

**RELATIONSHIP AND SERVICE AGREEMENT BETWEEN THE LONDON
SCHOOL OF ECONOMICS AND POLITICAL SCIENCE AND THE LSE
STUDENTS' UNION**

between

(1) THE LONDON SCHOOL OF ECONOMICS AND POLITICAL SCIENCE

and

(2)

**THE STUDENTS' UNION OF THE LONDON SCHOOL OF ECONOMICS AND POLITICAL
SCIENCE**

2016 – 2018

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1. Definitions

1.1. The following definitions are used in this document:

- 'The **School**': the London School of Economics and Political Science.
- 'The **Union**': the Students' Union of the School.

- ‘The **Trustees**’: up to five Officer Trustees, up to six Student Trustees and one External Trustee who have been elected as Trustees (and Directors) of the Union.
- ‘The **Relationship and Services Agreement**: this Relationship and Services Agreement between the School and the Union.
- ‘**Council**’: the governing body of the School.
- ‘**SUARTS**’: the Students’ Union of the University of the Arts, London.

1.2. The main point of contact in the School for issues related to this document is the School Secretary.

1.3. The main point of contact in the Union for issues related to this document is the Chief Executive.

2. Statement of Principles Underpinning the Relationship between the School and the LSESU

The Parties commit themselves to upholding and promoting the eight principles below which underpin excellent working relationships between higher education institutions and students’ unions in accordance with the CUC and NUS “*Supplementary guide regarding the role of university governing bodies in relation to student’s unions*”. The LSE Council nominates the Chief Operating Officer to champion excellent working relationships through the observation of these principles and to ensure that they are embedded.

1. **Strategic Partnership**: the relationship between the School and the LSE Students’ Union will be conducted in a spirit of partnership which will inform the strategic direction of both parties and inform the service agreement which forms part of this Agreement. As a tangible expression of this commitment, there will be informed engagement of LSESU representatives in key School decision-making bodies.
2. **Student Focus**: there will be a shared commitment between the School and the LSE Students’ Union to developing and improving students’ experience of academia and extra-curricular aspects of their lives as students of the School.
3. **Respect and Understanding**: there will be clarity about and mutual understanding of the distinct roles of the School and the LSE Students’ Union and the value which both parties bring to the relationship.
4. **Openness and Trust**: there will be full, open, regular communication between the School and the LSE Students’ Union, and the LSE Students’ Union and the School, on relevant issues, in particular those likely to have an impact on the other party, the student population and other joint stakeholders.
5. **Mutual Support and Commitment**: both parties will strive to ensure that all interactions between them are constructive and will make a demonstrable

commitment to making the relationship work through an investment of time and resources.

6. **Independence:** the School will recognise the value of a strong, student-led Students' Union empowered to determine and manage its own affairs. The LSE Students' Union will recognise the need for the School to balance the interests of a range of stakeholders within a challenging external context.
7. **Accountability:** the Student Union will be accountable to the School as supervisor under the 1994 Education Act and principal funder within a mutually agreed framework which is robust, effective, efficient and compatible with the reporting arrangements of other regulators where appropriate such as the Charity Commission and Companies House.
8. **Equity, Diversity and Inclusion:** the School and the LSE Students' Union will share a commitment to promote equity, diversity and inclusion and the fair treatment of all students and staff.

2.2. Section 3 describes the current respective legal status of the School and the LSE Students' Union. Section 4 sets out the current statutory framework underpinning the relationship between the School and the LSE Students' Union. Section 5 sets out the principles underpinning the governance of the relationship between the School and the Students' Union, including adherence to the NUS Good Governance Code of Practice to which the LSE Students' Union subscribes. Section 6 sets out the current Service Agreement between the School and the Students' Union.

2.3. This Relationship and Service Agreement is reviewed and approved by Council or its delegated representatives annually. This version takes effect on 1 August 2016 and expires on 31 July 2018. The School will make provision within its annual Internal Audit Plan to audit its relationship with the LSE Students' Union on the basis of adherence with the Relationship and Service Agreement.

3. Legal Status of the School and the Union

3.1. The School is a Company Limited by Guarantee (Company Number 70527) under the Companies Act 2006, and an exempt charity under Schedule 3 of the Charities Act 2011. It is governed by its Council in accordance with its Memorandum and Articles of Association.

3.2. The Union is a Company Limited by Guarantee (Company Number 7710669) under the Companies Act 2006 and a Registered Charity (Charity Number 1143103) under the Charities Act 2006. It is governed by a Board of Trustees in accordance with, but not limited to, The Charity Act 2006, the Union's Memorandum and Articles of Association and the Union's Bye Laws.

3.3 The School recognises that the Union has an important role in relation to the advancement of education of students at the School as detailed in the Union's Memorandum

and as such the School will work with the Union to adopt a collaborative approach to maintaining student support and satisfaction.

4. Requirements of the Education Act 1994

4.1. The School and the Union recognise the need to observe the following requirements of Section 22 of the Education Act 1994, which is attached at Annex C. In particular, attention is drawn to the following:

- 4.1.1. The Union must have a written constitution, which Council will review at intervals of no more than five years;
- 4.1.2. Students will have the right not to be a member of, or be represented by, the Union and not be unfairly disadvantaged because of it;
- 4.1.3. The Union will put in place a complaints procedure for students who are dissatisfied in their dealings with the Union, or believe they have been unfairly disadvantaged because they are not a member of it (see Annex B);
- 4.1.4. Council will ensure that appointments to major (sabbatical) offices of the Union are made by secret ballots, which are open to all members of the Union, and that no person will hold a major or sabbatical office of the Union for more than two years in total;
- 4.1.5. Council will take reasonable and practical steps to try to ensure that the Union will conduct student elections fairly and properly. These steps will normally involve the Union setting out an election procedure and list of applicable rules. It will also produce a complaints procedure for students to use if they are dissatisfied with the conduct of an election;
- 4.1.6. Council will take reasonable and practical steps to try to ensure the proper conduct of the Union's financial affairs. These steps will include Council approving and monitoring the expenditure of the Union's annual budget (or 'Subvention');
- 4.1.7. The Union and its members will adhere to the provisions of the School's Code of Practice on Free Speech, which the School will publish;
- 4.1.8. At least annually, the Union will publish, and the School's Finance Committee review:
 - A financial report of its affairs;
 - Details of any donations which it has made to external organisations;
 - Details, including the fees, of any external organisation to which it intends affiliating itself, or already has affiliated itself; and
 - The procedure it uses to allocate resources to its clubs and societies.

Full information on the Union's obligations to comply with section 22 of the Education Act 1994 is at Annexes A and C.

4.2. Although not a requirement of the Education Act, the Union will, in the interests of ethics and transparency, publish a list of any companies or other organisations that donate to, fund or sponsor it or its societies.

5. Governance

5.1. Subject to its statutory responsibilities, the School recognises that the Union is a separate legal entity that:

- Employs its own staff;
- Represents the School's students;
- Has entered into a Collaboration Agreement with the Arts Students Union (Charity Registration Number 1143161).

5.2. The School also recognises that the Trustees of the Union, who are accountable to the Union's members, are responsible for:

- Governing the Union in accordance with its Memorandum and Articles of Association and Bye-Laws; and
- The Union's compliance with relevant legislation, which includes matters of contract, employment, equality, free speech, health and safety, information management (data protection and freedom of information) and purchasing. The Union will also ensure that it complies with the following seven high level principles of the NUS Good Governance Code of Practice:

1. Democracy
2. Openness & Accountability
3. Clarity about the role of the Board
4. Effective Trustees & Board Performance
5. Delivering Organisational Purpose
6. Exercising Control
7. Behaving with Integrity

5.3. The School recognises the Union (and its officers) as the sole representative body of its registered students, and that the Union will select its own representatives to perform this role. The School will involve the Union in the governance of the School in a manner that it considers appropriate, proportionate, relevant and practical. It will inform the Union of instances where representatives of the Union or its societies are failing to attend governance events and meetings, with a view, if necessary, to the Union finding an alternative representative.

5.4. The Parties appreciate that the School and the Union are separate legal entities. However, the Parties agree that, in accordance with the Education Act 1994, the Union is accountable to the School as supervisor and principal funder. The School and the Union therefore agree that constructive interactions will be facilitated to provide both the School and the Union with the opportunity to raise and discuss key concerns in a timely manner. For the avoidance of doubt, the School is permitted to intervene in the affairs of the Union if it believes there is an important reason to do so. An important reason will normally concern

issues of financial management, legal compliance, health and safety, reputational damage and/or good campus relations.

5.5. The Union recognises the School's right to request, review and comment on reports on the Union's level of compliance with relevant legislation and procedures of the School.

5.6. The Union recognises the School's right to request, review and comment on any changes to, and risk assessments of, the Collaboration Agreement between the Union and Arts Students' Union.

5.7. The Union will ensure that its activities, including those of its societies, will, where applicable, adhere to any relevant rules, regulations, policies and procedures of the School, including, but not limited to, any rules, regulations, policies and procedures in the areas of child protection (i.e. students under the age of eighteen), data protection, ethics, equality and diversity, free speech, health and safety, information security, social media, student activities and use of the School's services.

5.8. The Union recognises that the School has separate rules, regulations, policies and procedures. However, the Union agrees that it will work with the School, and vice versa, in relation to student disciplinary matters to enable timely and just resolution under the respective rules, regulations, policies and procedures.

5.9. The Union will decide when to allow members of the public to access its commercial services, provided it is not to the detriment of registered students of the School.

5.10. The Union will ensure that membership of its clubs and societies is open to registered students of the School only; unless it can show that external membership will have a tangible benefit to registered students of the School. When it invites people to its events who are not registered students of the School, the Union will make clear to those people by what rules and regulations they abide.

5.11. The School Secretary will consider requests to provide services or support to students who are not members of the Union, though the School may find it too difficult, disproportionate, impractical or unreasonable in some cases.

5.12. At the start of each academic year, the School will provide the Union with a list that contains the contact names for all those on departmental Staff-Student Liaison Committees.

6. Finance

The School is required under the Education Act 1994 to take such steps as are reasonably practicable to ensure that the financial affairs of the Union are properly conducted and that appropriate arrangements exist for the approval and monitoring of the Union's budget. This oversight may involve a request for specific reports on financial matters, an instruction to address a compliance issue or the School's Internal Auditor/s periodically reviewing the Union's financial management controls. The Union hereby agrees to support the School's

compliance with the Education Act 1994 and in particular, with the requirements as set out in Section 4 of this Memorandum of Understanding. Please refer to Annex A for further information.

7. Media, Communication and use of the School's name, crest or logo

7.1. The Trustees of the Union are responsible and liable for the content of all Union communications and publications and for the actions of Union members involved in their production.

7.2. All of the Union's communications and publications must be clear that they come from, and are on behalf of, the Union. Save for certain trading activities outlined in Section 16 below, the Union will not use the School's name or any of the School's protected logos unless permission is granted by the Director of Communications and Public Affairs or his/her delegated representative.

7.3. Union Societies are part of the Union, not the School. No Society is permitted to refer to itself as being representative of the School in any other way than as a society of the Students' Union. Societies are expressly forbidden from referring to themselves as LSE departments, organisations or services and from using any LSE branding.

7.4. The School reserves the right to take disciplinary action against any registered student who, through any Union activity, publication or communication, brings the School into disrepute or breaches a policy or regulation of the School.

8. IT Services

8.1. The Union will purchase its own IT equipment, though it may use the School's procurement process to do so. The School will charge any costs that it incurs to the Union.

8.2. The School's IMT Division will provide the same level of IT support to the Union as it does to other areas of the School. As such, the School's IMT Division will manage the accounts of the officers of the Union, including access to those accounts.

8.3. The Trustees must ensure that its Users adhere to the Conditions of Use of IT Facilities at LSE.

8.4. The School will provide telephone services to the Union, which will be charged back to the Union.

8.5. IT Services will provide audio-visual (AV) support and equipment for events organised by the Union, provided those events take place in School rooms only.

9. Events, Facilities and Security

9.1. The School and the Union agree on the importance and benefits of extra-curricular activities for students. For this reason, the School will take reasonable steps to enable the Union and its clubs, societies and members to access the facilities and space of the School, including the sports facilities at Berrylands, provided that this access is not disruptive, intrusive, unlawful or unreasonable.

9.2. The Union will ensure that a risk assessment is conducted of any activity or event that it, or its clubs and societies, arrange, as well as for making sure that any actions arising from a risk assessment are properly implemented. The Union agrees to notify the School of any event that they are aware of that may be at risk of being in breach of legislation, such as the Equality Act 2010.

9.3. The School recognises that the Union will need access to a number of different venues and areas of the School for certain events, such as Welcome Week.

9.4. The School and the Union will enter into a separate written agreement, contract or lease to govern the long term allocation of space from the School to the Union.

9.5. The School is responsible for, and control of, security provision on and in all premises of the School, regardless of the event taking place. The School recognises that the Union may hire accredited external security staff to supervise, or help supervise, certain events, but in all such instances, the Union must consult the School before it makes an appointment, as well as meet the cost of any additional security arrangements. If it becomes aware of such an instance, the Union must inform the School of third party security staff (i.e. staff not employed or hired by the School or the Union) attending an event.

9.6. The Union is responsible for the conduct of its members while they are engaged in any activity or event that is endorsed, organised, sponsored, or booked by the Union or its clubs and societies. The Union will take appropriate action where the behaviour of its members falls below that which is expected, or indeed required, by the Union during, or in relation to, its events. The School will also take action when it is considered appropriate to do so, though recognises that its procedures are separate to, and therefore not a replacement for, those of the Union.

9.7. The Union will not promote to its members any events, trips, activities, products or services which are provided, arranged or run by an external organisation (i.e. non-Union or non-School body), unless it makes clear in the promotion which organisation or person is responsible for the event, trip, activity, product or service. The Union will use its best endeavours to make clear when students are being invited to attend a Union-only event.

9.8. The Union and its clubs, societies and members will book sporting fixtures at Berrylands through the Union's Student Activities Team, and venues for events through the School's room booking procedure. The Union will be responsible for the bookings which its clubs, societies and members make through the School.

9.9 The Union and its clubs, societies and members will ensure that all Union events and activities on LSE premises or on Houghton Street are run in accordance with the School's Code of Practice on Free Speech; and that events in venues booked through the School's room booking procedure are booked and run in accordance with the relevant rules and guidance, available on the LSE website and from the Conference and Events Office.

9.10. The School will not normally deem the Union to be responsible for the actions of individuals who are not members of the Union, provided the Union or its clubs and societies had no involvement in those individuals attendance at an event.

10. Conduct on LSE Premises or in Houghton Street

10.1 The Union must make any payment of funds to its clubs and societies on the following conditions:

- a) Save for those concerning student elections, or unless the School has granted permission to do otherwise, all posters and banners must be displayed on designated notice boards only. The School's security staff will remove any unauthorised posters or banners and the School will invoice the Union for any damage caused by unauthorised posters or banners;
- b) The School permits the reasonable use of audio equipment on stalls or for any event provided it causes no disruption or disturbance;
- c) Furniture must be returned to the place from where it came immediately after an event has finished or a stall has closed;
- d) Any litter or discarded leaflets or papers must be cleared immediately after an event; and
- e) Activities and events must be lawful, inoffensive, safe and in no way detrimental to the purposes, reputation and communities of the School and the Union. The School reserves the right to cancel an activity event that it considers to be otherwise, normally after it has consulted the Union.

10.2. The Union must have a procedure in place to deal with misconduct or breaches of the School's or the Union's rules on campus or Houghton Street. The Police and Westminster Council are ultimately responsible for law and order on Houghton Street, because it is a public thoroughfare.

11. Opening Times of the School

11.1 The Union and its clubs and societies will arrange activities and events in accordance with the opening times of the School, which are set out on the webpages of the Security Team. This section excludes the opening times of the Library.

12. Admission of the Press

12.1. The permission of the School Secretary or Director of Communications and Public Affairs must be sought for representatives of the press, radio or television to attend a student-led activity that is held inside of, or on, premises which are managed by the School, if the strategy or day-to-day business of the School is likely to be discussed. While this requirement does not extend to premises which are managed by the Union, this organisation will use its best endeavours to forewarn the School of any visits which representatives of the press, radio or television make to premises which it manages, to discuss the strategy or day-to-day business of the School. For the avoidance of doubt, this applies to activities or events organised by the Union affiliated clubs or societies.

13. Sale of Alcohol

13.1. Alcohol must be sold in licensed areas only.

13.2. The Union will apply to the relevant Council's licensing department to sell alcohol outside of the currently licensed hours.

14. The Deduction of Costs

14.1. The School will deduct from a Subvention payment any costs that the School has incurred in relation to any unacceptable, unlawful or unreasonable activities which are deemed to be the responsibility of the Union. Unreasonable activities include activities that conflict with, and possibly cause harm to, the School's revenue activities. The School, via the School Secretary, will take account of any representations of the Union. No single deduction will exceed £25,000.

14.2. The School will provide the Union with a breakdown of any deduction from a Subvention. The Union can appeal against the Secretary's decision by writing to the School's Director of Finance and Facilities within ten working days of it receiving this breakdown. The Director of Finance and Facilities' decision will be final.

15. Timetabling

15.1. The School and the Union recognise that while the main (Houghton Street) site is being redeveloped, the School's ability to timetable classes and lectures around certain events is severely restricted. The School will, however, use its best endeavours to limit classes and lectures taking place on Wednesday afternoons in keeping with the agreement reached through the Student Affairs Committee in 2010 and also during Friday prayers. If the Union's General Secretary wishes to pursue the matter, s/he will approach the Academic Registrar.

16. Trading Activities

16.1. The Union may operate legitimate trading activities within the School, provided those activities are consistent with its charitable aims and objectives and in no way conflict with the

aims, objectives and working of the School. The Union will use its best endeavours to make clear when students are being invited to attend a Union-only event.

16.2. The Union is responsible and liable for its trading operations, including but not limited to the employment of staff and sale of alcohol.

16.3 The Union will be permitted to use the LSE logo, crest, and London School of Economics name on items of merchandise, provided these items are sold by the Union only, lawful, inoffensive and safe. The School will consider whether an offence is serious and/or widespread, if it receives a complaint to this effect.

16.4 The School will take account of any Union activities that conflict with, and possibly cause harm to, its revenue activities, in the annual subvention.

17. Data sharing

17.1. The School and the Union will take reasonable steps, such as entering into a Data Sharing Agreement, to, at all times, comply with data protection legislation and the School's information security policies and procedures to disclose, exchange or store information.

18. Dispute Resolution

18.1. Save for where this document states otherwise, if a disagreement or complaint about any of the working arrangements that are set out in this Memorandum arises and cannot be resolved at a local level:

- The School should ask the School Secretary to present its grievances in writing to the General Secretary of the Union; or
- The Union should ask the General Secretary to present its grievances in writing to the School Secretary.

18.2. The School Secretary and General Secretary of the Union will take no longer than ten working days to respond to any grievance that they may receive from the other person, unless in advance of this deadline, they present good reason to the other person for not doing so.

19. Signatures

Signed on behalf of the School: Andrew Webb **Andrew Webb, School Secretary**

Date: 07-06-17

Signed on behalf of the Union: [Signature] **Busayo Twins, the Union General Secretary**

Date: 06/06/2017

ANNEX A CODE OF PRACTICE

In accordance with section 22 of the Education Act 1992 (Annex C), this Code of Practice sets out how the provisions of the Education Act 1994, as set out in clause 4 of the Relationship and Services Agreement, are to be implemented. In doing so, the School has referred to the NUS “*Supplementary guide regarding the role of university governing bodies in relation to student’s unions*” (Annex D).

Approval of Governing Documents

As stated in the Memorandum of Understanding between the School and the Union, the Union must have a written constitution which will be subject to the School's approval and review at intervals of not more than five (5) years.

Therefore, the Union will provide to the School a copy of their written constitution promptly and will work with the School to ensure that any governing document is agreed between the Parties.

Right not to be a member

The Education Act 1994 states that students should have the right to choose to not be a member of the Union and that if a student decides to exercise this right, they must not be subjected to any unfair disadvantage as a result.

In light of the above, the Union will ensure that students are made aware that there is a right to choose to not be a member of the Union and that they will not suffer any unfair disadvantage as a result of their decision to elect to not be a member of the Union.

Fair and Democratic

Under the Education Act 1994, the School must satisfy itself that elections are fair and properly conducted. As such, Council will ensure that appointments to major (sabbatical) offices of the Union are made by secret ballots, which are open to all members of the Union, and no person will hold a major or sabbatical office of the Union for more than two (2) years in total.

The Union will provide the School with a declaration to the effect that elections will be fair and properly conducted and will also provide the School with any relevant policy in relation to this annually.

Financial Accountability

The School, through its Academic Planning and Resources Committee (APRC), will allocate funds to the Union by the means of an annual block grant, or 'Subvention', payable in four equal instalments on 1 August, 1 November, 1 February and 1 May of each academic year, subject to the Union appointing two independent trustees, and trustees to be in post for more than a year.

The School recognises that the Trustees of the Union are responsible for the expenditure of the Union's Subvention, and as such, ensuring that it is lawful, transparent and correctly reported under the Education Act 1994 and Charities Act 2011. This latter Act requires the Union to submit an Annual Return, Annual Accounts and Trustees' Annual Report to the Charity Commission. The Trustees must familiarise themselves with the requirements of both Acts.

The Union is aware that it can make donations or affiliate itself to external organisations only if the issue with which the external organisation is concerned affects the present and future members of the Union. Moreover, the Union understands that any donations to external organisation are reasonable, of genuine benefit to its members and proportionate to its resources and other commitments.

The Trustees will appoint an external agency to audit the Union's annual accounts; and the Union will send the external agency's Audit Findings Report to the School's Finance Director within two weeks' of its completion.

Affiliations

Where the Union makes the decision to affiliate to an external organisation, it will publish notice of its decision. In addition, an annual report will be provided which will contain a list of all the external organisations to which the Union is currently affiliated, and details of subscriptions or similar fees paid to such organisations.

The Union will ensure that there are procedures for the review of affiliations to external organisations under which the current list of affiliations is submitted for approval by members at least annually.

Complaints

The School recognises that the Union has a separate complaints procedure to the School. Please refer to Annex B.

Informing Students

The Memorandum of Understanding and this Code of Practice will be made publicly available. In addition, the documentation will be made available upon request.

ANNEX B LSESU COMPLAINTS PROCEDURE

The School and the Union agree to use the following procedure to deal with complaints from registered students of the School, which are made on one or both of the above grounds:

- Dissatisfaction in their dealings with the Union; and/or
- Being unfairly disadvantaged because they have withdrawn from, or indicated that they do not want to be represented by, the Union.

Stage One

1. The Complainant must submit his/her Complaint in writing to the General Secretary of the Union within 10 working days of the alleged incident/s. The Complainant may submit his/her Complaint to another Sabbatical Officer, if his/her Complaint in any way concerns the actions of the General Secretary.
2. The General Secretary will decide how best to resolve the Complaint, normally by overseeing an investigation that may involve him/her being assisted by other appropriately placed members of the Union's staff, or by arranging for the case to be considered under a more suitable procedure of the Union.
3. The General Secretary of the Union will convey his/her decision to the Complainant normally no later than 10 working days from the date that s/he received the Complaint. S/he will explain the reasons behind his/her decision and inform the Complainant of his/her right to appeal to the School Secretary.

Stage Two

4. If the Complainant is dissatisfied with the way the Union has handled his/her Complaint, or believes the General Secretary's decision to have been unreasonable, then s/he can submit a written Appeal to the School Secretary. The School must receive the Appeal no later than 5 working days from when the Complainant read the General Secretary's decision.
5. The School Secretary will decide whether there are sufficient grounds to consider the Appeal, and if so, how best to deal with it. S/he will convey her decision to the Complainant normally no later than 10 working days from the date that s/he received the Appeal. The Secretary's decision will be the final stage of this Procedure.

Confidentiality

6. The School and the Union will treat information relating to complaint as confidential unless the non-disclosure of it will hinder an investigation or if there is a legal obligation to disclose it. The School and the Union will not normally investigate anonymous complaints.

Victimisation

7. If necessary, the School and the Union will put in place measures to protect a student from discrimination or victimisation because s/he submitted a complaint.

Vexatious Complaints

8. The School and the Union will consider disciplinary action against a student who submits a vexatious complaint.

Changes to Procedure

9. Changes to, or deviations from, this Procedure will not invalidate an investigation or decision, provided the changes or deviations are fair, reasonable and proportionate to the matter being investigated.

Monitoring

10. The Union will monitor complaint data with a view to addressing bad practice and improving its services.

**ANNEX C
EXCERPT OF THE EDUCATION ACT 1994**

22 Requirements to be observed in relation to students' unions

- (1) The governing body of every establishment to which this Part applies shall take such steps as are reasonably practicable to secure that any students' union for students at the establishment operates in a fair and democratic manner and is accountable for its finances.
- (2) The governing body shall in particular take such steps as are reasonably practicable to secure that the following requirements are observed by or in relation to any students' union for students at the establishment—
- (a) the union should have a written constitution;
 - (b) the provisions of the constitution should be subject to the approval of the governing body and to review by that body at intervals of not more than five years;
 - (c) a student should have the right—
 - (i) not to be a member of the union, or
 - (ii) in the case of a representative body which is not an association, to signify that he does not wish to be represented by it,and students who exercise that right should not be unfairly disadvantaged, with regard to the provision of services or otherwise, by reason of their having done so;
 - (d) appointment to major union offices should be by election in a secret ballot in which all members are entitled to vote;
 - (e) the governing body should satisfy themselves that the elections are fairly and properly conducted;
 - (f) a person should not hold sabbatical union office, or paid elected union office, for more than two years in total at the establishment;
 - (g) the financial affairs of the union should be properly conducted and appropriate arrangements should exist for the approval of the union's budget, and the monitoring of its expenditure, by the governing body;

- (h) financial reports of the union should be published annually or more frequently, and should be made available to the governing body and to all students, and each such report should contain, in particular—
 - (i) a list of the external organisations to which the union has made donations in the period to which the report relates, and
 - (ii) details of those donations;
- (i) the procedure for allocating resources to groups or clubs should be fair and should be set down in writing and freely accessible to all students;
- (j) if the union decides to affiliate to an external organisation, it should publish notice of its decision stating—
 - (i) the name of the organisation, and
 - (ii) details of any subscription or similar fee paid or proposed to be paid, and of any donation made or proposed to be made, to the organisation,

and any such notice should be made available to the governing body and to all students;
- (k) where the union is affiliated to any external organisations, a report should be published annually or more frequently containing—
 - (i) a list of the external organisations to which the union is currently affiliated, and
 - (ii) details of subscriptions or similar fees paid, or donations made, to such organisations in the past year (or since the last report),

and such reports should be made available to the governing body and to all students;
- (l) there should be procedures for the review of affiliations to external organisations under which—
 - (i) the current list of affiliations is submitted for approval by members annually or more frequently, and
 - (ii) at such intervals of not more than a year as the governing body may determine, a requisition may be made by such proportion of members (not exceeding 5 per cent.) as the governing body may determine, that the question of continued affiliation to any particular organisation be decided upon by a secret ballot in which all members are entitled to vote;
- (m) there should be a complaints procedure available to all students or groups of students who—

- (i) are dissatisfied in their dealings with the union, or
- (ii) claim to be unfairly disadvantaged by reason of their having exercised the right referred to in paragraph (c)(i) or (ii) above,

which should include provision for an independent person appointed by the governing body to investigate and report on complaints;

- (n) complaints should be dealt with promptly and fairly and where a complaint is upheld there should be an effective remedy.
- (3) The governing body of every establishment to which this Part applies shall for the purposes of this section prepare and issue, and when necessary revise, a code of practice as to the manner in which the requirements set out above are to be carried into effect in relation to any students' union for students at the establishment, setting out in relation to each of the requirements details of the arrangements made to secure its observance.
- (4) The governing body of every establishment to which this Part applies shall as regards any students' union for students at the establishment bring to the attention of all students, at least once a year—
- (a) the code of practice currently in force under subsection (3),
 - (b) any restrictions imposed on the activities of the union by the law relating to charities, and
 - (c) where the establishment is one to which section 43 of the Education (No.2) Act 1986 applies (freedom of speech in universities and colleges), the provisions of that section, and of any code of practice issued under it, relevant to the activities or conduct of the union.
- (5) The governing body of every establishment to which this Part applies shall bring to the attention of all students, at least once a year, and shall include in any information which is generally made available to persons considering whether to become students at the establishment—
- (a) information as to the right referred to in subsection (2)(c)(i) and (ii), and
 - (b) details of any arrangements it has made for services of a kind which a students' union at the establishment provides for its members to be provided for students who are not members of the union.
- (6) In subsections (2), (4) and (5) the expression "all students" shall be construed as follows—
- (a) in relation to an association or body which is a students' union by virtue of section 20(1), the reference is to all students at the establishment;

- (b) in relation to an association or body which is a students' union by virtue of section 20(2), the reference is to all undergraduate, or all graduate, students at the establishment or to all students at the hall of residence in question, as the case may be;
 - (c) in relation to an association or body which is a students' union by virtue of section 20(3), the reference is to all the students who by virtue of section 20(1) or (2) are comprehended by that expression in relation to its constituent or affiliated associations or bodies.
- (7) In this section the expression "members", in relation to a representative body which is not an association, means those whom it is the purpose of the union to represent, excluding any student who has exercised the right referred to in subsection (2)(c)(ii).
- (8) In subsection (2)(j) to (l) the references to affiliation to an external organisation, in relation to a students' union for students at an establishment, include any form of membership of, or formal association with, an organisation whose purposes are not confined to purposes connected with that establishment.
- (9) Subsection (2)(d) and (l)(ii) (elections and affiliations: requirements to hold secret ballot of all members) do not apply in the case of an open or distance learning establishment, that is, an establishment where the students, or the great majority of them, are provided with materials for private study and are not required to attend the establishment to any significant extent or at all.

ANNEX D
NUS Supplementary Guide

http://www.universitychairs.ac.uk/wp-content/uploads/2016/02/guide_for_members_of_higher_education_bodies.pdf