

Heads of Terms for new Student Group Agreement

This document sets out the key terms of the proposed new agreement between Durham Students' Union and its Student Groups. This document is not intended to be legally binding.

BACKGROUND

1. Durham Students' Union wants all of its students to have amazing experiences with the student groups that they join, because those Groups, and the communities that they create, are integral to Durham student life and to Durham Students' Union's ambition as being one of the best, if not the best, union of students.
2. To achieve this, Durham Students' Union wants to support its Student Groups to ensure that they are run effectively, are appropriately supported, and operate in a legally compliant way so as to protect the reputation etc of the group itself, and of its members.
3. Student Groups are essential to promoting Durham Students' Union's vision, values and charitable objects. However, the relationship between Durham Students' Union and its Student Groups is not, and should not be, one sided. Durham Students' Union expects certain reasonable commitments from its Student Groups in return. The relationship is one of give and take.
4. The purpose of the new Student Group Agreement is therefore to set out what each party expects to give to, and receive from, the other.
5. For that Agreement to truly reflect the 'give and take' relationship, and to really 'work', it needs to be created with the interests of both the Student Groups and Durham Students' Union in mind. The skeleton proposal below has therefore been drafted by Durham Students' Union for comments from the working group representing the Student Groups before presentation to the Societies Committee.

STUDENT GROUP AGREEMENT

1. WHO DOES THIS AGREEMENT APPLY TO?

- 1.1 Durham SU
- 1.2 All Student Groups – societies, media groups, Associations, Nightline

2. HOW LONG SHOULD THIS AGREEMENT LAST?

- 2.1 Student Groups will need to sign up to this when first registering as a Student Group, and annually as part of the re-registration process.
- 2.2 Student Groups acknowledge that re-registration is not automatic.

3. WHAT PRINCIPLES UNDERPIN THE RELATIONSHIP BETWEEN DURHAM SU AND THE STUDENT GROUPS?

- 3.1 The Student Groups are not separate legal entities but instead form part of Durham SU. This means that the Student Groups are ultimately accountable to the Durham SU Board of Trustees, and that Durham SU is ultimately responsible for the actions of the Student Groups.
- 3.2 With the above in mind, examples of the principles that underpin the relationship include:
 - 3.2.1 Respect and understanding i.e. clarity and mutual understanding between the parties about their respective roles and what each party brings to the relationship.
 - 3.2.2 Mutual support and commitment i.e. commitment of both to making the relationship work.
 - 3.2.3 Trust and openness i.e. being open with each other and building trust.
 - 3.2.4 Autonomy i.e. recognition that the Student Groups should be empowered to manage their own affairs, but that given the increased regulatory environment, Student Groups need to respect the controls and oversight that arise through affiliation with Durham Students' Union, for their own benefit.
 - 3.2.5 The need to protect those decision makers within the Student Groups and ensure that Durham SU has effective responsibility for them and their actions.
 - 3.2.6 Diversity and equality i.e. both parties are committed to the fair treatment of all.
 - 3.2.7 Good stewardship of resources.
 - 3.2.8 Being proud and upholding each other's good reputation.

4. WHAT SUPPORT ETC CAN DURHAM SU PROVIDE TO ITS STUDENT GROUPS?

- 4.1 Getting involved in a Student Group is one of the most fun and useful things students will do at University. Through joining a Student Group, students will meet new people, enjoy new activities, broaden their horizons, have access to valuable advice, and develop new skills to enhance their CV. This is why Durham SU is committed to providing support and resources to its Student Groups to enable them to operate effectively.

- 4.2 The Student Group Agreement will need to set out, so far as possible, the support and resources that Durham SU does and can provide to its Student Groups. By way of illustration, see Appendix 1 for the support listed in the existing Student Group Agreement.

5. WHAT SHOULD THE STUDENT GROUPS DO IN RETURN FOR SUPPORT?

- 5.1 Each Student Group will:

- 5.1.1 At all times comply with:

- (a) Its constitution;
- (b) The terms of the Student Group Agreement;
- (c) The law and regulation in so far as relevant to its activities, in particular charity law, data protection law, health and safety law, and safeguarding regulations;
- (d) Are there any specific policies etc that should be specifically brought to the Student Group's attention. For example:
 - (i) Events Policy (which provides that Student Groups do not have automatic access to insurance etc by virtue of their registration as a Student Group; they will need to firstly carry out an appropriate risk assessment which will need to be approved by Durham SU).
 - (ii) Licence agreement with Durham University, where used in the name of the Student Group.
 - (iii) The Student Group Code of Conduct.

- 5.1.2 Comply with its obligations in relation to the provision of a development plan and budget (see below).

- 5.1.3 Regularly report to Durham SU (see below).

- 5.1.4 Give notice to the Durham SU Board, in accordance with the Student Group's constitution, of relevant general meetings and all AGMs so as to allow a Durham SU representative to attend/speak at those if appropriate.

- 5.1.5 Ensure that its Officers undergo appropriate and regular training, and that all members working with vulnerable groups act in line with Safeguarding Policy, which will usually mean they are DBS checked and undergo relevant safeguarding training.

- 5.1.6 Process complaints through the Durham SU complaints procedure.

- 5.1.7 Complies with risk assessment processes, such that all events are covered by appropriate and adequate insurance.

- 5.1.8 Notify Durham SU immediately in the event that it becomes aware of any breach of its constitution, breach of this Agreement or any other action which could be detrimental to the interests or reputation of the Student Group, of Durham SU, or of Durham University.

- 5.1.9 Unless otherwise agreed with Durham SU Finance Committee, on the recommendation of the Chief Executive of Durham SU, deposit all of that Student Group's funds into the Durham SU bank account, as nominated by Durham SU from time to time.

- 5.2 Each Student Group will not:
- 5.2.1 Enter into any contracts for and on behalf of Durham SU (including sponsorship contracts) without the prior written approval of Durham SU.
 - 5.2.2 Make any commitments/promises to third parties for and on behalf of Durham SU, without the prior written approval of Durham SU.
 - 5.2.3 Bring the name of Durham SU or Durham University into disrepute.
 - 5.2.4 Make statements or comments in or to the press on behalf of Durham SU, unless those statements or comments are pre-approved by Durham SU
 - 5.2.5 Hold fundraising activities to subsidise activity costs; only fundraising activities which directly further the Student Group's aims are permitted.
 - 5.2.6 Purport to employ any persons.
 - 5.2.7 Unless otherwise agreed with Durham SU Finance Committee, on the recommendation of the Chief Executive of Durham SU, maintain its own bank account.

6. RISK ASSESSMENTS

- 6.1 First and foremost, Durham SU wants its Student Groups to do exciting "stuff". Risk assessments are not intended as a barrier to Student Group activities, but a means to enable them to take place safely. Durham SU is there to help Student Groups carry out those assessments.
- 6.2 Each Student Group should ensure that they carry out suitable risk assessments in relation to each of their activities and events to ensure not only the health and safety and wellbeing of their members, but also ensure that reputations (e.g. of the Student Group, Durham SU and, where relevant, the University), are preserved. Where risks are identified, Student Groups will ensure that an appropriate plan is put in place and executed to mitigate the risks identified.
- 6.3 Student Groups shall make all risk assessments and controls plans available to a nominated representative of the board of Durham SU upon request.
- 6.4 Durham SU, for insurance purposes, will need to pre-approve 'high risk' activities.
- 6.5 Student Groups that provide food and drink at events will have to follow the relevant guidance and procedures regarding food handling and safety provided by Durham SU and, where relevant, Durham University.
- 6.6 Student Groups who work regularly with children or vulnerable adults should comply with the Durham SU safeguarding policy and undergo DBS checks where relevant.
- 6.7 Members who are under 18 years of age may participate in Student Group activities with permission from a parent or guardian. Controls will need to be in place also in relation to participation by external members, where relevant.

7. DEVELOPMENT PLAN, BUDGET AND GRANT FUNDING

- 7.1 At the start of every academic term (unless otherwise agreed) the Student Groups will present to Durham SU a development plan in relation to the forthcoming academic term, in such format as agreed with Durham SU. That development plan will need to include details such as:

- (a) Proposed calendar of activities.

- (b) Proposed costs of the activities to be undertaken.
- (c) Anticipated benefits/outputs of the activities.
- (d) Risk assessment of the proposed activities / risk rating of each of the proposed activities.

7.2 Durham SU may reject an item or items of the development plan. In those circumstances Durham SU may need to provide support to the Student Group in relation to the rejected items until those items are no longer rejected by Durham SU.

7.3 Student Groups may apply for grant funding from Durham SU in accordance with the Student Group Grant Allocation Regulations. At the end of each academic year, unspent grants will be reclaimed by Durham SU.

8. FINANCIAL MANAGEMENT

8.1 It is important that Student Groups manage their financial resources in a sustainable manner, whilst spending their funds for the benefit of their members. Student Groups are therefore required to comply with the "Financial Matters" clause in their constitution at all times.

9. REPORTING

9.1 Unless otherwise agreed with Durham SU, Student Groups will provide Durham SU with an annual report setting out how the Student Group achieved what it set out to achieve that year (if at all)/its progress in relation to its development plan. Student Groups may, from time to time, need to provide Durham SU with a termly report (e.g. if high-risk activities were carried out that term) in such format as Durham SU may require.

9.2 Examples of what the Student Groups may need to report to Durham SU on:

9.2.1 Regular reporting suggestions:

- (a) Details of new activities not included in the development plan and details of the risk assessment carried out in relation to those/in relation to the high-risk activities.
- (b) Proposed changes to the membership fee.
- (c) Resignations/removal of any Executive Committee member, and appointment of new Officers.
- (d) Financial report including reconciliation of monies received and spent.

9.2.2 Immediate reporting suggestions:

- (a) (Material) breach of this Agreement. A "material" breach shall include a breach of paragraphs 3 (principles), 5 (obligations of the Student Groups), 5.2.7 (presentation of the development plan), 8 (reporting), and 10 (matters requiring the prior consent of Durham SU).
- (b) Any incident which is likely to bring the Student Group, Durham SU and/or Durham University into disrepute.
- (c) Any incident which would be regarded as a serious incident and reportable to the Charity Commission under the serious incident reporting regime:
<https://bit.ly/2wFo4RS>

(d) Any suspected or actual fraud or financial mismanagement.

9.2.3 A Durham SU email account will be set up to facilitate the reporting process.

10. MATTERS REQUIRING THE PRIOR CONSENT OF DURHAM SU

10.1 Any alteration to the following provisions of the template constitution will need to be pre-approved by Durham SU:

10.1.1 Paragraph 1 – Name, Aims and Organisation

10.1.2 Paragraph 2 – Relationship with Durham SU and the University

10.1.3 Paragraph 9 – Financial Matters

10.1.4 Paragraph 10 – Changes to the Constitution

10.1.5 Paragraph 11 – Breach of the Constitution

10.1.6 Paragraph 12 – Dissolution

10.2 Entering into certain agreements with third parties

10.3 Any other matters determined by Durham SU acting reasonably.

11. DISPUTES AND BREACHES OF THE STUDENT GROUP AGREEMENT?

11.1 The parties should try to resolve any disputes informally, but if informal resolution cannot be reached:

11.1.1 The aggrieved party shall give written notice to the other of the dispute.

11.1.2 A Student Group Officer (other than the Chair) shall then meet with a member of Durham SU Opportunities team to try to reach agreement.

11.1.3 If agreement cannot be reached, the Chair of the Student Group shall meet with the Chief Executive of Durham SU (or their nominee) to try to reach agreement.

11.1.4 If agreement still cannot be reached, a nominated member of the Board of Durham SU shall consider the issue and put forward a resolution to the relevant Student Group Officers. If the resolution is agreed, the parties shall implement that resolution. If a resolution is not agreed, Durham SU may take such steps as are necessary to suspend or de-ratify the Student Group.

11.2 Where there is an alleged breach of the Student Group Agreement or the Student Group Constitution by a member of a Student Group, the process set out in the relevant Student Group's constitution will need to be followed.

11.3 In relation to the removal of officers of a Student Group, or removal of a member of a Student Group, the provisions in the relevant Student Group's constitution will need to be followed.

12. AMENDMENT AND REVIEW OF THE AGREEMENT

12.1 Durham Students' Union shall review the Student Group Agreement on an annual basis and may by a vote of Assembly and the Board make changes to it at any time, upon giving notice to the Student Groups

12.2 APPENDIX

1. THE LIST BELOW SETS OUT WHAT DURHAM SU OFFERS TO ITS STUDENT GROUPS UNDER THE EXISTING STUDENT GROUP AGREEMENT:

- 1.1 Student representatives (full-time and voluntary) with remits focused on improving the support available to Student Groups, and ways for Student Groups to influence this support.
- 1.2 Dedicated Durham SU staff to assist with all aspects of running a Student Group, and supporting development.
- 1.3 Training sessions and workshops to provide Student Groups with the skills they need to run their Group, as well as resources and programmes to assist personal development.
- 1.4 Support with the development of Student Groups, such as through the society accreditation scheme.
- 1.5 Free publicity via the Durham SU website, noticeboards, attendance at freshers/refreshers fairs, as well as other opportunities to promote the Student Group e.g. social media takeover.
- 1.6 Free room bookings for Durham SU facilities, as well as University rooms.
- 1.7 Free or low cost equipment hire.
- 1.8 A financial management system, with staff support.
- 1.9 Opportunities to apply for funding for activities, events, campaigns or equipment.
- 1.10 Opportunities to get involved in Durham SU campaigns and initiatives e.g. Give it a Go.
- 1.11 Free insurance in the UK for most activities, and legal support including contract checking.
- 1.12 Regular communication from Durham SU about the things the Student Groups need to know, including the publication of important dates in good time.
- 1.13 Permission to use designated Durham SU logos in line with branding guidelines.
- 1.14 Ability to apply for permission to use Durham University's name (e.g. as the "Durham University XXXX Society") through the Durham SU accreditation process.
- 1.15 Celebration of the achievements of Student Groups, including *Student Group of the Week*, the Durham SU annual awards and the Student Group Recognition Scheme.
- 1.16 You should feel free to call your student group Committee members whatever you think it most appropriate and will help students understand their role – this might mean Chair is President, or General Editor, or Head of Committee