

**Company No: 06023243**

**THE COMPANIES ACT 2006**

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

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**ARTICLES OF ASSOCIATION**

**of**

**UNIVERSITY OF GLOUCESTERSHIRE**

**Incorporated on 8 December 2006**

**(Adopted by special resolution on 11 May 2021)**



**Pinsent Masons**

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**1. DEFINITIONS AND INTERPRETATIONS**

1.1 The name of the Company (hereinafter called the "**University**") is "**UNIVERSITY OF GLOUCESTERSHIRE**".

1.2 The registered office of the University will be situated in England and Wales.

1.3 The University has previously been constituted under different forms, including a Deed dated 12 April 1848, whereby the Foundation of St Paul and St Mary was founded.

1.4 In these Articles:-

**"the Academic Board"** means the Academic Board of the University or a quorum of the members of the Academic Board at a meeting of the Academic Board as provided by these Articles and the Regulations

**"Academic Board Council Member"** means the Member of Council appointed pursuant to Article 8.1.4

**"the Academic Staff"** means the persons employed by the University in a teaching or research capacity or others having management roles approved by the Council from time to time

**"the Act"** means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the University

**"these Articles"** means these Articles of Association or such other articles of association of the University from time to time in force

**"the Auditors"** means the auditors of the University

**"the Chair"** means the Chair of the Council appointed by the Council pursuant to these Articles

**"the Council"** means the Council as a body or a quorum of the Council Members at a meeting of the Council, as provided by these

	Articles and which shall be the Board of Directors for all legal purposes
<b>"the Council Member" or "Member of Council"</b>	means a person duly appointed as a Council Member of the University as provided by these Articles, being a director of the University and <b>"Council Members"</b> or <b>"Members of Council"</b> means all and any of such persons
<b>"the Deputy and Pro Vice-Chancellors"</b>	means the Deputy and Pro Vice-Chancellors appointed by the Council pursuant to these Articles
<b>"the Education Acts"</b>	means the Education Acts 1944 to 1996 and the Education Reform Act 1988, including any statutory modification or re-enactment thereof for the time being in force
<b>"Executive Group"</b>	means the executive group of Staff established by the Vice-Chancellor to assist him or her in discharging his or her role
<b>"electronic communication"</b>	means the same as in the Electronic Communications Act 2000
<b>"External Council Members"</b>	means the Members of Council appointed pursuant to Article 8.1.1
<b>"in writing"</b>	includes printing, lithography, typewriting, photography, facsimile and other modes of representing or reproducing words in permanent visible form;
<b>"Member"</b>	means a member of the University, as provided by these Articles and "Members" means all and any of such persons
<b>"month"</b>	means calendar month
<b>"the Office"</b>	means the registered office of the University
<b>"Procedures"</b>	means provisions in writing made from time to time, whether by Regulation, by the Vice-Chancellor or by any representative body constituted pursuant to these Articles for the purpose of regulating the proceedings of that body
<b>"the Registers"</b>	mean the Registers of Members and Directors of the University
<b>"Regulations"</b>	means regulations made from time to time by the Council pursuant to the powers in that behalf conferred upon it by these Articles
<b>"the Seal"</b>	means the Common Seal of the University
<b>"the Secretary"</b>	means the person appointed as Secretary of the University and as the Secretary to the Council as provided by these Articles
<b>"the Secretary of State"</b>	means the Secretary of State for Business, Innovation and Skills or such other Minister of the Crown upon whom may devolve the present functions, duties and responsibilities of the Secretary of State insofar as they relate to the University
<b>"the Senior Staff"</b>	means the Vice-Chancellor, the Deputy and Pro Vice-Chancellors, the Secretary, the Chaplain (as defined in Article 3.3.2) and the holders of such other senior posts as the Council shall from time to time determine as provided by these

## Articles

- "the Staff"** means all persons for the time being employed by the University and (unless the Council agree otherwise), any Subsidiary of the University
- "Staff Council Members"** means the Members of Council appointed pursuant to Article 8.1.3
- "Student"** means a person enrolled on a course of study or instruction at the University or a sabbatical officer of the Students' Union; and the "Students" means all such persons
- "Student Council Members"** means the Members of the Council appointed pursuant to Article 8.1.5
- "Students' Union"** means the Students' Union of the University
- "Subsidiary"** means any company:-
- (a) in which the University holds more than 50% of the shares or
  - (b) in which the University holds or controls more than 50% of the voting rights attached to the shares or
  - (c) in which the University has the right to appoint one or more directors to the Council of the company or
  - (d) that is designated by the Council as being a subsidiary (at its discretion)
- or is a subsidiary of a company falling within (a), (b) or (c) above
- "the United Kingdom"** means Great Britain and Northern Ireland
- "the University"** means the University of Gloucestershire
- "the Vice-Chair"** means the Vice-Chair to be appointed by the Council pursuant to the provisions of these Articles
- "the Vice-Chancellor"** means the Chief Executive and Vice-Chancellor of the University as provided by these Articles
- "year"** means calendar year
- 1.5 Words importing the singular number only shall include the plural, and vice versa.
- 1.6 Words importing the masculine gender only shall include the feminine gender.
- 1.7 Subject as aforesaid, words and expressions defined in the Act shall unless the context otherwise requires, bear the same meanings in these Articles.
- 1.8 These Articles shall constitute the Instrument and Articles of Government pursuant to the Education Reform Act 1988.
- 1.9 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

## 2. **OBJECT**

2.1 The object of the University (the "**Object**") shall be the advancement of education in the United Kingdom for public benefit including without limitation:-

- 2.1.1 the provision and operation of a university under the name University of Gloucestershire (or such other name as may be approved from time to time);
- 2.1.2 the provision of a university for the advancement of learning and knowledge by teaching and research and for enabling students to obtain the advantages of university education; and
- 2.1.3 to undertake educational and research activities; and
- 2.1.4 through its activities and work, to reflect and show both its civic and evangelical Church of England foundations.

## 3. **POWERS**

3.1 The University in carrying out its Object shall comply with the provisions of the law relating to education and shall have all the powers of a natural person and be entitled to carry on any activity of any type except to the extent limited or restricted by law including without limitation the following powers:-

- 3.1.1 to admit students and provide facilities for education, teaching, study, training, advice and research;
- 3.1.2 to grant such degrees, joint degrees, dual degrees, diplomas, licences, certificates or awards as the University may think fit;
- 3.1.3 to establish such relationships with other universities or other educational institutions or any other body as may be thought desirable or expedient, including the recognition of courses or parts of courses of, or taught at, such other universities and educational institutions and other bodies as leading to awards or credits of the University;
- 3.1.4 to co-operate and enter into arrangements with any university or other educational institutions or any other body as may be thought desirable or expedient;
- 3.1.5 to provide accommodation and related facilities for Staff and Students;
- 3.1.6 to provide for the recreational, social and spiritual needs and general welfare of students of the University;
- 3.1.7 to establish subsidiary undertakings and trusts, and to accept appointment as trustee, and to enter into joint ventures and partnerships; to subscribe, underwrite, purchase, or otherwise acquire, and to hold, dispose of, and deal with, any shares or other securities in subsidiary undertakings of the University, joint ventures or partnerships or other companies;
- 3.1.8 to give indemnity for, or to guarantee, support or secure whether by personal covenant or by any such mortgage, charge, or lien, or by all such methods, the performance of all or any of the obligations (including the repayment or payment of the principal and premium of, and interest on, any securities) undertaken on behalf of the University (and wholly and exclusively in furtherance of the University's objects) by any of the University's subsidiary undertakings, joint ventures, partnerships and other companies, organisations and associations whether incorporated or not;
- 3.1.9 to co-operate and enter into any arrangements with any authority, national, local or otherwise;

- 3.1.10 to lend money or give credit on such terms as may be thought fit, with or without security, and otherwise to guarantee, provide security for, or assist any person or company, organisation or association as may be necessary to further the objects of the University;
- 3.1.11 to solicit, receive and accept any gift of money, property or other assets, whether subject to any special trust or not;
- 3.1.12 subject to such consents as are required by law, to borrow or raise money or secure or discharge any debt or obligation of the University or enter into derivative transactions for the purposes of hedging interest rate exposure or any other financial arrangement on such terms and conditions and on such security as may be thought fit;
- 3.1.13 to invest the money of the University not immediately required for its objects in or upon such investments, securities or property as it may think fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 3.1.14 to employ and pay by itself or through a Subsidiary for the services of such persons as are considered necessary;
- 3.1.15 to establish, maintain or contribute to contributory or non-contributory pension, life assurance or superannuated funds or arrangements for the benefit of, and pay or provide donations, gratuities, pensions, allowances severance and redundancy payments to persons employed or formerly employed by the University or (at the discretion of the Council) any Subsidiary or subsidiary undertaking of the University or their dependants and to make payment towards insurance of such persons, and to do any of these things either alone or in conjunction with or through any other company, trust or fund provided that any payment made in respect of a Subsidiary or subsidiary undertaking shall be subject to an indemnity from that subsidiary for all payments made;
- 3.1.16 to establish fellowships, exhibitions, scholarships, bursaries, studentships and prizes and similar encouragements to academic work and to ensure that the benefits of the University may be enjoyed by as wide a class of the public as possible;
- 3.1.17 to promote, organise and conduct, either alone or in conjunction with others, seminars, conferences, exhibitions, lectures, classes and courses of study, instruction and training for persons whether or not being students of the University;
- 3.1.18 to make any charitable donation either in cash or assets for the furtherance of the objects of the University and to establish or support any charitable trusts, associations or institutions formed for all or any of the objects of the University;
- 3.1.19 to apply for, purchase or otherwise acquire and hold, use, develop, sell, license or otherwise dispose of or deal with patents, copyrights, designs, trade marks, secret processes, know-how and inventions and any interest in them necessary to further the objects of the University;
- 3.1.20 to cause to be written, and printed or created in any other media or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents or films or recorded tapes or other media;
- 3.1.21 to purchase, take on lease or in exchange, hire, manage or otherwise acquire and hold, any real or personal estate, maintain and alter any of the same as are necessary for any of the objects of the University and (subject to such consents as may be required by law) sell, lease or otherwise dispose of or mortgage any such real or personal estate;
- 3.1.22 to provide for the discipline of staff, students and other persons in such manner as the University may think fit;

- 3.1.23 to make and publish any regulations and procedures for the governance and conduct of the University and its students, and to alter, amend, vary, add to or rescind any such regulations and procedures as from time to time may be deemed expedient;
- 3.1.24 to prescribe, alter, vary or waive fees, subscriptions and charges of all descriptions to be levied or made by the University;
- 3.1.25 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and operate bank accounts in the name of the University;
- 3.1.26 to raise funds, invite and receive contributions, issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the University in the shape of donations, subscriptions or otherwise;
- 3.1.27 to pay for any property, assets or rights acquired by the University and to discharge or satisfy any debt, obligation or liability of the University, either in cash or by any other securities which the University has power to issue or the provision of services or in any combination of the above and generally on such terms as may be considered expedient;
- 3.1.28 to pay out of the funds of the University the cost of any premium of any insurance or indemnity to cover the liability of the Members of Council, trustees, governors or officers of the University (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default or wrongful omission, breach of duty or breach of trust of which they may be guilty in relation to the University provided that any such insurance or indemnity shall not extend to:-
  - 3.1.28.1 any liability resulting from conduct which they knew, or must be assumed to have known, was not in the best interests of the University or where they did not care whether such conduct was in the best interests of the University or not;
  - 3.1.28.2 any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of their fraud or dishonesty or wilful or reckless misconduct; and
  - 3.1.28.3 any liability to pay a fine;
- 3.1.29 to amalgamate with any companies, institutions, societies or associations;
- 3.1.30 to apply monies in insuring any buildings to their full value;
- 3.1.31 to insure and arrange insurance cover for, and to indemnify its officers, servants and voluntary workers and those of its members from and against, all such risks incurred in the course of the performance of their duties as may be thought fit; and
- 3.1.32 to do all such lawful things as are necessary or advisable for the attainment or furtherance of the above objects or any of them.

3.2 The curriculum of the University shall include but not be limited to:-

- 3.2.1 full-time courses for the training of persons intending to enter, or engaged in the teaching profession; and
- 3.2.2 the study of Christian theology,

provided that the manner of delivery and, after an appraisal of their continued financial viability, the provision of courses in the specified subject areas be entirely at Council's discretion.

3.3 The Council shall procure that:-

3.3.1 there is a chaplaincy in the University for the provision in accordance with the doctrines, rites and practices of the Church of England of religious worship instruction and care; and

3.3.2 the chaplain of the University is a priest of the Church of England or of a Church in communion therewith.

#### 4. **CONDUCT OF THE UNIVERSITY**

The University shall be conducted in accordance with the provisions of the Act and the Education Acts, any relevant regulations, orders or directions made by the Secretary of State, or by the Privy Council, and subject thereto, in accordance with the provisions of these Articles and any Regulations and Procedures made under these Articles.

#### 5. **CONFLICT OF INTERESTS AND CODE OF CONDUCT**

5.1 A Council Member must declare the nature and extent of any interest, direct or indirect, which s/he has in a proposed transaction or arrangement with the University or in any transaction or arrangement entered into by the University which has not previously been declared. A Council Member must absent himself or herself from any discussions of the Council Members in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the University and any personal interest (including but not limited to any personal financial interest).

5.2 If a conflict of interests arises for a Council Member because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Council Members may authorise such a conflict of interests where the following conditions apply:-

5.2.1 the conflicted Council Member is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

5.2.2 the conflicted Council Member does not vote on any such matter and is not to be counted when considering whether a quorum of Council Members is present at the meeting; and

5.2.3 the unconflicted Council Members consider it is in the interests of the University to authorise the conflict of interest in the circumstances applying.

In this Article 5.2 a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a director or to a connected person.

5.3 There shall be a register of Council Members' interests maintained by the Secretary. The Council shall make Procedures for the declaration of interests from time to time. The register shall be made available for inspection on request by any Council Member, any member of Staff, any Student or any member of the public.

5.4 Subject to the provisions of Article 6, the Council Members may be repaid by the University travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Council or any committee of the Council or any General Meetings of the University or in rendering any other service in their capacity as Council Members.

5.5 Council shall approve and maintain from time to time a code of conduct for Council Members. All Council Members shall comply with it and failure to so comply will be treated as a breach of the duties to the University by such Council Member.



**6. INTERESTS OF COUNCIL MEMBERS**

6.1 Subject to the following paragraphs of this Article 6, the income and property of the University, whencesoever derived, shall be applied solely towards the promotion of the Object of the University as set forth in these Articles.

6.2 The University may only confer benefits on a Council Member if the benefit has been authorised by the Council Members in accordance with Article 6.3.

6.3 For the purposes of Article 6.2 the following are permitted:-

6.3.1 a Council Member may enter into a contract for the supply of goods or services to the University where that is permitted in accordance with, and subject to the conditions in section 73A of the Charities Act 1993;

6.3.2 provided that the Council Members follow the procedure and observe the conditions set out in Article 6.4:-

6.3.2.1 a Council Member may receive a benefit from the University in the capacity of a beneficiary of the University;

6.3.2.2 a Council Member may be employed by the University otherwise than for acting as a Council Member; and

6.3.2.3 a Council Member may receive benefits for acting as a Council Member provided the Council has in addition to meeting the requirements of Article 6.4:-

(a) read considered and taken into account the published guidance of the Charity Commission (and of any other body which regulates the University) relating to the remuneration of charity trustees for acting as such;

(b) resolved that the remuneration is clearly in the interests of the University; and

(c) resolved after taking reasonable steps to identify and consider all other reasonably available options for recruiting or retaining a suitable candidate for the role of Council Member, that offering the remuneration in question provides a significant and clear advantage over all the other options available;

6.3.2.4 a company or other legal entity or partnership of which a Council Member is a member may receive fees remuneration or other benefit in money or money's worth provided that (if a company) the Council Member holds directly or indirectly no more than 1% of the issued capital of that company or for any other legal entity or partnership the Council owns directly or indirectly no more than 1% of such entity or partnership; and

6.3.2.5 any other benefit authorised by the Council Members.

6.4 The University and its Council Members may only rely upon the authority provided by Article 6.3 if each of the following conditions is satisfied:-

6.4.1 the remuneration or other sums paid to the Council Member do not exceed an amount that is reasonable in all the circumstances;

- 6.4.2 the conflicted Council Members are absent from the part of any meeting at which there is discussion of:-
  - 6.4.2.1 his or her employment or remuneration, or any matter concerning the contract or arrangement; or
  - 6.4.2.2 his or her performance in the employment or office, or his or her performance of the contract; or
  - 6.4.2.3 any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under this Article 6; or
  - 6.4.2.4 any other matter relating to a payment or the conferring of any benefit permitted by Article 6.3;
- 6.4.3 the conflicted Council Members do not vote on any such matter and are not to be counted when calculating whether a quorum of Council Members is present at the meeting;
- 6.4.4 the non-conflicted Council Members are satisfied that it is in the interests of the University to employ or to contract with that Council Member rather than with someone who is not a Council Member. In reaching that decision the non-conflicted Council Members must balance the advantage of employing a Council Member against that disadvantages of doing so (especially the loss of the Council Member's services as a result of dealing with the Council Member's conflict of interest);
- 6.4.5 the reason for their decision is recorded by the non-conflicted Council Members;
- 6.4.6 a majority of the Council Members then in office are non-conflicted; and
- 6.4.7 if a Council Member receives remuneration it shall be disclosed in the accounts at least to the extent of any other related party transaction.

6.5 In Article 6:-

- 6.5.1 the employment or remuneration of a Council Member includes the engagement or remuneration of any firm or company in which the Council Member is:-
  - 6.5.1.1 a partner;
  - 6.5.1.2 an employee;
  - 6.5.1.3 a consultant;
  - 6.5.1.4 a director;
  - 6.5.1.5 a member; or
  - 6.5.1.6 a shareholder;
- 6.5.2 "University" shall include any Subsidiary;
- 6.5.3 "Council Member" shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Council Member or any person living with the Council Member as his or her partner;
- 6.5.4 a "conflicted Council Member" is a Council Member who has received, is entitled to receive or is currently receiving remuneration under this Article 6. A conflicted Council Member also includes a Council Member who has received financial benefits described in Article 6 but before this Article 6 came into force; and

6.5.5 a "non-conflicted Council Member" is a Council Member who is not a conflicted Council Member.

## **7. MEMBERS AND WINDING UP**

7.1 The liability of the Members is limited.

7.2 Every member of the University undertakes to contribute to the assets of the University in the event of the same being wound up while he or she is a Member, or within one year after he or she ceases to be a Member, for payment of the debts and liabilities of the University contracted before he or she ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1 (One Pound Sterling).

7.3 If upon the winding up or dissolution of the University there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the University (unless a Member is a charity with objects similar to those of the University), but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the University, and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the University under or by virtue of Article 7 hereof, such institution or institutions to be determined by the Members of the University at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable objects.

## **8. MEMBERSHIP OF COUNCIL**

8.1 The Council shall consist of no more than 20 persons as follows:-

8.1.1 14 External Council Members;

8.1.2 the Vice-Chancellor;

8.1.3 2 Staff Council Members

8.1.4 1 Academic Board Council Member; and

8.1.5 2 Student Council Members.

## **9. APPOINTMENT OF MEMBERS OF COUNCIL**

9.1 The External Council Members shall be appointed by the Council.

9.2 In respect of External Council Members:-

9.2.1 no person who is employed at the University (or a Subsidiary) or who is a student at the University shall be eligible for appointment as an External Council Member; and

9.2.2 in making appointments regard shall be had to the desirability of including persons with knowledge and experience of and to have shown capacity in, working in the education sector, industrial, commercial or employment matters or the practice of any profession on the basis of having a balance of such skills within Council Members.

9.3 The Staff Council Members shall be appointed by the Staff in accordance with arrangements approved by the Council.

9.4 The Academic Board Council Member shall be appointed by the Academic Board in accordance with Regulations approved by the Council.

9.5 The Student Council members shall be appointed by the Council on the nomination of the Students' Union, in accordance with Regulations approved by Council following consultation with the Students' Union.

## 10. **TENURE OF OFFICE OF COUNCIL MEMBERS**

10.1 The External Council Members and Staff Council Members shall, subject to the other provisions of this Article 10, hold office for a period of four years (unless Council approve a shorter period of office), which may be renewed once or in exceptional cases for a second period of up to four years.

10.2 The Vice-Chancellor, Academic Board Council Member and Student Council Members shall, subject to the other provisions of this Article 10, hold office for so long as they are respectively the Vice-Chancellor, a member of the Academic Board, or in the case of the Student Members, they continue to satisfy the requirements for office prescribed in the Regulations approved by Council in accordance with Article 9.5.

10.3 A Member of the Council may at any time by notice in writing to the Secretary resign his or her office, which will thereupon become vacant from the date of receipt of the notice or date of resignation specified therein whichever shall be the later.

10.4 If at any time the Council is satisfied that any Council Member:-

10.4.1 has been absent for three consecutive meetings of the Council without the permission of the Council; or

10.4.2 is unable or unfit to discharge the functions of a Council Member, which may include but shall not be limited to acting in a way which is contrary to the Objects of the University or is against the interests of the University or brings the University in to disrepute or is found guilty of the commission of a criminal offence; or

10.4.3 is adjudicated bankrupt or has in any other way failed to meet the criteria set out in section 72 of the Charities Act 1993 or who has failed to meet the requirements derived from general law,

the Council may by notice in writing to that Council Member remove him or her from office and thereupon the office shall become vacant.

10.5 Where a Staff Council Member or a Student Council Member ceases before the end of his or her period of office to be a member of Staff or a Student, as the case may be, his or her office shall thereupon become vacant until the appointment of a successor.

## 11. **REGISTERS OF MEMBERS AND DIRECTORS**

11.1 The Members shall be all the Council Members from time to time.

11.2 The Directors shall be all the Council Members from time to time.

11.3 No person shall hold office as, or act as, a Council Member until:-

11.3.1 that person has agreed in writing to become a Member;

11.3.2 his or her name has been entered in the Registers; and

11.3.3 that person has signed a declaration and willingness to act in furtherance of the Object of the University.

11.4 A Council Member shall retire and his or her name shall be removed from the Registers upon his or her ceasing to be a Council Member for any reason. The membership and all rights of a Council Member shall be personal, shall not be transferable, may not be subject to a charge or lien or other encumbrance.

- 11.5 A Member of the Council (other than a Member who is a Council Member ex officio) may at any time by notice in writing to the Secretary resign as a Member, which will thereupon become vacant from the date of receipt of the notice or date of resignation specified therein whichever shall be the later. If a Member resigns as a Member they shall automatically be deemed to have resigned as a Council Member from the same date as ceasing to be a Member.

## 12. CHAIR AND VICE-CHAIR OF THE COUNCIL

- 12.1 The Council shall elect a Chair and a Vice-Chair, each of whom shall hold office for such term of office (not exceeding four years) as approved by Council or until his or her resignation or ceasing to be a Member or Council Member whichever shall first occur provided always that the Council may at any time by a vote of 75% of its members terminate the appointment of a Chair or Vice Chair. Neither the Chair nor Vice Chair shall be drawn from Staff, Students or the Vice Chancellor.
- 12.2 Any Member of Council who holds or has previously held office as the Chair or Vice-Chair shall be eligible for re-election as Chair or Vice-Chair. A person shall only be eligible to be Chair or Vice-Chair so long as such person shall not (unless Council otherwise agree) have been a Council Member for more than seven years on the date of his or her appointment as Chair or Vice- Chair.

## 13. FUNCTIONS OF THE COUNCIL

- 13.1 The affairs of the University shall be conducted by the Council who may exercise all such powers of the University as are not by the Act or by these Articles required to be exercised by the University in General Meeting and without prejudice to the generality of the foregoing, the Council (or such other person nominated by the Council) shall be responsible for:-

- 13.1.1 the determination of the educational character and mission of the University and for oversight of its activities;
- 13.1.2 the effective and efficient use of resources, the solvency of the University and for safeguarding its assets;
- 13.1.3 approving annual estimates of income and expenditure;
- 13.1.4 the appointment, assignment, appraisal, grading, suspension, dismissal and determination of the pay and conditions of service of the Vice-Chancellor and the holders of senior posts as may be decided by the Council in accordance with the procedure laid down by the Council;
- 13.1.5 setting a framework for the pay and conditions of service of all other Staff;
- 13.1.6 the appointment of Auditors; and
- 13.1.7 establishing and maintaining machinery for promoting engagement between the University and industry, commerce, the professions, other universities, other educational establishments, research organisations and local communities.

- 13.2 The Council may exercise all the powers of the University to borrow money and to mortgage or charge its undertaking and property, or any part thereof, and to issue bonds, debenture stock or other securities, whether outright or as security for any debt or obligation of the University.

## 14. DELEGATION OF FUNCTIONS AND COMMITTEES

- 14.1 Subject to the following provisions of this Article 14.1, the Council may establish committees for any purpose or function, other than those assigned elsewhere in these Articles to the Vice-Chancellor or to the Academic Board, and may delegate powers to such committees or to the Chair of the Council or to the Vice-Chancellor.

- 14.2 The Council shall establish a committee or committees to determine or advise on internal and external audit, finance, employment policy and the remuneration of the Vice-Chancellor and members of the Executive Group and the appointment of Members of Council.
- 14.3 The Council:-
- 14.3.1 may establish a committee or committees for any purpose or function other than those reserved to itself in Article 14.5 or those assigned elsewhere to the Vice-Chancellor or Academic Board;
  - 14.3.2 shall establish and maintain terms of reference for all such committees; and
  - 14.3.3 may delegate powers to such committees or to the Chair or to the Vice-Chancellor.
- 14.4 The membership of committees shall be open to persons who are not Council Members but not less than one third of any such committee members shall be Council Members.
- 14.5 The Council shall not, however, delegate the following:-
- 14.5.1 the determination of the educational character and mission of the University;
  - 14.5.2 the approval of the annual estimates of income and expenditure;
  - 14.5.3 ensuring the solvency of the University and the safeguarding of its assets;
  - 14.5.4 the appointment or dismissal of the Senior Staff; or
  - 14.5.5 the varying or revoking of these Articles.

## 15. **PROCEDURES FOR COUNCIL MEETINGS**

### **Quorum**

- 15.1 The quorum for meetings of the Council shall be 8 Members of Council entitled to vote on the item being discussed of whom more than half shall be External Council Members. In the event that reserved business (as prescribed in Regulations) is to be considered, then the quorum for the meeting of Council shall be 7 External Members.

### **Notice of Council Meetings**

- 15.2 The Secretary shall give a minimum of seven days' written notice of all meetings of Council and shall circulate the agenda and all papers for the meeting including details of any resolution to be proposed at such meeting.

### **Chair and Vice-Chair**

- 15.3 The Chair of the Council shall chair every meeting of the Council or, if he or she is not present within 10 minutes after the time appointed for holding the same or is unwilling to act, the Vice-Chair if present and willing will preside, failing which the Council Members present shall choose one of their number present to be the chair of the meeting.

### **15.4 Voting**

- 15.5 Except as otherwise provided every matter shall be determined by the majority of votes of the Council Members present and voting on the question. In cases of equality of votes the chair of the meeting shall have a casting vote whether he or she has or has not voted previously on the same question.

15.6 There is no provision for alternates to attend any meeting of the Council in the absence of the person properly appointed to be a Council Member neither are there any circumstances where the voting on any matter shall include a system of proxy voting.

15.7 Council Members shall not be bound in their speaking and voting by instructions given to them by other persons and Council Members shall place paramount importance on serving the interests of the University rather than any other interest or concern.

### **Proceedings of the Council**

15.8 The proceedings of the Council shall not be invalidated by any failure to appoint or any defect in the appointment or qualification of any Council Member or during any period when the number of appointed Council Members falls temporarily below the number required by Article 8.1.

15.9 Any resolution of the Council may be rescinded or varied at a subsequent meeting if 14 days notice of the intention to rescind or vary the same has been given in writing to all Members of Council.

15.10 Unless Council otherwise so determines then the following procedure shall apply to meetings of the Council and committees of the Council. References in this Article 15.10 to the Council or the Council Members shall, where appropriate, be deemed to be to committees of the Council and members of a committee of the Council. Council shall determine in Regulations a classification of the types of business to be discussed or minuted at meetings of Council and the procedures which apply in respect of the consideration of each type of business.

15.11 A resolution in writing signed by all the Council Members entitled to receive notice of a Council meeting or a committee of the Council shall be as valid and effectual as if it had been passed at a meeting of Council or (as the case may be) a committee of the Council Members duly convened and held and may consist of several documents in the like form each signed by one or more Council Members or committee members.

15.12 All or any Council Members may participate in a meeting of the Council or committee of the Council by means of a conference telephone or communication equipment which allows all persons participating in the meeting to hear each other. A person shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the Chair is.

### **16. GENERAL MEETINGS**

16.1 The Council may, whenever it thinks fit, convene a general meeting, and a general meeting shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as is provided for by the Act. There shall be no requirement to hold an annual general meeting save as provided in the Act.

16.2 A general meeting shall be called by at least 14 days' notice in writing provided that a general meeting shall, notwithstanding that it is called by shorter notice than that specified in this Article 16.2, be deemed to have been duly called if it is so agreed, by a majority in number of the Members, having a right to attend and vote at the meeting, being a majority together representing not less than 90% of all the Members. The notice shall be exclusive of the day on which it is served or deemed to be served, and of the day for which it is given, and shall specify the place, the day and hour of the meeting and the general nature of that business and shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the University in general meeting, to such persons as are under these Articles entitled to receive such notices from the University.

16.3 The accidental omission to give notice of a meeting to, or the non receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

- 16.4 Notice of general meeting shall be given in any manner herein before authorised to:-
- 16.4.1 every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the University an address within the United Kingdom for the giving of notices to them; and
- 16.4.2 the Auditors.
- 16.5 No other person shall be entitled to receive notices of general meetings.
17. **PROCEEDINGS AT GENERAL MEETINGS**
- 17.1 Save as herein otherwise provided, the quorum at any general meeting shall be 8 Members of whom at least half must be External Council Members.
- 17.2 If within half an hour from the time appointed for a meeting a quorum is not present, the meeting shall stand adjourned to such time and place as the Members may determine.
- 17.3 The Chair of the Council shall chair every general meeting of the University, or, if the Chair shall not be present in person within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-Chair, if any, shall if present and willing to act preside, failing which the Members present shall elect one of their number not being a Staff Council Member, an Academic Board Council Member or a Student Council Member to be chair of the general meeting.
- 17.4 The chair of any general meeting may, with the consent of the 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 any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Not less than two clear days' notice must be given of any adjourned meeting. When a meeting is adjourned for 30 days or more a new notice of meeting shall be given in respect of the adjourned meeting in such manner as is required by Article 16.2.
- 17.5 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands. A declaration by the chair of the meeting that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the Minute Book of the University, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- 17.6 In the case of an equality of votes, the chair of the meeting shall be entitled to a second or casting vote.
- 17.7 Subject to the provisions of the Act a resolution in writing signed by the requisite majority of the Members for the time being entitled to receive notice of and to attend and vote at general meetings (which resolution may consist of several documents in the like form each signed by one or more such Members) or a resolution to which every such Member has signified his or her approval in writing or by electronic communication, shall be as valid and effective as if it had been passed at a general meeting of the University duly called and constituted.
- 17.8 No Member shall be entitled to vote at any general meeting unless all moneys presently due from him or her to the University by way of guarantee as a Member have been paid.
18. **VICE-CHANCELLOR**
- 18.1 The Council shall appoint a Vice-Chancellor who shall be Vice-Chancellor and Chief Executive of the University, or such other designation as the Council shall think fit, upon such terms and conditions of employment as it shall think fit.
- 18.2 Upon the occurrence of a vacancy or expected vacancy in the office of the Vice-Chancellor, the post of Vice-Chancellor shall be advertised nationally.



- 18.3 In the event of a vacancy in the office of Vice-Chancellor or the absence of the Vice-Chancellor by reason of illness or otherwise, the Council may appoint, on such terms and conditions and for such periods as it shall think fit during such vacancy or absence, an Acting Vice-Chancellor.
- 18.4 Without prejudice to any terms or conditions attached to the appointment of the Vice-Chancellor from time to time pursuant to this Article 18, the Vice-Chancellor shall have the following powers and duties:-
- 18.4.1 making proposals to the Council about the educational character and mission of the University and for implementing the decisions of the Council;
  - 18.4.2 the organisation, direction and management of the University and leadership of the Staff;
  - 18.4.3 the appointment, assignment, grading, appraisal, suspension, dismissal, and determination - within the framework set by the Council - of the pay and conditions of service of Staff other than Senior Staff;
  - 18.4.4 the determination, after consultation with the Academic Board, of the University's academic activities, and for the determination of its other activities;
  - 18.4.5 preparing annual estimates of income and expenditure, for consideration by the Council, and for the management of budget and resources, within the estimates approved by the Council; and
  - 18.4.6 the maintenance of student discipline and, within the rules and procedures provided for within these Articles, for the suspension or expulsion of Students on disciplinary grounds and for implementing decisions to expel Students for academic reasons.
- 18.5 The Vice-Chancellor may delegate the exercise of any or all of the powers or duties listed in Article 18.4 except where these Articles, or the Regulations specifically prohibit such delegation.
- 18.6 The Council may appoint the Deputy and Pro Vice-Chancellors of the University. The Deputy and Pro Vice-Chancellors shall be responsible to the Vice-Chancellor for such aspects of the organisation, management and conduct of the University as may be assigned to them from time to time by the Vice-Chancellor.
19. **CHANCELLOR**
- 19.1 The Council may appoint a Chancellor and Pro-Chancellor(s) to the University who shall represent the University from time to time. The Chancellor shall not be a Council Member, a Student or a member of Staff. The Pro-Chancellors shall not be Students or members of Staff. The Chancellor and Pro-Chancellor(s) shall receive no remuneration other than expenses incurred. The Chancellor and Pro-Chancellor(s) shall not have powers to bind the University to a course of action.
- 19.2 The appointment shall be for such term or terms of office as Council shall determine. The Chancellor and Pro-Chancellor(s) may resign by notice in writing to the Council.
- 19.3 If at any time Council is satisfied that the Chancellor or any Pro-Chancellor is unable or unfit to discharge the functions of a Chancellor or Pro-Chancellor respectively, which may include but shall not be limited to acting in a way which is contrary to the Object of the University, being found guilty of the commission of a criminal offence, or behaviour bringing the University into disrepute then Council may, by notice in writing to the Chancellor or Pro-Chancellor, remove him or her from office from the date specified in the notice and thereupon the respective office shall become vacant.
20. **SECRETARY**
- 20.1 The Council shall appoint the Secretary of the University and may suspend or remove such person from that appointment. If required, the Council may from time to time appoint an Assistant Secretary or Secretaries to act in the absence of the Secretary and may suspend or remove such

person or persons from that appointment. The Secretary and Assistant Secretaries have such other functions and titles as may be specified by Council from time to time.

**21. THE APPOINTMENT OF STAFF**

21.1 The framework for the appointment of Staff and the pay and conditions of employment for all members of the Staff shall be determined by the Council.

21.2 Each member of the Staff shall serve under a contract of employment with the University or a Subsidiary.

**22. CONDUCT OF STAFF**

22.1 After consultation with the Staff, the Council shall make rules relating to the conduct of the Staff.

22.2 In making rules under Article 22.1, the Council shall have regard to the need to ensure that the Academic Staff and other Staff have freedom within the law to question and test received wisdom, and to put forward new ideas and controversial or unpopular opinions, without placing themselves in jeopardy or losing their jobs or any privileges they may have at the University.

**23. DISCIPLINE, SUSPENSION AND DISMISSAL OF STAFF**

23.1 After consultation with the Staff, the Council shall make rules relating to the discipline, suspension and dismissal of Staff. In addition in respect of suspension and dismissal of Staff the following provisions of this Article apply.

**Suspension**

23.2 The Chair or in the absence of the Chair, the Vice Chair, may suspend from duty, with pay, the Vice-Chancellor and holders of Senior Staff posts for misconduct or other good and urgent cause. The Chair or Vice Chair shall report such suspension in writing to the Council within two working days or as soon thereafter as practicable.

23.3 The Vice-Chancellor, a member of the Executive Group or a member of Senior Staff designated for this purpose by the Vice-Chancellor may suspend from duty, with pay, any member of the Staff other than holders of Senior Staff posts for misconduct or other good and urgent cause.

23.4 A member of the Staff who is suspended from duty shall be entitled to receive from the person authorizing the suspension written notification of the suspension, setting out the grounds on which the decision to suspend has been taken.

23.5 Rules made under Article 23.1 for the suspension of Staff shall include provision that:-

23.5.1 any person who has been under suspension for three weeks or more may appeal in writing against the suspension;

23.5.2 any appeal made under Article 23.5.1 shall be considered as soon as practicable; and

23.5.3 a suspension against which an appeal is made shall continue to operate pending the determination of the appeal.

**Dismissal**

23.6 If the Chair of the Council, or in his or her absence the Vice Chair, or a majority of the Members of Council, consider that it may be appropriate for the Council to dismiss the holder of a Senior Staff post, the Chair or Vice Chair, as the case may be, shall refer the matter to a special committee of the Council, which shall be convened as soon as possible to examine the facts, investigate the ground for dismissal and make a decision on behalf of Council.

- 23.7 The special committee shall consist of at least three members of the Council. The Chair of the Council, the Vice Chair and the Vice-Chancellor shall not be eligible for membership of the special committee.
- 23.8 The Council shall make rules under Article 23.1 specifying procedures for the membership and conduct of the special committee.
- 23.9 The Vice-Chancellor, a member of the Executive Group or a member of Senior Staff designated for this purpose by the Vice-Chancellor may dismiss any member of Staff other than a member of Senior Staff and, if the circumstances are such that he or she is entitled to do so by virtue of the conduct of that member of Staff, that dismissal may take immediate effect without any need for prior notice.
- 23.10 Where the Vice-Chancellor, a member of the Executive Group or the designated member of the Senior Staff proposes to dismiss such a member of Staff he or she shall notify the member of Staff concerned of that proposal. That Staff member shall be given an opportunity to make representations to the Vice-Chancellor, the member of the Executive Group or the designated member of the Senior Staff (including oral representations, for which purpose the Staff member may be accompanied and represented by a friend) before any decision to dismiss is taken.

### **Appeals**

- 23.11 Where a member of the Senior Staff has been dismissed pursuant to Article 23.6 that Senior Staff member may appeal to the Council. Members of Council who sat on the special committee that made the decision to dismiss shall not take part in the determination of the appeal.
- 23.12 Where a Staff member has been dismissed pursuant to Article 23.9 or a decision to dismiss has been taken pursuant to Article 23.10 that Staff member may appeal against the dismissal or decision, as the case may be. In the case of an appeal against a decision to dismiss, other than in cases of gross misconduct, the dismissal shall not take effect until the appeal has been determined.
- 23.13 Procedures for the consideration of appeals against dismissals shall be specified in rules made under Article 23.1. The rules should include rights of representation.

## **24. GRIEVANCE PROCEDURES**

- 24.1 After consultation with the Staff the Council shall make rules specifying procedures according to which Staff may seek redress of any grievances relating to their employment.

## **25. THE ACADEMIC BOARD**

- 25.1 There shall be an Academic Board of no more than 25 members, comprising the Vice-Chancellor (who shall be chair of the Academic Board) and such other number of Staff and Students as may from time to time be approved by Regulations of the Council. The Vice-Chancellor may nominate a deputy chair from among the members of the Academic Board to take the chair in his or her place. The period of appointment of members and the selection or election arrangements shall be subject to the approval of the Council.
- 25.2 The members of the Academic Board who are members of Staff or Students shall be elected in accordance with procedures made by the Council. The Academic Board shall have the powers and duties delegated to it by the Council. It shall have the right to make representations to the Council on any academic matters.

26. **RESPONSIBILITIES OF THE ACADEMIC BOARD**

26.1 Subject to the provisions of these Articles, to the overall responsibility of the Council, and to the responsibilities of the Vice-Chancellor, the Council shall approve the role, remit and responsibilities of the Academic Board from time to time, which may include the following:-

26.1.1 general issues relating to the research, scholarship, teaching and courses at the University, including criteria for the admission of Students; the appointment and removal of internal and external examiners; policies and procedures for assessment and examination of the academic performance of Students; the content of the curriculum; academic standards and the validation and review of courses; the award of qualifications and honorary academic titles; the procedures for the expulsion of Students for academic reasons. Such responsibilities shall be subject to the requirements of validating and accrediting bodies;

26.1.2 considering the development of the academic activities of the University and the resources needed to support them and for advising the Vice-Chancellor and the Council thereon;

26.1.3 advising on such other matters as the Council or the Vice-Chancellor may refer to the Academic Board; and

26.1.4 the Academic Board may establish such committees as it considers necessary to enable it to carry out its responsibilities provided that each establishment is first approved by the Vice-Chancellor. The number of members of any such committee and the terms on which they are to hold and vacate office shall be determined by the Academic Board. Any committee of the Academic Board shall report its proceedings to the Academic Board.

27. **STUDENTS' UNION**

27.1 There shall be a students' Union of the University which shall conduct and manage its own affairs and funds as a separate charitable entity, in accordance with statutory requirements and any constitution approved by the Council. No amendment to or rescission of that constitution, in part or in whole, shall be valid unless and until approved by the Council.

27.2 The Students' Union shall present audited accounts annually to the Council. The Council shall annually approve the budget and make appropriate arrangements for the monitoring of expenditure.

27.3 The Council, after consultation with the Academic Board and representatives of the Students, shall make rules with respect to the conduct of Students, including procedures for suspension and expulsion.

28. **TERMINATION OF ENROLMENT OF STUDENTS**

28.1 After consultation with the Council and with representatives of the Students, the Academic Board shall establish Procedures governing the termination of enrolment of Students for unsatisfactory standards of work or other academic or other reasons and shall provide for the right of Students to appeal to the Academic Board or an appointed committee thereof against such a decision to terminate their enrolment.

29. **ACCOUNTS AND FINANCIAL PROCEDURES**

29.1 The Council shall procure that the University keeps accounting records in accordance with the requirements of section 386 of the Act.

29.2 The accounting records shall be kept at the Office of the University or, subject to the Act, at such other place or places as the Council think fit, and shall be open to the inspection of the Council Members and of such other persons as the Council may authorise.

- 29.3 The Council shall from time to time in accordance with the Act, and as otherwise required by these Articles or the Regulations, cause to be prepared (and (if an annual general meeting is held but not otherwise) to be laid before the University in General Meeting) such income and expenditure accounts, balance sheets, cash flow statements, group accounts (if any) and reports as are required by the Act, these Articles or the Regulations.
- 29.4 A copy of every balance sheet and income and expenditure account (including every document enquired by law to be annexed thereto) which is to be laid before the University in General Meeting, together with a copy of the Auditors' Report, shall not less than 21 days before the date of the meeting be sent to every Member of, and every holder of debentures of, the University; provided that this Article shall not require a copy of those documents to be sent to any person of whose address the University is not aware or to more than one of the joint holders of any debentures.
- 29.5 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the University shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Council shall from time to time by resolution determine.
30. **AUDITORS**
- 30.1 Auditors shall be appointed and their duties regulated in accordance with the Act, these Articles and the Regulations.
31. **ATTORNEYS**
- 31.1 The Council may, by power of attorney or otherwise, appoint any person to be the agent or attorney of the University upon such terms (including terms as to remuneration) as it may decide. The Council may remove any person appointed under this Article and may revoke or vary the appointment save that no person dealing in good faith and without notice of the revocation or variation shall be affected by it.
32. **THE SEAL**
- 32.1 The Council shall provide for the safe custody of the Seal, which shall only be used by the authority of the Council or of a Committee authorised by the Council on its behalf, and every instrument to which the Seal shall be affixed shall be signed by a Council Member and shall be countersigned by the Secretary or by a second Council Member or by some other person appointed by the Council for that purpose. The Secretary shall cause reports to be made to the Council from time to time on the use of the Seal and on executions by deed.
33. **REGULATIONS**
- 33.1 The Council shall have power to make Regulations concerning such matters as under the Articles are to be provided for by Regulations and concerning such other matters with regard to the governance and conduct of the University as it shall think fit provided that:-
- 33.1.1 no Regulation shall have effect if and to the extent that it is inconsistent with these Articles;
- 33.1.2 no Regulations concerning the role of the Academic Board shall be made until the Academic Board has been given an opportunity to consider and report to the Council thereon and until any reports made by the Academic Board in response to that opportunity have been considered by the Council; and
- 33.1.3 every Regulation made by the Council shall have effect as if the same was contained in these Articles save that they may at any time or times be revoked or varied by the Council in like manner as they may be made.

34. **NOTICES**

- 34.1 Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a Council meeting) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this regulation, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.
- 34.2 The University may give any notice to a Member or Council Member either personally or by sending it by post in a prepaid envelope addressed to the Member or Council Member at his or her registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the University by the Member or Council Member. A Member or Council Member whose registered address is not within the United Kingdom and who gives to the University an address is not within the United Kingdom at which notices may be given to him or her, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to him or her at that address, but otherwise no such Member or Council Member shall be entitled to receive any notice from the University.
- 34.3 A Member or Council Member present at any meeting of the University or the Council (as the case may be) shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 34.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators 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.