

### REGULATION 3: THE STUDENTS' UNION

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1. Pursuant to Article 9 of the Charter, there shall be a students' union of the University. The name of the union shall be 'THE UNIVERSITY OF SUSSEX STUDENTS' UNION' (hereinafter called the 'Union').
2. The aims of the Union shall be as stated in the Constitution of the Students' Union.
3. The membership of the Union shall be as stated in the Constitution of the Students' Union.
4. The Constitution prepared by the Union subsidiary to this Regulation for the furtherance of the aims of the Union, and any subsequent amendments thereto, shall take effect and be binding on all members of the Union upon the approval of the members of the Union as defined in the Constitution, and upon the approval of Council of the University.

The Constitution shall (in particular and without limiting the generality thereof) make provision for (*inter alia* [among other things]) the calling, holding and conduct of General Meetings of the Union; for the election and responsibilities of officers of the Union; for the establishment and conduct of all the Committees of the Union; and for the affiliation of student federations, societies and clubs to the Union.

5. The Union shall be funded from the University's general income through the normal planning and budgetary processes currently in force for University budgetary centres and spending units, and shall be accountable to Council of the University for the expenditure of the funds allocated to it within such more detailed prescriptions as Council may require from time to time. The Union shall be required to observe the financial regulations and procedures prescribed by Council for the expenditure of University funds and, in particular, shall present its budget and accounts annually to Council or to such other body as Council may nominate.
6. The accounts of the Union shall be audited annually by a member of a body of accountants established in the United Kingdom and for the time being recognised for the purposes of the Companies Act. The accounts shall be presented in an annual report to the members of the Union.

MEMORANDUM OF UNDERSTANDING  
Between  
The University of Sussex  
And  
The University of Sussex Students' Union

**PREAMBLE**

The University of Sussex and the Students' Union, in the 50<sup>th</sup> year of their joint existence, wish to set out in this document some principles underlying the relationship between the two bodies.

The Students' Union is referred to in the Royal Charter that establishes the University of Sussex. Under the Charter and under the Education Act 1994, the Constitution is to be prescribed by the Council as governing body.

The Union intends to become a charitable Company limited by guarantee as from 2011/12. The Union and University agree that the relationship hitherto enjoyed by the two bodies should not change as a result of this change in legal status.

**1. Introduction**

- 1.1 This agreement sets out an understanding between the parties on the provision of services. It is intended to create a positive working arrangement between the University and the Union. The agreement describes principles rather than detailed practice, which may be set out in related documents.
- 1.2 This agreement takes effect from 1st August 2011 and will be reviewed no later than the 2013/14 Academic Year. It may be amended at any time by agreement between the Chief Operating Officer on behalf of the University Council and the President on behalf of the Union Council.
- 1.3 Nothing in this Agreement shall be construed as creating a legal relationship between the parties. Any disagreement over interpretation or implementation will be resolved using the established channels of communication set out in this document.
- 1.4 Neither party shall assign or transfer any of its rights or obligations in this Memorandum without prior consent of the other party.

**2. Principles**

- 2.1 The University of Sussex Students' Union plays many roles in student life:
  - as a representative of student views,
  - as a coordinator of student activities,
  - as a provider of welfare and advice services,
  - as an advocate for individual students,
  - and as a retail business providing commercial services to the campus community.

- 2.2 The University of Sussex values the relationship with the Students' Union. The University recognizes the Union as the primary representative body for all Sussex students, and encourages students to participate in their union.
- 2.3 The University recognises the important role that the Union plays in the advancement and delivery of a positive student experience for all students.
- 2.4 The University is committed to a close working relationship and effective communication on matters affecting both the Union and the student community.
3. **The University agrees to:**
  - 3.1 Continue to provide an annual block grant to the Union to fund the Union's core services to students, as laid out under "Financial Relationship" below;
  - 3.2 Continue to provide premises for the Union's purposes, any change to the space occupied or services provided to be subject to agreement between the two parties;
  - 3.3 Make available to the Union and subsidiaries information technology, communication and other facilities to the same extent as provided to Schools and other units. These facilities include, but are not limited to, internal post and telephone, e-mail and internet services, room bookings for Union events.
  - 3.4 Provide contact details of all students to enable the Union to fulfill its duty under the Companies Act to maintain a register of members.
  - 3.5 Extend to the permanent staff of the Union and subsidiaries those facilities provided to University staff including sports, access to the Library, parking facilities etc.
  - 3.6 Provide access for Union Officers and staff to training and development opportunities provided by the University's Staff Development Unit.
  - 3.7 Maintain the agreed channels of communication as set out in this document.
  - 3.8 Ensure that the Union is fully engaged in the development, implementation and monitoring of the University's plans and policies.
4. **The Students' Union agrees to:**
  - 4.1 Ensure that the Grant is used solely in pursuit of its charitable objects;
  - 4.2 Ensure that it has in place appropriate arrangements for financial management, accounting and purchasing, and for achieving value for money.
  - 4.3 Submit annual audited accounts and other periodic in accordance with the timetable required by the University;
  - 4.4 Inform the University where any of the Grant or other funds have been misappropriated or subject to a fraud or attempted fraud;
  - 4.5 Prepare annually, and submit according to the agreed timetable, a Budget for the year ahead as laid out under "Financial Relationship" below;
  - 4.6 Prepare each year an Annual Report which will be made available to students and the University Council. The Report is to contain, among other material:

- A statement that the Union operates in a fair and democratic manner and that it has properly accounted for its finances.
  - A report on the conduct and outcome of elections and appointments of Union Officers and Union Trustees, which must confirm that they have been fairly and properly conducted.
  - A list of the external organisations to which it is currently affiliated and the details of any donations, subscriptions or similar fees paid to such organisations since its previous Annual Report.
  - A report on any long term or substantial short term borrowing, or any sale, transfer, lease assignment or disposal of any real or other assets valued at more than £25000.
- 4.7 Maintain the agreed channels of communication as set out in this document.
- 4.8 Maintain appropriate insurance arrangements against all reasonably foreseeable liabilities.
- 4.9 Ensure that the University is kept apprised of the development, implementation and monitoring of the Union's forward plans.
- 4.10 Maintain and publish its own procedure for considering complaints regarding its services. Such procedure shall ensure that complaints are dealt with in an impartial, effective and timely manner. Where a complaint is not resolved through such procedure the Students' Union will refer it within ten working days to the Secretary to Council to be considered by the University.
- 4.11 Comply with the requirements of the Education (No 2) Act 1986 in relation to ensuring freedom of speech and to this end shall comply with the University's Policy on Freedom of Speech. This shall include the content of posters, notices, temporary signs and literature distributed on Union premises and where clubs and societies are using other University space.
- 4.12 Ensure that bars and entertainment operated on the premises shall be operated responsibly and with consideration for the occupiers of neighbouring premises and in accordance with current Licensing Laws. All licensees shall hold the National Licensees Certificate.
- 5. Financial Relationship**
- 5.1 The University is the principal funder of the Students' Union and the majority of this funding is in the form of the annual block grant agreed by the University Council and its relevant sub-committee after negotiation between the University and Union.
- 5.2 In accordance with s.22 of the Education Act 1994, the University Council shall exercise its statutory accountability for, and control of, the proper conduct of the Students' Union's finances through the following annual procedures for the approval of the Students' Union's budget and for the monitoring of its expenditure.
- 5.3 The Students' Union, like other spending units in the University, will normally expect to be notified by early May of its provisional allocation of funds for the following financial year.
- 5.4 The Students' Union shall prepare each year a detailed budget submission for the Union of its estimated income and expenditure for the following Financial Year (the "**Budget**").

- 5.5 The Students' Union shall prepare and update each Financial Year a forecast of its estimated income and expenditure for the subsequent 3 Financial Years (the "**Forecast**").
- 5.6 The relevant senior staff member of the Students' Union shall meet with the University to discuss the Budget, the Forecast and accounts at the University's request.
- 5.7 The University Council or relevant sub-committee, shall consider the Budget and, if it considers appropriate, hear presentations from the Students' Union in relation to the Budget. The amount of the Grant for any Financial Year shall be decided by the University Council after considering the Budget and the report of the Finance Director of the University.

## **6. Channels of Communication**

The University and Students' Union have regular communication at all levels:

- 6.1 The main high level communication is via the student officers and the senior managers of the University, who will meet regularly for this purpose. Students' Union staff and student officers may access members of the administration direct on any issue. The Vice Chancellor will meet with student officers on a regular basis or as necessary.
- 6.2 Elected Union officers sit on Senate, Council and many committees within the University structure.
- 6.3 The Students' Union/Vice Chancellor's Executive Liaison Group (ELG) meets regularly to discuss matters of common concern.
- 6.4 There are established arrangements in Schools and Departments involving Students' Union Officers and Student Reps.
- 6.5 Likewise, there are specialist groupings of staff, for example in Welfare and Advice or Sports, where Union staff and elected officers play a full part alongside University representatives.
- 6.6 From time to time either party may be critical of the decisions or actions of the other. Both the University and the Students' Union will endeavour to use the established channels of communication in such a way that the long-term relationship is maintained and with consideration to the long-term reputation of the institution.

***Updated in June 2018 to reflect change from Registrar and Secretary to Chief Operating Officer***