Union and, subject to the Education Act, this Constitution and the By-Laws, may exercise all the powers of the Union. A meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

52. No alteration of this Constitution or the By-Laws shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.

53. The Board's powers under Clause 51 shall include but not be limited to responsibility for:

- 53.1.1 the governance of the Union;

- 53.1.2 the strategy of the Union.

54. The Board of Trustees may override any decision and Policy made by the Members in general meeting or Referendum or by the Student Council which the Trustees consider (in their absolute discretion):

- 54.1.1 has or may have financial implications for the Union;

- 54.1.2 is or may be in breach of, contrary to or otherwise inconsistent with charity or education law or any other legal requirements (including ultra vires);

- 54.1.3 is not or may not be in the best interests of the Union or all or any of its charitable objects; or

- 54.1.4 will or may otherwise affect the discharge of any or all of the responsibilities referred to in Clause 53.

55. The continuing Trustees or a sole continuing Trustee may act notwithstanding any vacancies in their number. However, if and so long as the number of Trustees is less than the number fixed as the quorum in Clause, the Trustees may only act to increase the number of Trustees (including by arranging an election) so that there is a quorum.

56. All acts done by a meeting of Trustees, or of a committee of the Trustees, shall be valid, even if it is later discovered that any Trustee who participated in the vote:

- 56.1.1 was not properly appointed;

56.1.2 was disqualified from holding office;

56.1.3 had vacated office; or

56.1.4 was not entitled to vote.

### **Delegation of Trustees' powers**

57. The Trustees may, by power of attorney or otherwise, appoint any person to be the agent of the Union for such purposes and on such conditions as they determine.

58. The Trustees may delegate any of their powers or functions to any committee or the implementation of any of their resolutions and day-to-day management of the affairs of the Union to the Executive Committee in accordance with the conditions set out in this Constitution.

### **Delegation to committees**

59. In the case of delegation to committees:

59.1.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (though the resolution may allow the committee to make co-options up to a specified number);

59.1.2 subject to Clause 61, the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;

59.1.3 the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported forthwith to the Trustees and for that purpose every committee shall appoint a secretary;

59.1.4 all delegations under this Clause shall be revocable at any time; and

59.1.5 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as they may from time to time think fit.

60. The Trustees shall establish the following committees (which is a non-exhaustive list) in accordance with their powers under Clause 58:

60.1.1 Executive Committee (as further described in Clause 64);

### **Delegation of day-to-day management powers to the Executive Committee**

61. In the case of delegation of the day-to-day management of the Union to the Executive Committee:



- 61.1.1 the delegated power shall be to manage the Union by implementing the policy and strategy adopted by and within a budget approved by the Trustees and to advise the Trustees in relation to such policy, strategy and budget;
- 61.1.2 via an annually mutually agreed Relationship Agreement, the Trustees shall agree with RWCMD those college staff who can provide the Union with professional services support , including a description of the extent of their authority; for the avoidance of doubt, this shall be to provide legal, strategic planning and service continuity advice or guidance to the Executive Committee and financial and business management =of the Union or its subsidiaries;
- 61.1.3 any staff provided by the College to support the work of the Union shall report regularly to the Trustees on the activities undertaken in managing the business and finance of the Union and provide them regularly with management accounts sufficient to explain the financial position of the Union; and
- 61.1.4 the Trustees will not amend the extent of the authority of any College staff member providing professional support from that stated in 62.1.2 above without the prior consent of the Royal Welsh College of Music and Drama.

### **Bank Account**

62. For the avoidance of doubt, the Trustees may (in accordance with Clauses 58 and 59) delegate all financial matters to any committee provided that such committee shall include at least one Trustee. The Trustees may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit provided that the signature of at least one Trustee shall be required for cheques above a certain amount as set out in the By-Laws and provided always that no committee shall incur expenditure on behalf of the Union except in accordance with a budget which has been approved by the Trustees.

### **Proceedings of Committees**

63. The meetings and proceedings of any committee shall be governed by the provisions of this Constitution regulating the meetings and proceedings of the Trustees so far as the same are applicable and are not superseded by any By-Laws made by the Trustees and the Student Council.

### **The Executive Committee**

64. Unless the Trustees determine otherwise, the Executive Committee shall include:
- 64.1.1 the one Officer Trustee and

#### 64.1.2 the five Student Officers

- i. Vice President (Music)
- ii. Vice President (Drama)
- iii. Vice President (Welfare)
- iv. Vice President (Events and Societies)
- v. Vice President (Equality and Diversity)

65. The Executive Committee shall meet in accordance with the By-Laws. The Executive Committee's responsibility shall not include the duties of the Trustees as set out in Clause 51 but shall include representation and campaigning work and the implementation of Policy save in so far as these responsibilities have not been delegated to another committee.

#### **By-Laws**

66. The Trustees and the Student Council shall have the power from time to time to jointly make, repeal or amend By-Laws as to the management of the Union and its working practices provided that such By-Laws shall not be inconsistent with this Constitution.

#### **Proceedings of Trustees**

67. Subject to the provisions of this Constitution and the By-Laws, the Trustees may regulate their proceedings as they think fit.

#### **Trustees' meetings**

68. The Trustees shall hold a minimum of 3 meetings in any Academic Year.

69. Two Trustees may, and the Officer Trustee at the request of two Trustees shall, call a meeting of the Trustees.

70. Guests or observers can attend meetings of the Trustees at the discretion of the Chair.

#### **Length of notice**

71. A Trustees' meeting shall be called by at least seven clear days' notice unless either:

71.1.1 all the Trustees agree to shorter notice; or

71.1.2 urgent circumstances require shorter notice.

### **Contents of notice**

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

### **Service of notice**

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

### **Quorum**

74. The quorum for Trustees' meetings shall be three and such quorum must include the Officer Trustee. Where the resolution or issue under discussion concerns a matter in respect of which some or all of the Trustees have a conflict of interest, the quorum shall be four.

### **Chair and Deputy Chair**

75. The Trustees shall appoint a Trustee from amongst the External Trustees to be Chair of the Trustees and may at any time remove him or her from office.
76. In the absence of the Chair, another Trustee appointed by the Trustees present shall preside as chair of the meeting.

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

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

### **Virtual meetings**

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

### **Majority decisions without Trustees' meeting**

79. The Trustees may, in the circumstances outlined in this Clause, make a simple majority decision without holding a Trustees' meeting.

#### **79.1 If:**

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

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

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

79.1.4 a majority of the Trustees vote in favour of a particular decision on that matter

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

79.2 Trustees participating in the taking of a majority decision otherwise than at a Trustees' meeting in accordance with this Clause:

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

79.2.2 may communicate with each other by any means.

79.3 No decision shall be taken by the Trustees in accordance with this Clause unless a quorum participates in the decision-making process. The quorum for Trustees' decision-making in accordance with this Clause shall be the same as the quorum for Trustees' meetings as set out in Clause 74.

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

79.4.1 circulation of the proposed decision with an indication of the time period for discussion and the date by which Trustees are asked to cast their votes;

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

79.4.3 if a majority of the Trustees votes in favour of the decision, the nominated person shall communicate the decision to all the Trustees and the date of the decision shall be the date on which the vote is cast to bring the number of Trustees voting in favour into the required majority; and

79.4.4 the nominated person must prepare a minute of the decision in accordance with Article [86].]

79.5 In the case of an equality of votes in any decision-making process in accordance with this Clause, the chair shall be entitled to a casting vote in addition to any other vote he or she may have but this does not apply if, in accordance with the Articles, the chair or specified Trustee is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.

## **Conflicts of Interest**

80. Whenever a matter is to be discussed at a meeting or decided in accordance with Clause 79 and a Trustee has a Personal Interest in respect of that matter then he or she must:
- 80.1.1 declare his or her interest to the Trustees;
  - 80.1.2 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;
  - 80.1.3 not be counted in the quorum for that part of the meeting [or decision-making process]; and
  - 80.1.4 withdraw during the vote and have no vote on the matter.
81. If any question arises as to whether a Trustee has a Personal Interest, the question shall be decided by a majority decision of the other Trustees.
82. In particular, Clause 80 shall apply to any matter that may directly or indirectly relate to the position of an Officer Trustee who is or is to be remunerated as an employee by the Union.

## **Student Council**

83. The Student Council shall have the authority to:
- 83.1.1 represent the voice of the Students;
  - 83.1.2 subject to Clause, set the Policy of the Union and refer Policy to Referenda of the Members (in accordance with the By-Laws);
  - 83.1.3 make, repeal and amend the By-Laws jointly with the Executive Committee in accordance with Clause; and
  - 83.1.4 receive a quarterly report from the Executive Committee; and
84. The composition and proceedings of the Student Council shall be set out in the By-Laws. No Member may hold more than one seat on the Student Council at any one time.

## **General**

### **Irregularities**

85. The proceedings at any meeting or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or by reason of any business being considered which is not specified in the notice.

## **Minutes**

86. The Trustees shall keep minutes of:

86.1.1 all proceedings at general meetings of the Union and of meetings of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting; and

86.1.2 all resolutions of the Members and of the Trustees

and any such minute, if purported to be signed by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any Member or Trustee of the Union, be sufficient evidence of the proceedings or the resolution.

87. The minutes of the meetings referred to in Clause 86 above shall normally be considered open and shall be available to the Members on the Union's website, except where those minutes relate to any reserved or confidential matters, including without limitation staff-related or disciplinary matters. Copies of the minutes shall also be kept in the Union's offices.

## **Accounts and Reports**

88. The Trustees shall comply with the requirements of the Education Act and the Charities Act 1993 as to keeping financial records, the audit or examinations of accounts.

89. The Members of the Union have the right to ask the Trustees questions in writing about the content of any documents referred to in Clause 88.

## **Notices**

90. Subject to Clause 91, any notice to be given to or by any person pursuant to this Constitution shall be in writing except that a notice calling a meeting of the Trustees need not be in writing.

91. The Union may give any notice to a Member either:

91.1.1 personally;

91.1.2 by sending it by post in a prepaid envelope addressed to the Member at his or her address;

91.1.3 by leaving it at the address of the Member;

91.1.4 by electronic communication to the Member's address; or

91.1.5 by posting it on the Union's website.

- 92. A Member present at any meeting of the Union shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
- 93. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent or in the case of a notice posted on the Union’s website at the expiration of 48 hours after it was posted.

**Indemnity**

- 94. Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee shall and every other officer or auditor of the Union may be indemnified out of the assets of the Union against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Union, and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto.

**Trustees’ Indemnity Insurance**

- 95. The Trustees shall have power to resolve pursuant to Clause 4.19 to effect trustees’ indemnity insurance, despite their interest in such policy.

**Definitions and Interpretations**

- 96. In this Constitution, the following terms shall have the following meanings:

	<b>Term</b>	<b>Meaning</b>
96.1	“Academic Year”	the period between late September in one Year to early July in the next Year determined by the Union as the period during which Students are required to be registered with the Royal Welsh College of Music and Drama.
96.2	“Board of Trustees” or “Board”	the board of Trustees of the Union;
96.3	“By-Laws”	the by-laws setting out the working practices of the Union made from time to time in accordance with Clause [66];

96.4	“clear days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
96.5	“Code of Practice”	the code of practice relating to the Royal Welsh College of Music and Drama’s obligations under Section 22 of the Education Act;
96.6	“Connected Person”	any person falling within one of the following categories and where payment to that person might result in the relevant Trustee obtaining benefit: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) the spouse or civil partner of any person in (a); or (c) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship; or (d) any company or LLP or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;
96.7	“Constitution”	this constitution of the Union;
96.8	“Education Act”	the Education Act 1994;
96.9	“the Executive Committee”	means the Officer Trustee and the Student Officers;
96.10	“External Trustee”	a Trustee appointed in accordance with Clause 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;
96.11	“in writing”	means written, printed or transmitted writing including by electronic communication;
96.12	“Members”	members of the Union being Students at the Royal Welsh College of Music and Drama as further defined in Clause 11.1.1



		and the Officer Trustees;
96.13	“NUS”	National Union of Students;
96.14	“Office”	the head office of the Union;
96.15	“Officer Trustee”	a Trustee elected in accordance with Clause 35;
96.16	“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);
96.17	“Policy”	representative and campaigning policy set by Referenda or the Student Council in accordance with Clauses 18 to 21 and Clause 83.1.2 respectively;
96.18	“President”	the president of the Union, as elected by the Members in accordance with the By-Laws;
96.19	“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 By-Laws;
96.20	“Secure Petition”	a written request to the Union which shall be fixed in a pre-arranged place or places or held securely on-line;
96.21	“Student”	any individual who is formally registered for an approved programme of study provided by the Royal Welsh College of Music and Drama. For the avoidance of doubt, the Royal Welsh College of Music and Drama shall determine whether or not an individual has student status;
96.22	“Student Council”	the Student body elected by and from Students constituted in accordance with this Constitution and the By-Laws of the Union;
96.23	“Student Trustee”	a Trustee elected who is a Student and for the avoidance of doubt shall not, for the purposes of Section 22 of the Education Act, be a major union office holder;

96.24	“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;
96.25	“Trustee” and “Trustees”	the Officer Trustees, and the External Trustees;
96.26	“Union”	RWCMD Students’ Union

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

98. 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.

## **By-Law 1**

### **ELECTIONS**

1. A returning officer, who shall not be a member of the student body, shall be appointed by the Union Executive. The returning officer shall be responsible for the good conduct of elections for one year.
2. In accordance with its duty under the Education Act 1994 [s.22(2)(e)] the returning officer shall invite the Principal to nominate a member of staff to observe the election so as to assure the Board of Directors that the elections are fairly and properly conducted.
3. The term of office of the Officers and Executive shall be from August 1st to July 31st.
4. The elections of officers shall take place in the summer term by secret ballot in which all ordinary members are entitled to vote.
5. The dates of all elections and a copy of the elections regulations shall be posted on the Union notice board at least three weeks before the elections.
6. Nomination forms signed by the candidate shall be handed to the returning officer not later than 5pm on the day, seven days before the date of the election along with the manifesto. A list of candidates, (together with proposer and seconder) shall be displayed on the Union notice board within 24 hours of closure of nominations.
7. The Returning Officer shall publicise the locations and the arrangements of the voting station together with the list of candidates and shall make arrangements whereby provision is made for all ordinary members of the Union to vote.
8. All ordinary members of the Union may vote on production of a current Union card. A voting slip will be issued to each voter only after their card has been stamped.
9. Voting slips shall bear the name of each candidate and the office being contested.
10. The simple majority system of voting shall be employed to determine the result of the election.
11. If any of the above posts fall vacant, then a by-election shall be arranged by the Returning Officer following by-law 1.

## **By-Law 2**

### **Executive Committee**

1. The members of the Executive Committee are the Officer Trustees and the Student Officers, as detailed in Article 61.
2. The Executive Committee shall meet on no less than fortnightly during the term time. An extraordinary Executive Committee meeting shall be held at the request of any member of the Executive Committee.
3. The Chair shall be the Officer Trustee (President) or their nominee.
4. Quorum for an Executive Committee meeting shall be 3 of the elected officers.
5. All Student Officers will carry out their roles in accordance with the duties set out in By-Law 3.
6. All Student Officers must:
  - a. submit an annual schedule of the Union's income and expenditure to Student Council and Trustees
  - b. be responsible for the day-to-day conduct of the affairs of the Union, subject to the Policies and, where applicable, detailed decisions of the Trustees and Student Council
  - c. act within the powers delegated to it by the Trustees
  - d. be responsible for the implementation of Union Policy in collaboration with the Student Council.
7. All Student Officers are required to:
  - a. ensure the notion of "Students First" is central
  - b. provide effective representation for all members
  - c. be accountable to all Students for their actions, and report on their work to the Student Council
  - d. lead activity support to the Student Council to develop and deliver Union Policy
  - e. ensure that a genuine spirit of equal opportunity and diversity pervades the Union and to support and represent Students who face discrimination
  - f. build and maintain professional working relationships with other Officers, all College Staff and members of other Students' Unions
  - g. uphold the Constitution of the Students' Union and its Bye-Laws
  - h. provide direction deliver high quality services and opportunities to all students of RWCMD

## **By-Law 3**

### **Officer Trustee (President) - Duties and Remuneration**

1. The Officer Trustee (President) shall be the Chair of the Executive Committee and will:
  - i. be the first officer of the Union and shall represent the Union in all external matters and shall be the principal channel of communication between the Union and the College
  - ii. be empowered to act on behalf of Union members between matters of a minor, non-contentious, or urgent nature, having taken into consideration the opinions of the SU Executive Committee, save that all actions must be reported to the appropriate body at the next opportunity
  - iii. be responsible, subject to relevant committees, for the administration of the daily business of the Union
  - iv. be responsible for advising the Executive Committee on ways to meet the continuing and future needs of the Union's membership in the most efficient and appropriate way
  - v. sign all contracts, agreements and undertakings into which the Union may enter
  - vi. attend conferences and training events relevant to the post
  - vii. be an automatic representative of the Union at the National Conferences of the National Union of Students in Wales and at the National Conference of the National Union of Students UK
  - viii. be responsible for upholding this Constitution and its regulations
  - ix. chair all Union sub-committees unless otherwise requested by the Union Executive
  - x. whenever possible, ensure that the SU works as a motivated team and encourage Executive Committee members to work to the best of their ability
  - xi. draft the Union budget and monitor expenditure in conjunction with the Finance and Resources Trustee and Chief Executive
  - xii. be the official spokesperson of the SU to the media and other external bodies
  - xiii. be the main signatory to the Union account
  
2. The Officer Trustee be remunerated annually at the scale of point 8 on the RWCMD Pay Spine, paid by Bank Transfer over 12 equal instalments
  
3. The Officer Trustee and Chief Executive shall sign a Terms of Tenure Agreement setting out Terms of Conditions of Employment of the Officer Trustee and the Duties outlined above.

## **By-Law 4**

### **Student Officers (Vice Presidents) - Duties and Remuneration**

1. There shall be five non-sabbatical Officers who, with the Officer Trustee, shall be the members of the Executive Committee, as detailed in Article 64.
2. The Job Titles of the four non-sabbatical Officers shall be:
  - a. Vice President (Music)
  - b. Vice President (Drama)
  - c. Vice President (Welfare)
  - d. Vice President (Events and Societies)
  - e. Vice President (Equality and Diversity)
3. With specific consideration for each individual cohort they represent, each non-Sabbatical Officer shall:
  - a. be responsible for the co-ordination of the welfare, rights, campaigns and advice services of the Union
  - b. establish, maintain contact and provide information from groups and organisations which work on welfare issues
  - c. represent the welfare needs and interests of specific groups (including female, male, LGBT+, multi-faith/belief) in College
  - d. supply information, but SHALL NOT attempt to counsel, students who have welfare problems respecting confidentiality at all times
  - e. be concerned with students' safety inside and outside of College
  - f. represent the needs and interests of Welsh language speaking students and promote awareness of the Welsh Language
  - g. in conjunction with the President represent members relating to education provision at the College
  - h. develop and maintain a system for the election, training and the induction Course Board representatives/Students' Union Council Members
  - i. in the absence of the President, represent the Union on College committees
  - j. attend conferences and training events relevant to the post as required
  - k. develop and manage a Union communication strategy
  - l. ensure that all relevant information is published on the appropriate forum
  - m. ensure the SU Web-site is current, accessible and relevant
  - n. organise and publicise a variety of entertainment to reflect the interests of all sections of the student body
  - o. implement financial policy in accordance with approved budgets
  - p. ensure that Union events are run under the SU's Entertainment Guidelines
  - q. ensure, in conjunction with the President, that all Union clubs and societies are formed and administered in accordance with the appropriate by-law
  - r. allocate funds to approved clubs or societies and monitor their expenditure
  - s. ensure that all legal documents such as the Constitution, Instruments and Articles of Government and any correspondence are implemented
  - t. be a signatory to the Union account

4. Peer-to-peer group review will take place once a term at an Executive Committee meeting where the performance and delivery of the above Student Officer duties will be appraised as a team. Subject to the unanimous agreement of the Executive Committee, this review will form the basis of an aural report from the Officer Trustee to the Student Council on the performance of Student Officers in the completion of their duties.
- 5 Following the Student Officers' verbal report to a Student Council Meeting on the performance of Student Officers, the Student Council shall have the power to recommendation to the Trustees that the Student Officers (excluding the Officer Trustee) should receive a pre-agreed Honorarium. The annual amount available for this Honorarium will not be more than 10% of the Grant awarded from the RWCMD Board of Directors. It shall be divided evenly between the Students Officers (excluding the Officer Trustee) once each academic month (September to July) during their term of office.
- 6 If the Student Council decides, by a simple majority, that one of more Student Officer has not met their obligations under this Constitution, then that Officer shall not receive their Honorarium for that month. Honorariums shall be non-transferable or cumulative.

## **By-Law 5**

### **Clubs and Societies**

1. Any club or society shall be recognised by the union provided that:
  - a. a petition for its formation signed by 10 members is presented to the Union Executive
  - b. the club present a constitution with the petition. This constitution should include:
    - i. The name of the club/society
    - ii. The aims objectives of the club/society (which shall not be those contrary to those of the Union)
    - iii. Regulations relating to membership eligibility
    - iv. Provision for the election of the committee of officers
    - v. The responsibilities of the committee of officers
2. The club(s) constitution shall be subject to approval by the Executive Committee
3. The club shall be accountable to the Executive Committee and, ultimately, Union General Meetings
4. The recognition of a club may be withdrawn by the Executive Committee if the Executive Committee receives evidence that the club or society is not operating in accordance with its constitution.

## **By Law 6**

### **Student Council**

1. The members of Student Council shall be:
  - i. Officer Trustee of the Union who shall be the Chair
  - ii. Student Officers of the Union
  - iii. Elected Programme Board Representatives from RWCMD who have not opted out of being members of the Students' Union
2. The RWCMD will provide secretariat support to the Student Council from professional support staff
3. The quorum for a meeting of Student Council shall be 50% of the total elected membership of Student Council plus one. A meeting shall also be deemed inquorate if less than two Student Officers are present.
4. In the event of a meeting being or becoming inquorate no business shall be transacted other than the adjournment of the meeting. At least five clear days' notice of the adjourned meeting shall be given. At the adjourned meeting the unfinished business for which the original meeting was called may be transacted in the absence of a quorum.
5. Student Council shall meet not less than once per academic term
6. Student Council shall be convened by the Student Officer (President) and shall require at least 48 hours' notice.
7. The Student Officer (President) shall convene an extraordinary meeting at the request of:
  - i. a simple majority of the Executive Committee; or
  - ii. a simple majority of Student Council.
8. The responsibilities of Student Council shall include:
  - i. To represent the voice of Students on all matters, including the holistic student experience of RWCMD
  - ii. To make recommendations on, and lead the development of, Union Policy
  - iii. To make, repeal and amend the By-Laws jointly with the Trustees
  - iv. To hold to account the Student Officers
  - v. To recommend to the Trustees the award of Student Officer Honorariums
  - vi. To undertake any other responsibilities as determined by the Executive Committee and in line with the constitution
9. Any Councillor absent without good cause from three meetings of Student Council in any one Academic Session shall be deemed to have resigned.



10. Where vacancies on Student Council occur as a result of the removal or resignation of Councillors, their vacancy will be filled in line with the procedure given in By-law 1.

## **By Law 7**

### **Trustees' Managing Interests Policy**

#### **1. Why we have a conflicts of interest policy**

- 1.1. Trustees have a legal obligation to act in the best interests of the Union, and in accordance with Union's governing document, and to avoid situations where there may be a potential conflict of interest. Staff and volunteers have similar obligations.
- 1.2. Conflicts of interests may arise where an individual's personal or family interests and/or loyalties conflict with those of Union. Such conflicts may create problems that:
  - Inhibit free discussion;
  - result in decisions or actions that are not in the interests of Union; or
  - risk the impression that Union has acted improperly.
- 1.3. The aim of this policy is to protect both the organisation and the individuals involved from any appearance of impropriety.
- 1.4. The policy is designed provide guidance as to:
  - Identify a potential or perceived conflict of interest
  - Outline how the organisation will manage a conflict of interest; and
  - Outline how declared conflicts of interest will be recorded, reviewed and monitored

#### **2. Scope**

- 2.1. This policy applies to all Trustees, staff and anyone involved in decision making, or supporting the decision making process, for the Union.

#### **3. Definitions**

- 3.1. A "conflict of interest" is defined as any situation in which an individual's personal, professional, or financial loyalties or duties could, or could be seen to, prevent them from making a decision only in the best interest of the Union.

#### **4. Declaring interests**

- 4.1. Individuals subject to this policy as defined by 2.1 must, on appointment, declare all conflicts of interests and any gifts or hospitality offered and/or received in connection with their role. The Declaration of Interest form at **Appendix 1** should be used.
- 4.2. Individuals subject to this policy as defined by 2.1 must, annually, update their declaration, or as soon as they become aware of any material change in their circumstances, using the Declaration of Interest form at **Appendix 1**.
- 4.3. Declarations must be made and updated erring on the side of caution. Guidance can be offered by an appropriate member of staff and the Chair of the Board of Trustees on what should be declared.
- 4.4. This register of interests shall be used to record all gifts of a value over £25 and hospitality over £25 received by the trustees and staff.

4.5. Interests and gifts will be reviewed by the Chair of the Trustee Board and recorded on the Union's register of interests, which will be maintained by a designated member of staff. The Chair's interests and gifts will be reviewed by another nominated external Trustee.

## 5. **Managing Interests**

- 5.1. The process of managing conflicts of interest is outlined by Article 82 of the constitution.
- 5.2. As soon as an individual is aware of any real or perceived conflict of interest, they must:
- declare the interest at the earliest opportunity;
  - remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;
  - not be counted in the quorum for that part of the meeting [or decision-making process]; and
  - withdraw during the vote and have no vote on the matter.
- 5.3. If any question arises as to whether an individual has an interest, the question shall be decided by a majority decision of the Trustees who are not conflicted. All decisions will be made by vote, with a simple majority required. A quorum must be present for the discussion and decision.
- 5.4. Interested parties will not be counted when deciding whether the meeting is quorate.
- 5.5. Interested board members may not vote on matters affecting their own interests.
- 5.6. If an individual fails to declare an interest that is known to the Union and/or the chair of the board, the Board secretary or chair will declare that interest.
- 5.7. The Board secretary should take special care to ensure that minutes or other documents relating to the item presenting a conflict are appropriately redacted for the person facing the conflict. A balance needs to be made to ensure that the person still receives sufficient information about the activities of the charity generally without disclosing such sensitive information that could place the individual in an untenable position.
- 5.8. There are situations where an individual may participate in discussions from which they could indirectly benefit, for example where the benefits are universal to all users, or where your benefit is minimal. This action will be agreed by the chair and minuted accordingly.
- 5.9. All decisions under a conflict of interest will be recorded by the Board secretary and reported in the minutes of the meeting. The report will record:
- the nature and extent of the conflict;
  - an outline of the discussion; and
  - the actions taken to manage the conflict.
- 5.10. Where a trustee benefits from the decision, all appropriate requirements must be met in accordance with the Union's reporting requirements, including all payments of benefits in kind to trustees.
- 5.11. Where a member of the Union's staff are connected to a party involved in the supply of a service or product to the Union, this information will be fully disclosed in the annual report and accounts.
- 5.12. Independent external moderation will be used where conflicts cannot be resolved through the usual procedures.

5.13. A conflict will be deemed to be irreconcilable if the interests are significant, ongoing and will impede on an individual's ability to carry out the duties of their role in line with their obligation to the organisation. These conflicts would not be able to be managed by the Union without action to remove the conflict in its entirety.

6. **Managing Contracts**

6.1. If you have a conflict of interest, you must not be involved in managing or monitoring a contract in which you have an interest. Monitoring arrangements for such contracts will include provisions for an independent challenge of bills and invoices, and termination of the contract if the relationship is unsatisfactory.

7. **Data Protection**

7.1. The information provided will be processed in accordance with the Royal Welsh College of Music and Drama's data protection principles and relevant legislation. Data will be processed only to ensure that individuals act in the best interests of the Union. The information provided will not be used for any other purpose.

**Declaration of Interests Form**

Name:

Role:

<b>Category</b>	<b>Please give details of your interest and whether it applies to yourself or, where appropriate, a member of your immediate family, connected persons or some other close personal connection.</b>
Current employment and previous employment in which you continue to have a financial interest.	
Appointments (voluntary or otherwise) e.g. trusteeships, directorships, local authority membership, tribunals etc.	
Membership of any professional bodies, special interest groups or mutual support organisations	
Investments in unlisted companies, partnerships and other forms of business, major shareholdings, and beneficial interests.	
Gifts of hospitality offered to you by external bodies and whether this was declined or accepted in the last 12 months in your role as Trustee	
Do you use, or care for a user of the Union's services?	
Any contractual relationship with the Union or its subsidiary?	
Any other conflicts that are not covered by the above.	

Signed:

Date:

Reviewed by:

Date: