

## **Oxford University Student Union**

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## **PART 1: CHARITABLE PURPOSES AND INTRODUCTORY PROVISIONS**

### **1 Interpretation**

- 1.1 Words and phrases in the Articles with initial capital letters have the meanings set out in Article 50.1. Where required, other definitions are set out in particular Articles.
- 1.2 Where there is a conflict over the interpretation of the Articles, it shall be the property of the Trustee Board.

### **2 Name**

- 2.1 The name of the company is Oxford University Student Union ("**Oxford SU**").

### **3 Objects**

- 3.1 Oxford SU's Objects are the advancement of education of Students at the University for the public benefit, in particular by:
- (a) promoting the interests and welfare of Students and representing, supporting and advising Students,
  - (b) being the recognised representative channel between Students and the University and any other external bodies,
  - (c) providing social, cultural, and recreational activities and forums for discussions and debate for the personal development of Students, and
  - (d) furthering all purposes which are charitable in law, and which are incidental or conducive to the main objects.

### **4 Powers**

- 4.1 To further the Objects, but not for any other purpose, Oxford SU may:
- (a) provide services and facilities for Students;
  - (b) establish, support, promote and operate a network of Student activities;
  - (c) support any fundraising activities, including "raise and give" (RAG), 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;
  - (d) alone or with other organisations:
    - (i) carry out campaigning activities,
    - (ii) seek to influence public opinion, and
    - (iii) 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:
    - (i) all activities must be confined to the activities which a charity registered with the Charity Commission may properly undertake, and

- (ii) Oxford SU complies with the Education Act and has regard to any guidance published by the Charity Commission;
- (e) write, make, commission, print, publish or distribute materials or information; or assist in these activities;
- (f) promote, initiate, develop or carry out education and training; and arrange, provide or assist with exhibitions, lectures, meetings, seminars, displays or classes;
- (g) promote, encourage, carry out or commission research, surveys, studies or other work and publish the results;
- (h) provide, or appoint others to provide, advice, guidance, representation and advocacy;
- (j) co-operate with other charities and bodies, and exchange information and advice with them;
- (k) become a member, affiliate or associate of other charities and bodies;
- (l) support, set up or amalgamate with other charities with objects identical or similar to the Objects; and act as or appoint trustees, agents, nominees or delegates to control and manage those charities;
- (m) purchase or acquire all or any of the property, assets, liabilities and engagements of any charity with objects identical or similar to the Objects;
- (n) raise funds and accept (or disclaim) gifts;
- (o) borrow and raise money, including for the purpose of investment or of raising funds, and give security (but only in accordance with the restrictions imposed by the Charities Act 2011);
- (p) purchase, lease, hire or receive property of any kind, including land, buildings and equipment; and maintain and equip it for use;
- (q) sell, manage, lease, mortgage, exchange, dispose of or deal with all or any of its property (but only in accordance with the restrictions imposed by the Charities Act 2011);
- (r) make grants or loans of money and give guarantees;
- (s) set aside funds for special purposes or as reserves against future expenditure;
- (t) invest and deal with Oxford SU's money, not immediately required for the Objects, in or upon any investments, securities, or property;
- (u) delegate the management of investments to an appropriately experienced and qualified financial expert (being an individual, company or firm authorised to give investment advice under the Financial Services and Markets Act 2000) provided that:
  - (i) the investment policy is set down in writing for the financial expert by the Board,
  - (ii) the performance of the investments is reviewed regularly by the Board,
  - (iii) the Board is entitled to cancel the delegation at any time,
  - (iv) the investment policy and the delegation arrangements are reviewed at least once a year,

- (v) all payments due to the financial expert are on a scale or at a level agreed in advance and are notified promptly to the Board on receipt, and
- (vi) the financial expert may not do anything outside Oxford SU's powers;
- (v) arrange for investments or other property of Oxford SU to be held in the name of a nominee (being a company or a limited liability partnership registered or having an established place of business in England and Wales) acting under the direction of the Board, or controlled by a financial expert (as defined in Article 4.1(u)) acting under the instructions of the Board, and to pay any reasonable fee required;
- (w) lend money and give credit to, take security for such loans or credit from, and guarantee or give security for the performance of contracts by, any person or company;
- (x) open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute negotiable instruments (including signing cheques);
- (y) trade in the course of carrying out any of the Objects, and carry on any other trade which is not a Taxable Trade;
- (z) establish or acquire one or more Subsidiary Companies to carry on any trade;
- (aa) subject to Article 44 (Limitation on private benefits), employ and pay employees and professionals or other advisers;
- (bb) grant pensions and retirement benefits to Oxford SU employees and their dependants, and subscribe to funds or schemes for providing pensions and retirement benefits for Oxford SU employees and their dependants;
- (cc) provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
- (dd) enter into contracts to provide services to or on behalf of other bodies;
- (ee) provide or procure the provision of advice, counselling and guidance;
- (ff) establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- (gg) undertake and execute charitable trusts;
- (hh) 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; and
- (ii) do all other lawful things as further the Objects.

## **5 Reviewing and amending the Articles**

- 5.1 The University shall be required to review the provisions of these Articles at intervals of not more than five years which shall be undertaken with the Board of Trustees.
- 5.2 Any amendment to the Articles shall require the following:
  - 5.2.1 The circulation by the Board of Trustees of a proposal to amend the Articles to all the Student Members (the "Proposal");

- 5.2.2 A period of time (as set out in the Bye-Laws) during which any amendments to the Proposal may be submitted to the Board of Trustees by any Student Member;
- 5.2.3 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 submitted in accordance with Article 5.2.2 which the Board of Trustees in their absolute discretion have accepted;
- 5.2.4 A resolution passed at a Student Members' meeting or in a Referendum by a two thirds majority vote approving the Proposal or the revised Proposal (as the case may be);
- 5.2.5 A special resolution of the Company Law Members making the amendments to the Articles that have been approved by resolution of the Student Members in accordance with Article 5.2.4 and
- 5.2.6 The approval of the University.

## **PART 2: MEMBERS**

### **6 Members of Oxford SU**

- 6.1 The Members of the Oxford SU shall be as follows:
  - 6.1.1 the Student Members; and
  - 6.1.2 the Company Law Members.
- 6.2 Oxford SU may also have associate members in accordance with Article 8.

#### **Student Members**

- 6.3 The Student Members shall be as follows:

- 6.3.1 each and every Student who has not opted out by notifying Oxford SU or the University of their wish not to be a Student Member shall be deemed to be a Student Member in accordance with section 22 of the Education Act; and

- 6.3.2 the Sabbatical Officers.

- 6.4 Student Members shall be entitled to the benefits set out in the Code of Practice, issued by the University in accordance with section 22(3) of the Education Act 1994.

- 6.5 Student Membership is not transferable.

#### **Company Law Members**

- 6.6 The only Company Law Members shall be:

- 6.6.1 the Trustees from time to time; and

- 6.6.2 the University.

- 6.7 A Trustee shall become a Company Law Member on becoming a Trustee. In agreeing to become a Trustee, each new Trustee is also agreeing to become a Company Law Member.

- 6.8 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 6.8(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 6.8(d),
- (c) to receive notice of all general meetings and a copy of any written resolution proposed under Article 49 (but not to vote on any written resolution except in relation to its right under Article 6.8(d)), and
- (d) to vote on any resolution to amend any provision contained in the Articles in accordance with Article 5.2.6 (but not on any other matter).

6.9 Company Law Membership is not transferable.

## **7 Termination and suspension of Membership**

### **Termination of Student Membership**

7.1 A Student Member shall cease to be a Student Member of Oxford SU if:

- (a) they die;
- (b) the Student Member ceases to be a Student. For the avoidance of doubt, this will include the situation where a Student Member's Student status with the University is revoked by the University;
- (c) they cease to be a Sabbatical Officer;
- (d) they opt out of Student Membership by giving written notice to Oxford SU or the University and such Membership shall terminate on the date specified in the notice, or the date of the notice, whichever is later;
- (e) a decision is made to remove them from Student Membership of Oxford SU in accordance with Oxford SU's code of conduct or disciplinary procedure for Student Members; or
- (f) subject to Article 7.3, Student Council passes a resolution to remove the Student Member from Membership in accordance with the Bye-Laws.

7.2 Subject to Article 7.3, a Student Member shall be suspended from Membership if Student Council passes a resolution to that effect in accordance with the Bye-Laws.

7.3 Student Council must not pass a resolution under Article 7.1(f) or 7.2 unless the Student Member concerned has been given notice in writing that the resolution is to be proposed, specifying the reasons for the proposed removal or suspension (as the case may be), and has been afforded a reasonable opportunity of being heard by or, at the option of the Student Member concerned, of making written representations to Student Council.

7.4 The provisions of Articles 7.1(f) and 7.2 do not apply to:

- (a) a Student Member who is a Sabbatical Officer or a Student Trustee, or
- (b) such other Student Members as Bye-Laws may prescribe.

## **Termination of Company Law Membership**

- 7.5 A Company Law Member shall cease to be a Company Law Member if they:
- (a) in the case of a Company Law Member who is also a Trustee, that person ceases to be a Trustee. For the avoidance of doubt, this article 7.5(a) does not apply to the University, which shall not be a Trustee;
  - (b) die or cease to exist; or
  - (c) in the case of the University, if the University notifies Oxford SU in writing of its wish not to be a Member (in which case all references to the University being a Company Law Member under these Articles shall be disregarded).

## **8 Associate members**

- 8.1 The Board may establish classes of associate membership with such description and with such rights and obligations as it thinks fit. Associate members are not Members, and shall be admitted and removed in accordance with the Bye-Laws.

## **PART 3: STUDENT COUNCIL AND THE STUDENT COUNCIL EXECUTIVE**

### **9. Student Council**

- 9.1 There shall be a Student Council as outlined in the Bye-Laws. It shall be responsible for issues of representation and campaigning, subject to the rights of Trustees under Article 23.3.
- 9.2 No Student Member may hold more than one seat on the Student Council at any one time.

### **10. Student Council Executive Committee**

- 10.1 There shall be a Student Council Executive Committee as outlined in the Bye-Laws.
- 10.2 The Student Council Executive Committee shall not be a committee of the Trustee Board but shall be a sub-group of Student Council.

## **PART 4: BYE-LAWS**

### **11 Bye-Laws**

- 11.1 The Trustees alone and the Student Council with the approval of the Trustee Board shall 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 provided that such Bye-Laws shall not be inconsistent with these Articles. In the event of any inconsistency, the provisions of these Articles shall prevail.

## **PART 5: REFERENDA**

### **12 Referenda**

- 12.1 A Referendum may be called:
- (a) on any issue (including without limitation an affiliation issue):
    - (i) by a resolution of the Board,
    - (ii) by a majority vote of Student Council, or

- (iii) otherwise in accordance with the Bye-Laws, and
  - (b) on an affiliation issue, by 5% (or any lesser percentage specified in the Bye-Laws) of Student Members, at such intervals of not more than once per year as specified in the Bye-Laws.
- 12.2 All Student Members are entitled to vote:
  - (a) in a Referendum on an affiliation issue, and
  - (b) in any other Referendum, except where Article 20.2 applies or where Bye-Laws provide otherwise.
- 12.3 Bye-Laws must provide for the quorum requirements for a Referendum to be valid and the extent to which the result of a Referendum is binding.
- 12.4 In this Article “**affiliation issue**” means the question of Oxford SU’s continued affiliation to a particular external organisation.

## **PART 6: THE BOARD**

### **13 Election of Trustees**

- 13.1 The Board consists of:
  - (a) up to six Sabbatical Trustees,
  - (b) up to five Student Trustees, and
  - (c) a minimum of two and up to a maximum of four External Trustees,
 elected in accordance with Articles 14 to 16.
- 13.2 A Trustee is both a company director and a Charity Trustee of Oxford SU and a prospective Trustee must:
  - (a) be eligible for election as a company director and a Charity Trustee, and
  - (b) sign a written declaration of willingness to act as a Trustee and as a Company Law Member.

### **14 Sabbatical Trustees**

- 14.1 Subject to Article 14.2, Sabbatical Trustees must be elected by secret ballot of all Student Members at an election held in accordance with the Bye-Laws. A Sabbatical Trustee shall also be a Sabbatical Officer.
- 14.2 Oxford SU may agree with the University that one or more Sabbatical Trustees should not be elected by all Student Members, but by secret ballot of a relevant section of Student Members.
- 14.3 At the time of election, a Sabbatical Trustee must be a Student Member.
- 14.4 Unless their term of office is terminated earlier in accordance with Article 19 or 20, a Sabbatical Trustee:
  - (a) holds office for a single term of one year commencing in accordance with the Bye-Laws, and

- (b) is not eligible for re-election as a Sabbatical Trustee or as a non-Trustee officer to whom Article 17.1(a) applies.

14.5 A Sabbatical Officer must enter into a contract of employment with Oxford SU for the period of the Sabbatical Officer's term of office as a Sabbatical Officer. Such contract shall relate only to the functions carried out by the Sabbatical Officer as an elected representative, and not to the Sabbatical Officer's role as Trustee (if that person is also a Trustee).

## **15 Student Trustees**

15.1 Subject to Article 15.2 below, Student Trustees shall be elected by secret ballot by the Student Members at an election to be held in accordance with the Bye-Laws

15.2 Each Student Trustee must be a Student at the time of their election or re-election (as applicable).

15.3 Unless their term of office is terminated earlier in accordance with Article 19 or 20, Student Trustees shall remain in office for a term of one year commencing in accordance with the Bye-Laws. The term of office may be shorter or longer on a transitional basis to coincide with the alteration of the year start or end.

15.4 Subject to article 15.2, a Student Trustee may serve a maximum of two consecutive terms.

## **16 External Trustees**

16.1 External Trustees must be elected by Student Council from persons nominated by the Nominations Committee, at an election held in accordance with the Bye-Laws.

16.2 At the time of election, an External Trustee must not be:

- (a) a Student, or
- (b) an employee of Oxford SU, the University, or a college of the University.

16.3 Unless their term of office is terminated earlier in accordance with Article 19 or 20, an External Trustee:

- (a) holds office for a term of up to four years commencing in accordance with the Bye-Laws,
- (b) is eligible for re-election for a second term of up to four years at an election to which the provisions of Articles 16.1 and 16.2 shall apply, and
- (c) may serve for a maximum of two terms in total, whether consecutive or non-consecutive.

16.4 The Nominations Committee shall be a committee of the Trustee Board, under Article 25, and the members of the Nominations Committee must include the Registrar of the University or their nominee.

## **17 Non-Trustee sabbatical and executive officers**

17.1 Bye-Laws may provide for Student Members to be elected as:

- (a) Sabbatical Officers, and
- (b) Executive Officers,

who are not Trustees.

17.2 A non-Trustee officer to whom Article 17.1(a) applies holds office for a single term of one year, commencing in accordance with the Bye-Laws, and is not eligible to hold office for a further term as such a non-Trustee officer or as a Sabbatical Trustee.

## **18 Vacancies**

18.1 In the event of a vacancy in its number, the Board must fill it by election in accordance with the Bye-Laws. The provisions of Articles 14, 15 or 16 (as the case may be) shall apply to the election, save that (in the case of a Sabbatical Trustee or Student Trustee) the Trustee elected holds office for the remaining portion of the term of office of the Trustee whose vacancy is being filled.

18.2 Pending an election under Article 18.1, the Board may co-opt a person, who would at the time of co-option be eligible for election as a Sabbatical Trustee, Student Trustee, or External Trustee (as the case may be), to fill a vacancy in its number.

18.3 A Trustee co-opted under Article 18.2

- (a) holds office for the period specified in the Bye-Laws, subject to a maximum of one year (unless they are subsequently elected under Article 18.1), and
- (b) is not prohibited, by reason of co-option, from being elected as a Sabbatical Trustee, Student Trustee, or External Trustee (as the case may be).

## **19 Disqualification, resignation and removal of Trustees**

19.1 A Trustee shall immediately cease to be a Trustee if:

- (a) the Trustee is disqualified from acting as a company director or Charity Trustee,
- (b) the Trustee becomes bankrupt or makes any arrangement or composition with their creditors,
- (c) in the case of a Sabbatical Trustee, the Trustee ceases to be an Oxford SU employee, howsoever their employment ceases;
- (d) the Trustee resigns by notice to Oxford SU (but only if at least two Trustees will remain in office when the notice of resignation is to take effect),
- (e) the Trustee is incapable, whether mentally or physically, of managing their own affairs and the Board resolves that the Trustee be removed from office,
- (f) the Trustee fails to attend three consecutive meetings of the Board and the Board resolves that the Trustee be removed for this reason,
- (g) the Trustee is removed from office under Article 20,
- (h) in the case of a Sabbatical Trustee or a Student Trustee, they are removed from Student Membership of Oxford SU in accordance with Oxford SU's code of conduct or disciplinary procedure for Student Members; or
- (i) in the case of an External Trustee, they become a Student or an employee of Oxford SU, the University, or a college of the University,

## **20 Removal of Trustees by motion or resolution of no confidence**

20.1 Subject to Article 19 and Article 21, a Sabbatical Trustee shall cease to be a Trustee if a motion of no confidence in that Trustee:

- (a) is passed by a two-thirds majority in a vote of Student Council at each of two successive Student Council meetings, followed by
  - (b) ratification by a simple majority of Student Members voting in a Referendum called by Student Council and held in accordance with Article 12.
- 20.2 If the Sabbatical Trustee is a Trustee to whom Article 14.2 applies, only the relevant section of Student Members entitled to vote at an election of the Sabbatical Trustee may vote in a Referendum under Article 20.1(b).
- 20.3 A Student Trustee or an External Trustee shall cease to be a Trustee if a motion of no confidence in the Trustee is passed by a two-thirds majority in a vote of Student Council at each of two successive Student Council meetings.
- 20.4 An External Trustee shall cease to be a Trustee if a resolution of no confidence is passed by a majority of the other Trustees. For the avoidance of doubt, the Trustee concerned and any Trustee who has a Conflict of Interest must not vote on the resolution.

## **21 Removal of Trustees: right to be heard**

- 21.1 A motion under Article 20.1 or 20.3, or a resolution under Article 20.4 must not be passed unless the Trustee concerned has been given notice in writing that the motion or resolution is to be proposed, specifying the reasons for the proposed removal from office, and has been afforded a reasonable opportunity of being heard by or, at the option of the Trustee concerned, of making written representations to Student Council or the Board (as the case may be).

## **22 Suspension of Sabbatical Trustees**

- 22.1 The Board must suspend a Sabbatical Trustee as a Trustee when that Sabbatical Trustee has been suspended from employment with Oxford SU. During a period of suspension, a Sabbatical Trustee remains a Student Member.

## **THE BOARD'S POWERS AND RESPONSIBILITIES**

### **23 The Board's powers and responsibilities**

- 23.1 The Board is responsible for Oxford SU's management and administration and may exercise all of Oxford SU's powers that are not reserved to Members.
- 23.2 The Board must:
- (a) subject to Article 23.3, ensure Oxford SU's resources, structures and activities are arranged to deliver the Objects and Oxford SU's Policy,
  - (b) ensure that all Students have appropriate access to the services provided by Oxford SU, regardless of whether or not they are Student Members,
  - (c) ensure that Oxford SU's finances operate efficiently and effectively,
  - (d) consider any legal and compliance aspects relating to Oxford SU's activities,
  - (e) establish, publish and administer the complaints procedure required by section 22(2) of the Education Act, and
  - (f) submit a termly report of its work to Student Council.
- 23.3 The Trustees have legal duties as company directors and Charity Trustees, which include ensuring that Oxford SU's funds are used prudently for purposes within the Objects. If a

decision is made, or advice given by Student Members or by Student Council, which the Board reasonably considers incompatible with these duties (having sought advice where appropriate), it may be unable to implement or endorse the decision or advice, and at its discretion the Board may decline to do so. In this Article, “**decision**” includes, but is not limited to, a decision of Student Council, a decision by Referendum, or by resolution (whether ordinary or special) of Student Members at a Student Members' Meeting, or Oxford SU's Policy.

23.4 No alteration of the Articles or the Bye-Laws invalidates any prior act of the Board which would have been valid if that alteration had not been made.

23.5 All acts done at a meeting of the Board, or of a committee of Trustees, are valid notwithstanding the participation in any vote of a Trustee who at the time of the meeting:

- (a) was disqualified from holding office,
- (b) had previously retired or who had been obliged to vacate office, or
- (c) was not entitled to vote on the matter, whether by reason of a Conflict of Interest or otherwise,

if, without the vote of that Trustee and without that Trustee being counted in the quorum, the act was done by a majority of the Trustees at a quorate meeting.

## **24 Delegation by the Board**

24.1 Where the Board may delegate any of its powers conferred on it under the Articles, it may do so:

- (a) to such person or committee,
- (b) by such means (including by power of attorney),
- (c) to such an extent,
- (d) in relation to such matters, and
- (e) on such terms and conditions,

as it thinks fit.

24.2 A delegation may authorise further delegation of the Board's powers by any person to whom, or committee to which, they are delegated.

24.3 The Board may revoke any delegation in whole or part, or alter its terms and conditions.

24.4 Any delegation under this Article does not relieve the Board from responsibility for ensuring compliance with any obligation Oxford SU may have to third parties, or under the law.

## **25 Delegation to committees**

25.1 In the case of delegation under Article 24.1 to a committee:

- (a) the delegation must specify those who are to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number),
- (b) the composition of the committee is at the discretion of the Board and may comprise such of its number (if any) as the delegation may specify (save that any committee dealing with financial matters must include at least one Trustee),

- (c) the committee's deliberations must be reported regularly to the Board and any resolution passed or decision taken by the committee must be reported promptly to the Board, and
- (d) the committee must not knowingly incur expenditure or liability on behalf of Oxford SU except where authorised by the Board or in accordance with a budget approved by the Board,

save that the matters set out in (a) to (d) inclusive may be set out in the Bye-Laws for specific committees.

## **26 Chief Executive Officer**

- 26.1 The Board shall appoint a Chief Executive Officer for such term, at such remuneration and upon such conditions as the Board thinks fit, with responsibility for the day-to-day management of Oxford SU. The Board may remove the Chief Executive Officer.

## **DECISION-MAKING BY THE BOARD**

### **27 Board meetings**

- 27.1 The Board must hold a minimum of three meetings in each Academic Year.
- 27.2 Guests or observers may attend Board meetings at the discretion of the chair of the meeting.

### **28 Calling a Board meeting**

- 28.1 Two Trustees may call a Board meeting and the Chief Executive Officer must do so at the request of two Trustees.
- 28.2 A Board meeting must be called by at least seven clear days' notice unless either:
  - (a) all the Trustees agree, or
  - (b) urgent circumstances require shorter notice.
- 28.3 Every notice calling a Board meeting must specify:
  - (a) the place, date and time of the meeting,
  - (b) the general particulars of all business to be considered at the meeting, and
  - (c) if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

### **29 Participation in Board meetings**

- 29.1 A Board meeting may be held either in person or by suitable Electronic Means, agreed by the Board, by means of which each participant may communicate with all the other participants.

### **30 Quorum**

- 30.1 The Board shall from time to time decide the quorum for Board meetings, but it must never be less than five.
- 30.2 If the total 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.

### **31 Chair and deputy chair**

- 31.1 The Board must elect a Sabbatical Trustee as its chair and another Trustee (other than a Sabbatical Trustee) as deputy chair, in accordance with the Bye-Laws.
- 31.2 In the absence of the chair and deputy chair, another Trustee elected by the Trustees must chair a Board meeting.

### **32 Voting**

- 32.1 Matters for decision at a Board meeting shall be decided by a majority of votes. In the case of an equality of votes, the person presiding as chair of the meeting is entitled to a casting vote in addition to any other vote they may have.

### **33 Decisions without Board meeting**

- 33.1 The Board may by a two-thirds majority take a decision, without holding a meeting, by any means (including by Electronic Means). Such a decision may, but need not, take the form of a resolution in writing.

### **34 Conflicts of Interest**

- 34.1 Subject to Article 35, whenever a Trustee is in a situation that gives rise to, or is reasonably likely to give rise to, a Conflict of Interest, the Trustee must:
- (a) declare the nature and extent of the interest before discussion begins on the matter, unless (or except to the extent that) the other Trustees are or ought reasonably to be aware of it already,
  - (b) withdraw from the meeting or discussion for that item after providing any information requested by the other Trustees,
  - (c) not be counted in the quorum for that part of the meeting or decision-making process,
  - (d) be absent during the vote and have no vote on the matter, and
  - (e) comply with any other requirement which the other Trustees resolve is necessary.
- 34.2 If any question arises as to whether a Trustee has a Conflict of Interest, the question must be decided by a majority decision of the other Trustees.
- 34.3 When a Trustee has a Conflict of Interest which has been declared to the Trustees, the Trustee shall not be in breach of that Trustee's 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.

### **35 The Board's power to authorise a Conflict of Interest**

- 35.1 When a Trustee has a Conflict of Interest, the Trustees who do not have a Conflict of Interest (if they form a quorum without counting the Trustee and are satisfied that it is in Oxford SU's best interests to do so) may by resolution passed in the absence of the Trustee permit the Trustee (notwithstanding any Conflict of Interest which has arisen or may arise for the Trustee) to:
- (a) continue to participate in discussions leading to the making of a decision, or to vote, or both,
  - (b) disclose to a third party information confidential to Oxford SU,

- (c) take any other action, not otherwise authorised, which does not involve the receipt by the Trustee or a Connected Person of any payment or material benefit from Oxford SU, or
  - (d) refrain from taking any step required to remove the conflict.
- 35.2 A Trustee shall not be accountable to Oxford SU for any benefit which the Trustee may derive from any matter, or from any office, employment or position, which has been authorised by the Trustees in accordance with Article 35.1 (subject to any limits or conditions in the authorisation).
- 36 Register of Trustees' interests**
- 36.1 The Board must keep a register of Trustees' interests. A Trustee must declare the nature and extent of any interest, direct or indirect, which the Trustee has (and which has not previously been declared) as soon as the interest arises.

## **TRUSTEES' INDEMNITY**

### **37 Trustees' indemnity**

- 37.1 Without prejudice to any indemnity to which a relevant 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.
- 37.2 Every auditor of Oxford SU may be indemnified in the circumstances and manner set out in Article 37.1.
- 37.3 For the purposes of Article 37.1, a "**relevant Trustee**" means any Trustee or former Trustee of Oxford SU.

## **ENGAGEMENT WITH THE UNIVERSITY AND STUDENTS**

### **38 Engagement with the University and Students**

- 38.1 The Board must
- (a) ensure that Oxford SU operates in a fair and democratic manner,
  - (b) provide such assistance to the University as is required for the University to comply with its obligations under the Education Act, including the prompt supply of reports and other information relating to its financial and other material affairs (including the conduct of elections),
  - (c) allow the University to take such steps as are reasonably necessary to ensure that elections are fairly and properly conducted,

- (d) obtain the approval of the University for Oxford SU's budget in respect of each financial year,
  - (e) at least once in each Academic Year, send to the University an impact report detailing Oxford SU's activities and any other information agreed between the University and Oxford SU,
  - (f) promptly supply to the University such reports and information as the University may require:
    - (i) concerning Oxford SU's finances, or
    - (ii) under any operating agreement between the University and Oxford SU,
  - (g) send to the University the notices, reports and other information relating to Oxford SU's affiliation to external organisations required by section 22(2) of the Education Act, and
  - (h) permit the University to inspect any of the documents referred to in Article 41.1 (Records and accounts) upon reasonable notice to Oxford SU; and the Board must in any event provide the University with a copy of Oxford SU's annual report and statement of accounts as soon as reasonably practicable following their approval by the Board.
- 38.2 If the University notifies the Board that, in its reasonable opinion, the Board has failed to comply with its obligations under Article 38.1(a) or (b), the Board must at Oxford SU's cost take such steps as are reasonably necessary to rectify the situation as soon as possible.
- 38.3 The Board must send to the University and publish to all Students:
- (a) the annual reports referred to in Article 41.1(a),
  - (b) summaries of the impact reports referred to in Article 38.1(e), and
  - (c) the notices, reports and other information referred to in Article 38.1(g).

## **PART 7: ADMINISTRATIVE ARRANGEMENTS AND GENERAL PROVISIONS**

### **39 Communications**

- 39.1 Notices and other documents to be served on Company Law Members or Trustees under the Articles or the Companies Acts may be served:
- (a) by hand,
  - (b) by post, or
  - (c) by suitable Electronic Means.
- 39.2 Notices and other documents to be served on Student Members under the Articles, the Companies Acts or otherwise may be served:
- (a) by hand,
  - (b) by post,
  - (c) by suitable Electronic Means, or
  - (d) by making it available on a website.

- 39.2 The only Address at which a Member is entitled to receive a notice sent by post is an Address in the United Kingdom shown in the register of Members.
- 39.3 Any notice given in accordance with the Articles is to be treated for all purposes as having been received:
- (a) 24 hours after being sent by Electronic Means, or delivered by hand to the relevant Address,
  - (b) two clear days after being sent by first class post to that Address,
  - (c) three clear days after being sent by second class or overseas post to that Address,
  - (d) immediately on being handed to the recipient personally, or, if earlier,
  - (e) as soon as the recipient acknowledges actual receipt.
  - (f) where it is sent or supplied by means of a website, it is deemed to have been received:
    - (i) when the material was first made available on the website; or
    - (ii) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 39.4 A technical defect in service of which the Board is unaware at the time does not invalidate decisions taken at a meeting.

#### **40 Minutes**

- 40.1 The Board must keep minutes of all:
- (a) resolutions of Members in general meeting and of the Board, and
  - (b) proceedings at general meetings and of the Board,
- and any minutes, signed by the chair of the meeting, or by the chair of the next succeeding meeting, shall, as against any Member or Trustee, be sufficient evidence of the resolution or proceedings.
- 40.2 The minutes referred to in Article 40.1 must be kept for at least ten years from the date of the resolution or meeting.
- 40.3 The minutes of the meetings referred to in Article 40.1 must be available to Students on Oxford SU's website, except to the extent that the minutes relate to any reserved or confidential matters, including staff or disciplinary matters.

#### **41 Records and accounts**

- 41.1 The Board must comply with the requirements of the Companies Acts and the Charities Act 2011 as to maintaining a register of Company Law Members, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
- (a) annual reports,
  - (b) annual returns, and

(c) annual statements of account.

41.2 A Company Law Member has the right to ask the Board questions in writing about the content of any document referred to in Article 41.1.

## **42 Irregularities**

42.1 The making of any decision, or the proceedings at any meeting, on the taking of any poll, or on the passing of a written resolution, shall not be invalidated by reason of:

- (a) any accidental informality or irregularity (including any accidental omission to give, or any non-receipt of, notice),
- (b) any lack of qualification in any of the persons present or voting, or
- (c) any business being considered which is not specified in the notice,

unless a provision of the Companies Acts specifies that the informality, irregularity or lack of qualification shall invalidate it.

## **43 Exclusion of model articles**

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

## **44. Limitation on private benefits**

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

Permitted benefits to Company Law Members, Trustees and Connected persons

44.2 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 44.3, 44.4 or 44.5.

44.3 No Trustee may:

- 44.3.1 sell goods, services or any interest in land to Oxford SU;
- 44.3.2 be employed by, or receive any remuneration from, Oxford SU; or
- 44.3.3 receive any other financial benefit from Oxford SU;

unless the payment is permitted by Articles 44.4 or 44.5 or authorised by the court or the Charity Commission.

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

- 44.4.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from Oxford SU in their capacity as a beneficiary of Oxford SU;
- 44.4.2 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;
- 44.4.3 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:
  - (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 44.4.3(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 4.4.3(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 34 (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 34 (Conflicts of interest) must be followed by the relevant Trustee in relation to any decisions regarding such person;
  - (g) subject to Article 44.6, this provision and Article 44.5.3 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;
- 44.4.4 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;
- 44.4.5 a Trustee or a person who is Connected with a Trustee may receive reasonable and proper rent for premises let to Oxford SU;
- 44.4.6 Oxford SU may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 4.1(cc); and
- 44.4.7 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 37; provided that where benefits are conferred under Article 44.4, Article 34 (Conflicts of interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

### **Subsidiary Companies**

- 44.5 A Trustee may receive the following benefits from any Subsidiary Company:
- 44.5.1 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;
  - 44.5.2 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;
  - 44.5.3 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 44.6, this provision and Article 44.4.3 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);

44.5.4 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;

44.5.5 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;

44.5.6 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and

44.5.7 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 44.5.3, 44.5.4 or 44.5.5.

44.6 Where a vacancy arises on the Board of Trustees with the result that Articles 44.4.3 and 44.5.3 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 44.4.3 or 44.5.3 provided that Oxford SU uses all reasonable endeavours to fill the vacancy as soon as possible.

#### **45 Limited liability of Members and guarantee**

45.1 The liability of each Company Law Member is limited to £1, being the amount that each Company Law Member undertakes to pay in the event of Oxford SU being wound up or dissolved while they are a Company Law Member, or within one year after they cease to be a Company Law Member, towards:

- (a) payment of Oxford SU's debts and liabilities contracted before ceasing to be a Company Law Member,
- (b) payment of the costs, charges and expenses of winding up, and
- (c) adjustment of the rights of the contributories among themselves.

#### **46 Dissolution**

46.1 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.

### **MEETINGS**

#### **47 Student Members' meetings**

47.1 Oxford SU shall hold a Student Members' meeting at least once per year, which shall be called and held in accordance with the Bye-Laws. The annual Student Members' meeting shall be held at such time and place as the Trustees shall think suitable to allow the maximum number of Student Members to attend.

47.2 For the avoidance of doubt, any Student Members' meeting held under this Article 47 shall not be a Company Law Meeting of Oxford SU for the purposes of the Companies Acts.

## **COMPANY LAW MEETINGS**

### **48 Company law meetings**

- 48.1 The Trustees may call a Company Law Meeting at any time.
- 48.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.
- 48.3 A Company Law Meeting is likely to only be required where Oxford SU wishes to pass a company law resolution (other than by way of written resolution) in accordance with the Articles and/or the Companies Acts, for example a resolution to amend Oxford SU's Articles of Association.

### **49 Written resolutions**

- 49.1 Except where otherwise provided by the Articles or the Companies Acts, a resolution in writing, passed in accordance with the Companies Acts, is as valid as an equivalent resolution passed at a general meeting, and a resolution in writing may be set out in more than one document.

## **DEFINITIONS AND INTERPRETATION**

### **50 Definitions and interpretation**

- 50.1 In the Articles, the following terms have the following meanings:

<b>Term</b>	<b>Meaning</b>
<b>"Academic Year"</b>	• 1 <sup>st</sup> August to the following 31 <sup>st</sup> July.
<b>"Address"</b>	• includes a number or postal address, or email address used for the purpose of sending or receiving documents by Electronic Means.
<b>"Articles"</b>	• these articles of association of Oxford SU.
<b>"Board"</b>	• the board of Trustees of Oxford SU.
<b>"Bye-Laws"</b>	• bye-laws made pursuant to Article 11.
<b>"Charity Trustee"</b>	• has the meaning given to it in section 177 of the Charities Act 2011.
<b>"Chief Executive Officer "</b>	• the person appointed by the Trustees as chief executive officer under Article 26.
<b>"Companies Acts"</b>	• the Companies Acts (as defined in Section 2 of the Companies Act 2006).
<b>"Company Law Meeting"</b>	• a meeting of the Company Law Members
<b>"Company Law Members"</b>	• the members of the company in accordance with the Companies Acts

<b>“Conflict of Interest”</b>	<ul style="list-style-type: none"> <li>any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation, or otherwise) that conflicts or might conflict with the interests of Oxford SU, because the Trustee or a Connected Person is receiving or may receive a benefit from Oxford SU, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to Oxford SU.</li> </ul>
<b>“Connected Person”</b>	<ul style="list-style-type: none"> <li>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.</li> </ul>
<b>“Education Act”</b>	<ul style="list-style-type: none"> <li>the Education Act 1994.</li> </ul>
<b>“Electronic Means”</b>	<ul style="list-style-type: none"> <li>communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference.</li> </ul>
<b>“Executive Officer”</b>	<ul style="list-style-type: none"> <li>a member of the Student Council Executive Committee.</li> </ul>
<b>“External Trustee”</b>	<ul style="list-style-type: none"> <li>a Trustee elected in accordance with Article 16, or co-opted as an External Trustee under Article 18.</li> </ul>
<b>“Member”</b>	<ul style="list-style-type: none"> <li>a Student Member or Company Law Member, and together <b>“Members”</b>.</li> </ul>
<b>“Nominations Committee”</b>	<ul style="list-style-type: none"> <li>the committee provided for in Article 16.4.</li> </ul>
<b>“Objects”</b>	<ul style="list-style-type: none"> <li>the charitable objects of Oxford SU as set out in Article 3.</li> </ul>
<b>“Oxford SU”</b>	<ul style="list-style-type: none"> <li>Oxford University Student Union, being the charity governed by these Articles of Association.</li> </ul>
<b>“Oxford SU Policy”</b>	<ul style="list-style-type: none"> <li>official Oxford SU policy made in accordance with the Bye-Laws.</li> </ul>
<b>“Referendum”</b>	<ul style="list-style-type: none"> <li>a secret ballot conducted in accordance with the Articles and the Bye-Laws.</li> </ul>
<b>“Sabbatical Officer”</b>	<ul style="list-style-type: none"> <li>a Sabbatical Trustee or a person elected as a sabbatical officer under Article 17.</li> </ul>
<b>“Sabbatical Trustee”</b>	<ul style="list-style-type: none"> <li>a Trustee elected in accordance with Article 14, or co-opted as a Sabbatical Trustee under Article 18.</li> </ul>
<b>“Special Resolution”</b>	<ul style="list-style-type: none"> <li>a resolution agreed by a 75% majority of Members present and voting at a general meeting, or, in the case of a written resolution, by Members who together hold at least 75% of the voting rights.</li> </ul>

<b>"Student"</b>	<ul style="list-style-type: none"> <li>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).</li> </ul>
<b>"Student Council"</b>	<ul style="list-style-type: none"> <li>the student council provided for in Article 9.</li> </ul>
<b>"Student Council Executive Committee"</b>	<ul style="list-style-type: none"> <li>the executive provided for in Article 10 and as outlined in the Bye-Laws.</li> </ul>
<b>"Student Member"</b>	<ul style="list-style-type: none"> <li>has the meaning given to it in Article 6.3.</li> </ul>
<b>"Student Trustee"</b>	<ul style="list-style-type: none"> <li>a Trustee elected in accordance with Article 15, or co-opted as a Student Trustee under Article 18.</li> </ul>
<b>"Subsidiary Company"</b>	<ul style="list-style-type: none"> <li>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.</li> </ul>
<b>"Taxable Trade"</b>	<ul style="list-style-type: none"> <li>carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax.</li> </ul>
<b>"Trustee"</b>	<ul style="list-style-type: none"> <li>a Charity Trustee and company director of Oxford SU.</li> </ul>
<b>"University"</b>	<ul style="list-style-type: none"> <li>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.</li> </ul>

50.2 Unless the context otherwise requires, other words or expressions contained in the Articles have the same meaning as in the Companies Acts.

50.3 Any reference in the Articles to an Act of Parliament includes a reference to that Act as re-enacted or amended from time to time and to any subordinate legislation made under it.

50.4 In the Articles:

**"clear days"** means, 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;

**"document"** includes, unless otherwise specified, any document sent or supplied by Electronic Means; and

**"writing"** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied by Electronic Means or otherwise.