

Articles of Association

of

Oxford University Student Union

Company Number: 07314850

CONSULTATION COPY

Background

- (A) This is the governing document of Oxford University Student Union (known as “Oxford SU” in this document).
- (B) Oxford SU is a charity (as defined in the Charities Act 2011) and also a students’ union (as defined in the Education Act 1994).
- (C) These Articles have been structured to put the Student Members at the democratic heart of decision-making and the setting of Policy; while affording a reasonable margin of discretion to the Trustees to discharge their duties under charity law – to ensure that the SU is run prudently and effectively.
- (D) Oxford SU will seek at all times to ensure that the diversity of its Student Membership is recognised, and that equal access is available to all Students of whatever origin or orientation. It will pursue its aims and objectives independently of any political party or religious group; and will pursue equal opportunities by taking positive action within the law to facilitate participation of groups discriminated against by society.
- (E) Under the Education Act 1994, University of Oxford has a statutory duty to ensure that Oxford SU operates in a fair and democratic manner and is held to proper account for its finances. Oxford SU therefore works alongside University of Oxford in ensuring that the affairs of Oxford SU are properly conducted and that the educational and welfare needs of the Students are met.

Articles of Association of Oxford University Student Union

PART I – CHARITABLE STATUS AND CAPACITY

OBJECTS AND POWERS

1. **Objects**

Oxford SU's Objects are the advancement of education of Students at the University for the public benefit, in particular by:

- 1.1 promoting the interests and welfare of Students and representing, supporting and advising Students,
- 1.2 being the recognised representative channel between Students and the University and any other external bodies,
- 1.3 providing social, cultural, and recreational activities and forums for discussions and debate for the personal development of Students, and
- 1.4 furthering all purposes which are charitable in law, and which are incidental or conducive to the main objects.

2. **Powers**

Oxford SU has power to do anything which helps to promote its Objects. For the avoidance of doubt (and without limitation) it may:

Services and student activities

- 2.1 provide services and facilities for Students;
- 2.2 establish, support, promote and operate a network of student activities for Students;
- 2.3 support any RAG or similar fundraising activities carried out by Students for charitable causes, (including the provision of administrative support, banking facilities and acting as a holding trustee of any funds raised);

Manage its finances

- 2.4 raise funds;
- 2.5 borrow money (including, without limitation, for the purposes of investment or raising funds);
- 2.6 accept or disclaim gifts (of money and/or other property);
- 2.7 lend money and give credit to any person or company, take security for such loans or credit, and guarantee or give security for the performance of contracts by any person or company;
- 2.8 invest money not immediately required for its Objects in or upon any investments, securities, or property;

- 2.9 set aside funds for particular reasons, or as reserves;
- 2.10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 2.11 give guarantees or other security for the repayment of money borrowed, for a grant, or for the discharge of an obligation (but only in accordance with the restrictions in the Charities Act 2011); and

Manage its property affairs

- 2.12 dispose of, or deal with, all or any of its property (but only in accordance with the restrictions in the Charities Act 2011);
- 2.13 acquire or rent property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 2.14 arrange for investments or other property of Oxford SU to be held in the name of a nominee or nominees (and pay any reasonable fee for this);
- 2.15 incorporate and acquire subsidiary companies; and
- 2.16 insure the property of Oxford SU against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect Oxford SU;

Work with other organisations

- 2.17 establish and support (or aid in the establishment and support of) any other organisations, execute charitable trusts and subscribe, lend or guarantee money or property for charitable purposes;
- 2.18 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limit any charitable trust, including a charitable trust of permanent endowment property held for any of the charitable purposes included in Oxford SU's Objects);
- 2.19 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them; and
- 2.20 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;

Manage its day-to-day operations

- 2.21 subject to Article 3 (Limitation on private benefit):
 - 2.21.1 engage and remunerate staff, consultants and advisers;
 - 2.21.2 make reasonable provision for the payment of pensions and other benefits to or on behalf of employees and their spouses and dependants; and
 - 2.21.3 enter into compromise and settlement arrangements with them;

- 2.22 alone or with other organisations, seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake; and
- 2.23 provide indemnity insurance for the Trustees, in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

LIMITATION ON PRIVATE BENEFIT

3. Limitation on private benefit

3.1 The income and property of Oxford SU shall be applied solely towards the promotion of its Objects.

3.2 *Permitted benefits to Company Law Members, Trustees and Connected persons*

No part of the income and property of Oxford SU may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Company Law Member (with the exception of the University) unless the payment is permitted by Articles 3.3, 3.4 or 3.5

3.3 No Trustee may:

- 3.3.1 sell goods, services or any interest in land to Oxford SU;
- 3.3.2 be employed by, or receive any remuneration from, Oxford SU; or
- 3.3.3 receive any other financial benefit from Oxford SU;

unless the payment is permitted by Articles 3.4 or 3.5 or authorised by the court or the Charity Commission.

3.4 A Trustee may receive the following benefits from Oxford SU:

3.4.1	Trustee or a person who is Connected with a Trustee may receive a benefit from the Oxford SU in their capacity as a beneficiary of Oxford SU;
3.4.2	a Trustee or a person who is Connected with a Trustee may be reimbursed by Oxford SU for, or may pay out of Oxford SU's property, reasonable expenses properly incurred by them when acting on behalf of Oxford SU;

3.4.3	<p>a Sabbatical Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration for any goods or services supplied to Oxford SU on the instructions of the Trustees provided that:</p> <ul style="list-style-type: none"> (a) for the avoidance of doubt, the authorisation under this provision shall extend to the remuneration of Sabbatical Trustees and persons Connected with a Trustee under contracts of employment with Oxford SU; (b) subject to Article 3.4.3(a), the authorisation under this provision shall not extend to the service of acting as Trustee; (c) the amount or maximum amount of the remuneration is set out in an agreement in writing between Oxford SU and the Sabbatical Trustee or person Connected with a Trustee providing the goods or services (which for the avoidance of doubt may be a contract of employment); (d) before entering into the agreement described at Article 3.4.3(c) the Trustees must be satisfied that it would be in the best interests of Oxford SU for the goods or services to be provided by the Sabbatical Trustee or the person Connected with a Trustee for the amount or maximum amount set out in that agreement; (e) if the person being remunerated is a Trustee the procedure described in Article 19 (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; (f) if the person being remunerated is a person Connected with a Trustee the procedure described in Article 19 (Conflicts of interest) must be followed by the relevant Trustee in relation to any decisions regarding such person; (g) subject to Article 3.6, this provision and Article 3.5.3 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 Connected with that Trustee); and (h) at all times the provisions of the Education Act are complied with.
3.4.4	<p>a Trustee or a person who is Connected with a Trustee may receive interest at a reasonable and proper rate on money lent to Oxford SU;</p>
3.4.5	<p>a Trustee or a person who is Connected with a Trustee may receive reasonable and proper rent for premises let to Oxford SU;</p>
3.4.6	<p>Oxford SU may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 2.23;</p>
3.4.7	<p>a Trustee or other officer of Oxford SU may receive payment under an indemnity from Oxford SU in accordance with the indemnity provisions set out at Article 5,</p>

provided that where benefits are conferred under Article 3, Article 19 (Conflicts) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

3.5 **Subsidiary Companies**

A Trustee may receive the following benefits from any Subsidiary Company:

3.5.1	a Trustee or a person who is Connected with a Trustee may receive a benefit from any Subsidiary Company in their capacity as a beneficiary of Oxford SU or of any Subsidiary Company;
3.5.2	a Trustee or a person who is Connected with a Trustee may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by them when acting on behalf of any Subsidiary Company;
3.5.3	a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the prior approval of the Trustees, (including services performed under a contract of employment with any Subsidiary Company or otherwise) provided that, subject to Article 3.6, this provision and Article 3.4.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);
3.5.4	a Trustee or a person who is Connected with a Trustee may, with the prior approval of the Trustees, receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;
3.5.5	a Trustee or a person who is Connected with a Trustee may, with the prior approval of the Trustees, receive reasonable and proper rent for premises let to any Subsidiary Company;
3.5.6	any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and
3.5.7	a Trustee or a person who is Connected with a Trustee may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;
provided that the affected Trustee may not take part in any decision of the Trustees to approve a benefit under Articles 3.5.3, 3.5.4 or 3.5.5.	

3.6 Where a vacancy arises on the Board of Trustees with the result that Articles **Error! Reference source not found.** and **Error! Reference source not found.** apply to more than half of the Trustees, Oxford SU may continue to pay remuneration to its Sabbatical Trustees and any person who is Connected with a Trustee who is receiving remuneration in

accordance with Articles **Error! Reference source not found.** or **Error! Reference source not found.** provided that Oxford SU uses all reasonable endeavours to fill the vacancy as soon as possible.

LIMITATION OF LIABILITY AND INDEMNITY

4. Liability of Company Law Members

The liability of Company Law Members is limited. Each Company Law Member agrees, if Oxford SU is wound up while they are a Company Law Member (or within one year after they cease to be a Company Law Member), to pay up to £1 towards:

- 4.1 payment of Oxford SU's debts and liabilities contracted before they ceased to be a Company Law Member;
- 4.2 payment of the costs, charges and expenses of winding up; and
- 4.3 adjustment of the rights of the contributors among themselves.

5. Trustees' indemnity

5.1 Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every relevant Trustee shall be indemnified out of Oxford SU's assets:

- (a) against any liability incurred by the relevant Trustee in defending any proceedings, whether civil or criminal, in which judgment is given in the relevant Trustee's favour or in which the relevant Trustee is acquitted,
- (b) in connection with any application in which relief is granted to the relevant Trustee by the court from liability for negligence, default, breach of duty or breach of trust in relation to Oxford SU's affairs, and
- (c) against all costs, charges, losses, expenses or liabilities incurred by the relevant Trustee in the execution and discharge of the relevant Trustee's duties or in relation thereto.

5.2 Every auditor of Oxford SU may be indemnified in the circumstances and manner set out in Article 5.1.

5.3 For the purposes of Article 5.1, a "relevant Trustee" means any Trustee or former Trustee of Oxford SU.

DISSOLUTION

6. Dissolution

6.1 If any property remains after Oxford SU has been wound up or dissolved and all debts and liabilities have been satisfied, it must not be paid to or distributed among Student Members or Company Law Members (excluding the University). It must instead be given or transferred to the University for application within the Objects.

PART II – Membership and Democracy

7. Student Voice

7.1 There is a process known as “Student Voice” by which Student Members of Oxford SU express democratic views by:

7.1.1 Voting on matters of Policy; and

7.1.2 Engaging in elections of Sabbatical Trustees and other roles in accordance with these Articles and Bye-laws.

7.2 Student Voice procedures under this Article 7 may include a range of activities, such as conferences, referendums and other events (including virtual or online events), and shall be conducted in accordance with a timetable and process set out in the Bye-laws. The arrangements shall satisfy the requirements of the Education Act 1994.

7.3 The Trustees have legal duties as company directors and charity trustees, which include ensuring that Oxford SU’s funds are used prudently to further the Objects. If a decision is made, or advice given by Student Members which the Board reasonably considers incompatible with these duties, it may be unable to implement or endorse the decision or advice, and at its discretion the Board may decline to do so.

7.4 For the purposes of these Articles, the Student Members of Oxford SU are all Students who have not ceased to be Student Members under Article 7.5, and the Sabbatical Trustees.

7.5 A person ceases to be a Student Member of Oxford SU if they:

7.5.1 Notify University of Oxford or Oxford SU of their wish to opt out of Student Membership (with effect from any date specified in that notice);

7.5.2 Cease to be either a Student or Sabbatical Trustee (as applicable); or

7.5.3 Other than the Sabbatical Trustee, are removed from Student Membership in accordance with a policy approved by the Trustees.

7.6 The Trustees will establish and monitor a code of conduct and disciplinary procedure that all Student Members shall be required to adhere to, including when Student Members are involved in activities or at events that are administered or organised by Oxford SU.

7.7 The code of conduct or the disciplinary procedure for Student Members may include a range of sanctions for breach of the code of conduct by a Student Member, including the suspension or removal of some of the rights and privileges of Student Membership, including the holding of office.

8. Company Law Members

8.1 The Company Law Members of Oxford SU shall be:

(a) the Trustees from time to time; and

(b) the University.

- 8.2 The Company Law Members shall be entered in the register of members.
- 8.3 The Company Law Members may pass ordinary or special resolutions in a general meeting or by written resolution in accordance with Schedule 1.
- 8.4 Company Law Membership shall not be transferable and shall cease on death.
- 8.5 A Trustee shall become a Company Law Member on becoming a Trustee and shall cease to be a Company Law Member when they cease to be a Trustee.
- 8.6 The University has the following rights in its capacity as a Company Law Member:
- (a) to appoint an authorised representative to represent it at general meetings, and to replace its authorised representative by giving written notice to Oxford SU;
 - (b) to attend and speak at general meetings through its authorised representative but not vote (except in relation to its right under Article 8.6(d)), but should a conflict of interest arise between the interests of the University and Oxford SU the chair of the meeting is, at the chair's discretion, entitled to ask the authorised representative to leave the meeting, except in relation to the University Member's right under Article 8.6(d),
 - (c) to receive notice of all general meetings and a copy of any written resolution proposed (but not to vote on any written resolution except in relation to its right under Article 8.6(d)), and
 - (d) to vote on any resolution to amend any provision contained in the Articles in accordance with Article 23.2.6 (but not on any other matter).
- 8.7 The Trustees may
- 8.7.1 create categories of Company Law Membership with different subscriptions or benefits and may alter such benefits and subscriptions at any time. They may not alter voting rights. To the extent that any class rights (as defined in the Companies Acts) are created under this Article 8.7.1, those rights can be varied by special resolution of the members (without the need for separate consents from the members of affected classes); and
 - 8.7.2 establish one or more categories of associate membership. Associate members are not Company Law Members of Oxford SU for the purposes of the Articles or the Companies Acts but may have such rights and obligations (and may be liable for any such subscriptions) as the Trustees decide from time to time. The Trustees may admit and remove any associate members in accordance with any rules that they make.

PART III – Trustees and Sabbatical Trustees

ROLE OF THE SABBATICAL TRUSTEES

9. SABBATICAL TRUSTEES

- 9.1 In an Academic Year (and subject to any vacancies) Oxford SU has up to 4 Sabbatical Trustees.
- 9.2 In a particular Academic Year, the Sabbatical Officers are those who:
- 9.2.1 Have met the Eligibility Criteria, and been elected in a Cross-Campus Ballot (a “**Sabbatical Trustee Elect**”); and
- 9.2.2 Are serving as both a Trustee and an employee of Oxford SU in accordance with this Article.
- 9.3 For the purposes of the Education Act 1994, the Sabbatical Trustees (but not the other Trustees) are Major Union Office Holders.
- 9.4 Subject to these Articles, the Trustees will offer a Sabbatical Trustee Elect employment on terms that they consider appropriate, which will cover the relevant Academic Year, and which may include such handover period thought appropriate (noting that they will not be a Sabbatical Trustee outside of the Academic Year subject to any transitional provisions under Article 21.2). The Sabbatical Trustee must enter into the contract of employment with Oxford SU for the period of their term of office as a Sabbatical Trustee.

Interim appointments

- 9.5 The Trustees may (in consultation with Student Voice in such manner as they deem appropriate) make such lawful arrangements as they consider appropriate to deal with vacancies arising among the Sabbatical Trustees, including:
- 9.5.1 Undertaking an appropriate process to find a replacement (as an employee and/or Trustee) to fill the position for the remainder of the Academic Year (noting the requirement in the Education Act 1994 for all Major Union Office Holders to be elected by Cross-Campus Ballot); or
- 9.5.2 Making no appointment (but making other appropriate arrangements such as increasing the mandates of the other Sabbatical Trustees).

10. Part-Time Officers

Oxford SU may appoint and remove additional individuals as Part-Time Officers, in accordance with the Bye-Laws.

THE ROLE OF THE TRUSTEES

11. Management of Oxford SU's business

Unless the Articles provide otherwise, the Trustees are responsible for managing Oxford SU's business, including (without limitation) Oxford SU's governance, budget and strategy, and any steps to be taken to implement Policy. When managing Oxford SU's business, they may

exercise all the powers of Oxford SU, and in doing so will have regard to their duties as charity trustees and the Objects of Oxford SU.

12. Ability to delegate

12.1 Unless the Articles provide otherwise, the Trustees may delegate:

12.1.1 any of their powers or functions to any committee; and

12.1.2 the implementation of their decisions, or the day-to-day management of Oxford SU's affairs, to any person, including a CEO, or committee. That person in turn may delegate their responsibilities further to other senior management and staff as appropriate but will remain responsible to the Board for matters delegated to them.

12.2 The Trustees may delegate by such means; to such an extent; in relation to such matters or territories; and on such terms and conditions as they think appropriate. They may allow those to whom a responsibility has been delegated to delegate further; and may change or terminate the delegation arrangements at any time.

Delegating to a committee

12.3 When delegating to a committee, the Trustees must confirm:

12.3.1 the composition of that committee (although they may permit the committee to co-opt its own additional members, up to a specified number);

12.3.2 how the committee will report regularly to the Trustees; and

12.3.3 any other rules relating to the functioning of the committee.

12.4 No committee shall knowingly incur expenditure or liability on behalf of Oxford SU except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

Delegating investment management

12.5 The Trustees may delegate the management of investments to a Financial Expert or Financial Experts provided that:

12.5.1 the investment policy is set down in writing for the Financial Expert or Financial Experts by the Trustees;

12.5.2 timely reports of all transactions are provided to the Trustees;

12.5.3 the performance of the investments is reviewed regularly with the Trustees;

12.5.4 the Trustees are entitled to cancel the delegation arrangement at any time;

12.5.5 the investment policy and the delegation arrangements are reviewed regularly;

12.5.6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance; and

- 12.5.7 the Financial Expert or Financial Experts must not do anything outside the powers of the Trustees.

Appointing agents

- 12.6 The Trustees may (by power of attorney or otherwise) appoint any person to be the agent of Oxford SU for such purposes and on such conditions as they decide.

13. Chair

- 13.1 A Sabbatical Trustee shall be the Chair of the Trustees.
- 13.2 The Trustees must appoint an External Trustee to be Deputy Chair of the Trustees and may at any time remove them from that office. The role of the Deputy Chair will be to support the Chair.
- 13.3 The Chair or, in their absence, the Deputy Chair shall preside as Chair of the Meeting. In the absence of the Chair and the Deputy Chair, another Trustee appointed by the Trustees present shall preside as Chair of the Meeting.

14. Rules

The Trustees may from time to time make, repeal or alter such rules as they think fit as to the management of Oxford SU and its affairs, including (without limitation) the conduct of meetings (including any arrangements for Remote Attendance); codes of conduct and the duties of officers and employees of Oxford SU. The rules shall be binding on all Company Law Members of Oxford SU. No rule shall be inconsistent with the Companies Acts, the Education Act 1994, the Articles or Bye-laws or any rule of law.

HOW TRUSTEES MAKE DECISIONS

15. The Trustees must take decisions collectively

Any decision of the Trustees must be either:

- 15.1 a decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to the casting vote described in Article 17.6); or
- 15.2 a decision without a meeting taken in accordance with Article 18.

16. Calling a Trustees' meeting

- 16.1 The Chair or any two Trustees may call a Trustees' meeting or instruct the Secretary (if any) to do so.
- 16.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless all the Trustees agree otherwise, or urgent circumstances require shorter notice. The person scheduling the meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many Trustees as practicable are likely to be available to participate.

- 16.3 Notice of Trustees' meetings must be given to each Trustee by such means as the Trustees decide. Such notice does not need to be in writing, but must specify:
- 16.3.1 the day and time of the meeting;
 - 16.3.2 the place where all the Trustees may physically attend the meeting (if there is to be such a place);
 - 16.3.3 the general nature of the business to be considered at the meeting; and
 - 16.3.4 if it is anticipated that Trustees participating in the meeting will not be in the same physical place, how it is proposed that they should communicate with each other during the meeting.

17. **Procedure for Trustees' meetings**

Quorum

- 17.1 The Trustees cannot conduct any business at a Trustees' meeting unless a quorum is participating. However, if the total number of Trustees for the time being is less than the quorum required, the Trustees may still act to appoint further Trustees, or call a general meeting to enable the members to do so.
- 17.2 The Trustees shall from time to time decide the quorum for Board meetings, but it must never be less than five.
- 17.3 If the number of Trustees for the time being is less than the quorum, the Board must not take any decision other than a decision to increase the number of Trustees.

Virtual / hybrid meetings are acceptable

- 17.4 Meetings do not need to take place in one physical place. Trustees participate in (and form part of the quorum in relation to) a Trustees' meeting, or part of a Trustees' meeting, when they can contemporaneously communicate with each other by any means. If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

Chair and casting vote

- 17.5 The Chair, if any, or in their absence another Trustee nominated by the Trustees present, shall preside as chair of each Trustees' meeting.
- 17.6 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, and the chair of the meeting is eligible to vote at the meeting, they will have a casting vote in addition to any other vote they may have.

18. **Decisions without a meeting**

- 18.1 A decision is taken in accordance with this Article 18 when the majority of the Trustees indicate by any means that they share a common view on a matter.
- 18.2 A decision which is made in accordance with this Article 18 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided:

- 18.2.1 the Chair or Deputy Chair or any other person who volunteers if necessary (the “**Facilitator**”) puts the proposed decision to the Trustees and has taken reasonable steps to notify all Trustees of the proposed decision; and
- 18.2.2 a majority of the Trustees have indicated to the Facilitator that they approve the proposed decision.
- 18.3 Following receipt of responses from a majority of the Trustees, the Facilitator must communicate to all of the Trustees (by any means) whether the decision has been formally approved by the Trustees in accordance with Article 18.1.

19. **Conflicts**

Declaration of interests

- 19.1 A Trustee must declare the nature and extent of:
 - 19.1.1 any direct or indirect interest which they have in a proposed transaction or arrangement with Oxford SU; and
 - 19.1.2 any duty, or any direct or indirect interest, which they have which conflicts or may conflict with the interests of Oxford SU or their duties to Oxford SU.

Involvement in decision-making

- 19.2 A Trustee’s entitlement to participate in decision-making in relation to a matter depends on whether:
 - 19.2.1 their situation could reasonably be regarded as likely to give rise to a conflict of interest or duties in respect of Oxford SU (a “**Potential Conflict Situation**”); or
 - 19.2.2 this is not the case (a “**No Conflict Situation**”).

Any uncertainty about whether a situation is a Potential Conflict Situation or a No Conflict Situation in relation to a matter shall be decided by a majority decision of the other Trustees taking part in the relevant decision.

- 19.3 A Trustee in a No Conflict Situation can participate in the decision-making process, be counted in the quorum and vote in relation to the relevant matter.
- 19.4 A Trustee in a Potential Conflict Situation can participate in the decision-making process, be counted in the quorum and vote in relation to the relevant matter, unless:
 - 19.4.1 a majority of the other Trustees taking part in the relevant decision decide otherwise; or
 - 19.4.2 subject to Article 19.4.3, the decision could result in the Trustee or any person who is Connected with them receiving a benefit;

in which case Article 19.5 applies to the decision.

- 19.4.3 the following benefits are not counted for the purposes of Article 19.4.2:
- (a) any benefit received by any person in their capacity as a beneficiary of Oxford SU (see Article 3.4.1) which is available generally to the beneficiaries of Oxford SU;
 - (b) the payment of premiums in respect of indemnity insurance (see Article 3.4.6);
 - (c) payment under the indemnity in Article 5;
 - (d) approval of trustee expenses policies or reimbursement of expenses (see Article 3.4.2); or
 - (e) any benefit authorised by the court or the Charity Commission under Article 3.3, so long as any conditions accompanying that authorisation are complied with.

19.5 If this Article 19.5 applies, the relevant Trustee must:

- 19.5.1 take part in the relevant decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;
- 19.5.2 not be counted in the quorum for that part of the process; and
- 19.5.3 withdraw during the vote (if applicable) and have no vote on the matter.

Continuing duties to Oxford SU

- 19.6 Where a Trustee or person Connected with them has a conflict of interest or conflict of duties and the Trustee has complied with their obligations under these Articles in respect of that conflict:
- 19.6.1 the Trustee shall not be in breach of their duties to Oxford SU by withholding confidential information from Oxford SU if to disclose it would result in a breach of any other duty or obligation of confidence owed by them; and
 - 19.6.2 the Trustee shall not be accountable to Oxford SU for any benefit expressly permitted under these Articles which they or any person Connected with them derives from any matter or from any office, employment or position.

20. Validity of Trustee actions

All acts done by a person acting as a Trustee shall be valid, notwithstanding that it is afterwards discovered that there was a defect in their appointment, or that they were disqualified from holding office or had vacated office, or that they were not entitled to vote on the matter in question.

APPOINTMENT AND REMOVAL OF TRUSTEES

21. Trustees

- 21.1 The board of Trustees, in the normal course of business, shall be made up of:
 - 21.1.1 The Sabbatical Trustees;

- 21.1.2 Up to 6 Student Trustees, elected in accordance with Article 21.3; and
- 21.1.3 A minimum of 4, and up to 6 External Trustees, appointed in accordance with Article 21.4.
- 21.1.4 The board of Trustees should, where practicable, seek to maintain a majority of Student and Sabbatical Trustees.
- 21.1.5 The maximum number of trustees is 12.

21.2 **Sabbatical Trustees and Trusteeship**

- 21.2.1 Subject to these Articles and any transitional provision determined by the Trustees, a Sabbatical Trustee Elect :
 - (a) Becomes a Trustee on the first day of the Academic Year in respect of which they were elected; and
 - (b) Ceases to be a Trustee immediately before the start of the first day of the following Academic Year.
- 21.2.2 A Sabbatical Trustee is eligible for re-election as a Sabbatical Trustee in accordance with these Articles, subject to the requirement in the Education Act 1994 that they cannot serve for more than two years.

Suspension and removal of Sabbatical Trustees

- 21.2.3 If a Sabbatical Trustee is suspended from their employment, they automatically cease to be a Trustee with effect from the effective date of their suspension but are automatically reappointed when the employment suspension is lifted, for the remainder of the original term of office.
- 21.2.4 An individual ceases to be a Sabbatical Trustee if they cease to be an employee of Oxford SU, or are removed by a Vote of No Confidence; or cease to be a Trustee in accordance with Article 22. For the avoidance of doubt this means they would automatically cease to be a Trustee, and in respect of their status as an employee, regard should be had to their contract of employment.

21.3 **Student Trustees**

- 21.3.1 When vacancies arise (or are to arise) among the Student Trustees, the Trustees will specify:
 - (a) The number of vacancies; and
 - (b) The start date and term of office subject to the Articles (which would typically be a term of approximately two years broadly coinciding with Academic Years).
- 21.3.2 Vacancies shall be filled from candidates that meet the Eligibility Criteria in accordance with a procedure established in Student Voice. This shall normally be by Cross-Campus Ballot.
- 21.3.3 A Student Trustee must be a Student Member for the duration of their tenure (and shall cease to be a Student Trustee if they cease to be a Student Member). They may serve a maximum of two terms of office as a Student Trustee.

21.3.4 A Student Trustee ceases to be a Trustee if they are removed by a Vote of No Confidence, or cease to be a Trustee in accordance with Article 22.

21.4 **External Trustees**

21.4.1 External Trustees may be appointed by the Trustees from time to time.

21.4.2 External Trustees will serve terms of up to four years in accordance with the Bye-Laws, and may serve for up to two terms as an External Trustee.

22. **Disqualification and removal of Trustees - general**

In addition to Articles 21.2 and 21.3, a Trustee ceases to hold office if:

22.1 they cease to be a director, or become prohibited from being a director or charity trustee, by law;

22.2 the Trustees reasonably believe that the Trustee has become physically or mentally incapable of managing their own affairs and they resolve to remove the Trustee from office;

22.3 they notify Oxford SU in writing that they are resigning from office, and any period of time specified in such notice has passed (but only if at least a quorum of Trustees will remain in office when such resignation has taken effect);

22.4 they fail to attend three consecutive meetings of the Trustees and the Trustees resolve that they be removed for this reason;

22.5 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that the Trustee is removed from office. Such a resolution shall not be passed unless the Trustee has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances underlying the proposal, and has been afforded a reasonable opportunity of either (at their option) being heard by or making written representations to the Trustees.

PART IV – Administrative arrangements and miscellaneous

23. Reviewing and amending the Articles of Association

- 23.1 The University of Oxford shall be required to review the provisions of these Articles at intervals of not more than five years, which shall be undertaken with the Trustees.
- 23.2 Any amendment to the Articles shall require the following:
 - 23.2.1 The publication by the Trustees of a proposal to amend the Articles (the “Proposal”);
 - 23.2.2 A period of time during which any amendments to the Proposal may be submitted to the Board of Trustees by any Student Member;
 - 23.2.3 The circulation by the Board of Trustees to all the Student Members of a resolution to approve either the Proposal or a revised Proposal incorporating those amendments which the Board of Trustees in their absolute discretion think appropriate having regard to the consultation exercise;
 - 23.2.4 The approval of the Proposal (or revised Proposal) in a Student Voice forum;
 - 23.2.5 A special resolution of the Company Law Members making the amendments to the Articles that have been approved by Student Voice in accordance with Article 23.2.4 and
 - 23.2.6 The approval of the University..

24. Communications by Oxford SU

General rule

- 24.1 Oxford SU may send or supply any documents, notices, information or other material to Company Law Members, Student Members or Trustees in the manner indicated in the first column below. They will be deemed received at the time specified in the second column below. This Article is subject to Article 24.2.

Method	Deemed delivery
(a) By hand	The day it was delivered.
(b) By post, in a prepaid envelope addressed to the recipient;	48 hours after posting, excluding any part of a day that is a Saturday, Sunday or Public Holiday.
(c) By electronic means;	The day it was sent.
(d) By making it available on a website; or	The day it was made available or (if later) the day the recipient was notified (or is deemed notified) that it was so available.
(e) By other means authorised by the Articles and the Companies Acts.	In accordance with any provisions in the relevant article or the Companies Acts.

Exceptions

24.2 The following exceptions apply:

24.2.1 where the Companies Act 2006 requires it, the requirements in that Act for Oxford SU to gain a person's consent (or deemed consent) must be complied with before method (c), (d) or (as applicable) (e) is used (or before relevant material is sent in electronic form by other means);

24.2.2 a Trustee may agree with Oxford SU that notices or documents concerning Trustee decision-making can be sent to them in a particular way (whether or not listed above); and that they may be deemed delivered sooner than would otherwise be the case under this Article;

24.2.3 a Company Law Member present in person or by proxy at a meeting of Oxford SU shall be deemed to have received notice of the meeting and the purposes for which it was called;

24.2.4 a Company Law Member who does not register a postal address within the United Kingdom with Oxford SU shall not be entitled to receive any notice from Oxford SU by methods (a) or (b) but shall be entitled to receive any notice by methods (c), (d) or (e) (subject to Article 24.2.1 above) (and Oxford SU may provide such a member with any notice by methods (a) or (b), in its discretion and subject to these Articles and the Companies Acts); and

24.2.5 where any document or material has been sent or supplied by Oxford SU by electronic means and Oxford SU receives notice that the message is undeliverable:

(a) if the material has been sent to a Company Law Member (in their capacity as such) or Trustee and is notice of a general meeting of Oxford SU, Oxford SU is under no obligation to send a hard copy of the material to their postal address as shown in Oxford SU's register of members or Trustees, but may in its discretion choose to do so;

(b) in all other cases, Oxford SU shall where considered appropriate (including in respect of Student Members) or where the communication falls within the scope of the Companies Act 2006 (including in respect of Company Law Members), send a hard copy of the material to the individual's postal address (within the United Kingdom) as shown in Oxford SU's register of members, or in the case of a recipient who is not a Company Law Member, to the last known postal address for that person within the United Kingdom (if any); and

(c) the date of service or delivery of the material shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

25. Secretary

A Secretary may be appointed by the Trustees on such terms as they see fit and may be removed by them. If there is no Secretary, the Trustees may make appropriate alternative arrangements.

26. Irregularities

The proceedings at any meeting or on the taking of any poll 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 any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

27. Minutes

The Trustees must ensure minutes are made:

- 27.1 of all appointments of officers made by the Trustees;
- 27.2 of all resolutions of Oxford SU and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
- 27.3 of all proceedings at meetings of Oxford SU and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;
- 27.4 and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) 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 Company Law Member or Trustee of Oxford SU, be sufficient evidence of the proceedings.

28. Records and accounts

- 28.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
 - 28.1.1 annual reports;
 - 28.1.2 annual statements of account; and
 - 28.1.3 annual returns or confirmation statements.
- 28.2 Except as provided by law or authorised by the Trustees or an ordinary resolution of Oxford SU, no person is entitled to inspect any of Oxford SU's accounting or other records or documents merely by virtue of being a Company Law Member.

29. Bye-Laws

- 29.1 The Trustees shall (in consultation with Student Voice in such manner as the Trustees deem appropriate) have the power from time to time to make, repeal or amend Bye-Laws as to the management of Oxford SU and its working practices.
- 29.2 The Bye-Laws cannot be inconsistent with these Articles (and insofar as they purport to do so, are void).
- 29.3 Insofar as:
 - (a) The Articles stipulate that the Bye-Laws will make provision for a matter, and the Bye-Laws in place do not make such provision; or
 - (b) The Bye-Laws make provision which is inconsistent with the Articles;

the Trustees may regulate the matter as they consider appropriate consistent with the Companies Acts, Education Act 1994 and Articles on a transitional basis until the Bye-Laws are remedied.

30. **Interpretation**

These Articles should be read and interpreted in accordance with Schedule 2.

31. **Exclusion of model articles**

The relevant model articles for a company limited by guarantee are expressly excluded.

Schedule 1 – PROVISIONS FOR COMPANY LAW MEETINGS (KNOWN AS “GENERAL MEETINGS”)

1. General meetings

- 1.1 The Trustees may call a general meeting at any time.
- 1.2 The Trustees must call a general meeting if required to do so by the Company Law Members under the Companies Acts.
- 1.3 The quorum for general meetings is the same as the quorum for Trustee meetings at Oxford SU from time to time.
- 1.4 The Trustees may make such lawful arrangements as they see fit in respect of physical attendance and/or Remote Attendance at a general meeting. The entitlement of any person to attend and participate in a general meeting shall be subject to such arrangements.
- 1.5 When the Trustees have made arrangements to facilitate Remote Attendance, the provisions of the Articles shall be treated as modified to permit such arrangements and in particular a person attending a general meeting by Remote Attendance shall be treated as being present and/or present in person at the meeting for the purposes of the Articles, including without limitation the provisions of the Articles relating to the quorum for the meeting.
- 1.6 Subject to the Articles, general meetings must be called and held in accordance with the provisions regarding such meetings in the Companies Acts.

2. Written resolutions

General

- 2.1 Subject to this paragraph 2 a written resolution agreed by:
 - 2.1.1 Company Law Members representing a simple majority; or
 - 2.1.2 (in the case of a special resolution) members representing not less than 75%;of the total voting rights of eligible Company Law Members shall be effective.
- 2.2 On a written resolution each Company Law Member shall have one vote subject to Article 8.6.
- 2.3 A written resolution must state that it was proposed as a special resolution in order to be a special resolution under the Companies Acts.
- 2.4 A resolution of the Company Law Members under the Companies Acts removing a Trustee or auditor before the expiry of their term of office may not be passed as a written resolution.

Circulation

- 2.5 A copy of the proposed written resolution must be sent to every eligible Company Law Member together with a statement informing the member how to signify their agreement and the date by which the resolution must be passed if it is not to lapse.
- 2.6 In relation to a resolution proposed as a written resolution of Oxford SU the eligible Company Law Members are the Company Law Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 2.7 The required majority of eligible Company Law Members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 2.8 Communications in relation to written resolutions must be sent to Oxford SU's auditors in accordance with the Companies Acts.

Signifying agreement

- 2.9 A Company Law Member signifies their agreement to a proposed written resolution when Oxford SU receives from them (or from someone acting on their behalf) an authenticated document:
 - 2.9.1 identifying the resolution to which it relates; and
 - 2.9.2 indicating the member's agreement to the resolution.
- 2.10 For the purposes of paragraph 2.9:
 - 2.10.1 a document sent or supplied in hard copy form is sufficiently authenticated if it is signed by the person sending or supplying it; and
 - 2.10.2 a document sent or supplied in electronic form is sufficiently authenticated if:
 - (a) the identity of the sender is confirmed in a manner specified by Oxford SU; or
 - (b) where no such manner has been specified by Oxford SU, if the communication contains or is accompanied by a statement of the identity of the sender and Oxford SU has no reason to doubt the truth of that statement.
 - 2.10.3 If Oxford SU gives an electronic address in any document containing or accompanying a written resolution, it will be deemed to have agreed that any document or information relating to that resolution may be sent by electronic means to that address (subject to any conditions or limitations specified in the document).

Schedule 2 - INTERPRETATION – DEFINED TERMS

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

Term	Meaning
1.1 “Academic Year”	1 ST of July to 30 th of June
1.2 “Address”	includes a postal or physical address and a number or address used for the purposes of sending or receiving documents or information by electronic means;
1.3 “Articles”	Oxford SU’s articles of association including Schedule 1 and Schedule 2;
1.4 “Chair”	has the meaning given in Article 13;
1.5 “Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.6 “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;
1.7 “Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to Oxford SU;
1.8 “Company Law Member”	means a member of Oxford SU for the purposes of the Companies Acts;
1.9 “Cross-Campus Ballot”	means a secret ballot in which all Student Members are entitled to vote in accordance with the requirements of the Education Act 1994;
1.10 “Connected”	means a person with whom a Trustee shares a common interest such that the Trustee may reasonably be regarded as benefitting directly or indirectly from any material benefit received by that person, being either a member of the Trustee’s household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee’s only connection is an interest consisting of no more than 1% of the voting rights;
1.11 “electronic form” and “electronic means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;

1.12	“Eligibility Criteria”	Means: (a) Not being disqualified from being a director or charity trustee; (b) Being at least 18 years old; (c) In the case of Sabbatical Trustee elections, being a Student Member at the time of election, and in the case of Student Trustees, being a Student Member at the time of election; and (d) Other criteria established in the Bye-laws.
1.13	“Facilitator”	has the meaning given in Article 18.2;
1.14	“Financial Expert”	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
1.15	“hard copy” and “hard copy form”	have the meanings respectively given to them in the Companies Act 2006;
1.16	“Objects”	the charitable objects of Oxford SU as set out in Article 1;
1.17	“Policy”	a corporate conclusion or view of the Student Members of Oxford SU;
1.18	“Proxy Notice”	has the meaning given in paragraph Error! Reference source not found. of Schedule 1;
1.19	“Public Holiday”	means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
1.20	“Remote Attendance”	means remote attendance at a general meeting by such means as are approved by the Trustees in accordance with paragraph 1.4 of Schedule 1;
1.21	“Sabbatical Trustee”	has the meaning given in Article 9;
1.22	“Sabbatical Trustee Elect”	has the meaning given in Article 9.2.1;
1.23	“Secretary”	the secretary of Oxford SU (if any);
1.24	“Student”	a person who is a student member of the University as defined by section 4 of Statute II of the University, plus non-matriculated students studying for a University award included in the Examination Regulations and

not including visiting students or recognised students
(for the avoidance of doubt, the University shall have the final determination over whether someone qualifies as a Student).

- 1.25 **“Student Member”** has the meaning given in Article 7.4;
- 1.26 **“Subsidiary Company”** any company in which Oxford SU 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.
- 1.27 **“Trustee”** a director of Oxford SU, and includes any person occupying the position of director, by whatever name called;
- 1.28 **“Union”** the charitable students’ union governed by these Articles;
- 1.29 **“University”** the Chancellor, Masters and Scholars of the University of Oxford, who shall act through the Council of the University or such other body or person to whom the Council of the University has delegated authority to act;
- 1.30 **“Vote of No Confidence”** a vote in Student Voice that those voting have no confidence in the relevant person, subject to a process in accordance with the Byelaws including a right for the relevant person to make representations; and an appropriate notice period to the relevant person.
2. Unless the context requires, references to “writing” and “document” should be interpreted (without limitation) as allowing for the transmission of information in electronic form. A reference to a “document” includes summons, notice, order or other legal process.
3. Subject to paragraph 4 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
4. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on Oxford SU.