



RELATIONSHIP AGREEMENT BETWEEN BANGOR UNIVERSITY AND THE STUDENTS' UNION

Note: Legally the Students' Union is a separate entity from the University and is an Incorporated Charity. Under the 2006 Charities Act, Bangor University Students' Union is a registered charity (charity number 1177930). It is a company limited by guarantee registered in England and Wales (company number 11295063), whose registered office is at 4th Floor Pontio, Deiniol Road, Bangor, Gwynedd, LL572TQ.

1. PREAMBLE

- 1.1 The University's Charter provides for there to be an union of the students of the University which shall conduct and manage its own affairs and funds in accordance with a constitution approved by the Council. The organisation of students is known as 'Bangor University Students' Union', hereinafter called 'the Union'.
- 1.2 Under the Education Act 1994, the University Council is obliged to take steps to ensure that the Union operates in a fair and democratic manner, that it holds democratic elections (by secret ballot) for the appointment of major union offices, and that the Union's financial affairs are properly conducted.
- 1.3 The objects of the Union are the advancement of education of students at Bangor University for the public benefit, by:
 - [i] promoting the interests and welfare of students at Bangor University, during their courses of study, and representing, supporting and advising students.
 - [ii] being the recognised representative channel between students and Bangor University, and any other external bodies.
 - [iii] providing social, cultural, sporting and recreational activities, and forums for discussions and debate, for the personal development of Bangor University students.
- 1.4 The purpose of this agreement is to set clearly the nature of the relationship between the University and the Union and the obligations and responsibilities which arise.
- 1.5 The operation of this agreement is subject to the Charter and Ordinances of the University and relevant legislation, particularly the Education Act 1994.

2. FINANCE

- 2.1 The University will pay the Students' Union a grant on an annual basis as a contribution towards its running costs, and this allocation may be subject to certain conditions.
- 2.2 The amount of grant shall be determined by the University following consultation with the Students' Union and shall be agreed at the earliest opportunity to allow time for

the Union to agree the budget internally and get final approval for the year ahead.

- 2.3 Once the budget has been drawn up in accordance with the Union's constitution, the Students' Union shall be required to submit the annual budget to the University. The grant shall be used by the Students' Union for purposes connected with the objects of the Union.
- 2.4 The financial year of the Union, and its affiliated clubs and societies, shall end on 31 July, after which date the accounts of the Union shall each year be audited. The audited accounts shall be submitted to the Audit & Risk Committee.
- 2.5 The University may invoice the Union for any additional goods, services or facilities provided to the Union. Such invoices should be paid by the Union within 30 days of their presentation, unless alternative arrangements are agreed with the Finance Office. Similarly, the Union may invoice the University for any Special Goods, services or facilities provided to the University. Such invoices should be paid within 30 days of their presentation unless alternative arrangements are agreed.
- 2.6 The Union is requested to exercise due diligence and care in the conduct of its financial affairs and to display proper regard for all legal obligations.
- 2.7 Bangor University Students' Union's Board of Trustees are ultimately responsible for the financial performance of the Union, and the President of the Union is the officer with responsibility for the financial performance of the Union, although it is recognised that they will delegate duties relating to the financial management and administration of the Union staff.
- 2.8 In the event of any major dispute or problem with the Students' Union's finances, the University reserves the right to take appropriate action in respect of its grant to the Union.

3. PREMISES

- 3.1 The University shall ensure the provision of appropriate premises for the Union and where necessary additional storage space within the University estate. The main space currently occupied by the Union is the 4th floor of the Pontio Building on Deiniol Road. Other spaces occupied by the Union also include the Activities Hub on the 1st floor above Bar Uno, and Unit 14, which is the Unions' main storage space. Changes to the provision of Union space shall be discussed by the Executive Board at the request of the Students' Union. A lease for the agreed Pontio space shall be set up and signed by both the University and Students' Union.

4. STAFFING & EMPLOYMENT

- 4.1 For the purposes of section 4 and 5 of this agreement, "Management Issues" means all those matters which are the responsibility of the respective employers of the staff referred to in these sections, including in particular (by way of illustration only and without limitation) appraisals and performance issues; pay reviews and the award of other payments and benefits, and all other terms and conditions of employment; periods of annual, sick or other leave; absence of the employee for any other reason; any complaint about the employee (whether or not that would be dealt with under the employer's applicable disciplinary procedure) and any complaint or grievance raised by the employee (whether or not that would be dealt with under the employer's applicable grievance procedure).
- 4.2 The Students' Union is independent of the University, but the University undertakes under this agreement to employ staff and locate them within the Students' Union in

order to support, administer and assist in the management of the activities of the Union. Whilst the Students' Union will have day-to-day control of the work of the University staff working in this capacity, those staff shall remain employees of the University at all times and shall not be deemed to be employees of the Union by virtue of this arrangement. In particular, the University shall continue to deal with any Management Issues concerning those members of staff.

- 4.3 The Students' Union acknowledges and agrees that the University may, at its discretion, decide who to allocate to work in the Students' Union in accordance with paragraph 4.2 above and may determine the duration of those individuals' work in the Students' Union. In the event that the Students' Union objects to the identity of any employee allocated to work with them by the University, or the arrangements under which they are allocated, or in the event of any dispute between the Students' Union and any such employee, the matter shall be referred in the first instance to the Students' Union Liaison Panel (see section 5 below).
- 4.4 The University will employ a Union Director who will be accountable, on operational matters, to the Board of Trustees of the Students' Union and the President of the Students' Union. They will also have an operational link to the Chief Operating Officer. The Union Director will be responsible for the day-to-day control of the work of the University staff located in the Union.
- 4.5 In the event of any dispute arising between the Students' Union and the University in respect of any issues relating to the staff in the Union, the matter will be referred to the Students' Union Liaison Panel (see section 5 below).
- 4.6 The University reserves the right to take whatever decisions it considers appropriate with regard to its employees in the Students' Union, and the Trustee Board of the Union will also have oversight of any decisions.

5. STUDENTS' UNION LIAISON PANEL

- 5.1 The University shall establish a Students' Union Liaison Panel for the purpose of providing a forum for discussion between the University and the Students' Union in relation to those staff employed by the University or the Students' Union who undertake duties in connection with the activities of the Students' Union.
- 5.2 The Panel shall comprise two Senior Officers of the University and two Sabbatical Officers of the Students' Union. The Union Director will be invited to attend these meetings, except where he/she is to be the subject of any discussion.
- 5.3 The Panel shall meet when required in accordance with the agreed Terms of Reference.
- 5.4 The Panel will be responsible for addressing, in the first instance, any issues of dispute between the University and the Students' Union in relation to the staff referred to in paragraph 4.2. In the event that the Panel is unable to resolve a dispute, the matter should be referred to the Chief Operating Officer, who may delegate this to another member of the Executive Board, for a decision by the University (except where the issue in dispute relates to a Management Issue concerning an employees of the Students' Union, in which case the dispute shall be dealt with in accordance with the appropriate procedure).

6. SABBATICAL OFFICERS

- 6.1 The sabbatical officers of the Union, because of their elected status, are not employees. They are issued with a 'service agreement' and are paid an allowance

towards their living expenses by the University, but they also enjoy similar benefits to employees, and this shall include the right to apply for internal jobs within the University.

- 6.2 The payment of the living allowance to sabbatical officers, and of salaries to any staff employed by the University to work in the Students' Union, shall be a first charge on the annual grant allocated by the University to the Union.
- 6.3 Subject to the availability of funding, the Students' Union is free to agree the number and designation of the sabbatical posts, provided always that the sabbatical officer with overall responsibility for the activities of the Union shall be called 'The President of the Students' Union'.
- 6.4 In accordance with the University's Charter and Ordinances, the President of the Students' Union and the UMCB President, shall be members of the University Council.

7. CODE OF PRACTICE

Under the Education Act, 1994, the University Council is responsible for ensuring that the Students' Union operates in an open, fair and democratic way. The Council delegates responsibility for this oversight to the Executive Board which implements the following Code of Practice:

- 7.1 *Union membership:* The Union's constitution shall specify that Union membership is voluntary and that students may opt out of membership. A student who is not a member of the Students' Union shall not be eligible to participate in the democratic processes of the Students' Union or in the activities of the Students' Union.
- 7.2 *Elections:* The Union's constitution shall specify that the election of the Union's officers shall be by secret ballot of all Union members. The Union shall establish structures and procedures to manage the elections in a fair and democratic manner and shall appoint a Returning Officer(s) who shall not be a member or trustee of the Union, nor a member of staff in the Union.

Any complaint regarding the elections shall be considered in accordance with the Union's Election Complaints Procedure, which shall be published annually in advance of each election.

The Academic Registrar (or an officer nominated by them) shall maintain general oversight of the election process and shall be required to satisfy both the University Executive and the University Council that all elections are fairly and properly conducted. In exceptional circumstances, the Academic Registrar or their nominee shall have authority to declare the result of an election null and void, and to order a further ballot.

- 7.3 *Periods of office:* The normal period of office for a sabbatical officer shall be one year.
- 7.4 *Union constitution:* The Union shall have a constitution, which describes structures and procedures for ensuring that the Union is democratically run. For example, it shall ensure that members have appropriate information regarding the affairs of the Union, have opportunities to take part in meetings of the Union's bodies and committees, and can examine financial reports.
- 7.5 *Complaints:* the Union shall have a Complaints Procedure, which ensures that any complaint is investigated with care and thoroughness, and appropriate action taken where required. Any member of the Union who remains dissatisfied after their complaint has exhausted Union procedures, may submit the complaint to the

University Secretary who shall deal with the matter as appropriate in accordance with the relevant University Policy, Regulation or Procedure.

- 7.6 *Compliance*: The University Council, through the Executive Board shall have power to require the Union to remedy any breach of the Code of Practice. In exceptional circumstances, the University Council possesses the right to suspend the Union's constitution and assume responsibility for the affairs of the Union.

8. UMCB

- 8.1 Following the BUSU and UMCB unification UMCB are now a full equal and contributing part of Bangor University Students' Union.
- 8.2 The University shall continue to ensure that the President of UMCB receives a grant towards their living expenses equivalent to that provided to Union sabbatical officers, under the unification.

9. THE STUDENT VOICE

- 9.1 The University is committed to ensuring that the views, comments and opinions of students are taken into account, and that students are seen, as far as is appropriate, as partners in the activities and affairs of the University.
- 9.2 The Academic Registrar shall act as single point of contact for the Students' Union sabbatical officers and will hold regular meetings with such officers throughout the year to ensure that issues can start to be addressed as they arise.
- 9.3 Students will normally be represented by Students' Union sabbatical officers on University decision-making bodies.
- 9.4 In addition to formal meetings, the Students' Union sabbatical officers have access to senior officers of the University (such as the Vice-Chancellor, and the Pro Vice-Chancellor (Education and Student Experience), and will have regular informal conversations with such officers.
- 9.5 With regard to matters relating to Council, the President and the UMCB President will have access to the University Secretary.
- 9.6 The University will support the course representation system, which is organised and managed from the Students' Union. The course representation system operates as a partnership between the University and the Students' Union. The Students' Union is responsible for the organisation and running of the course representation system, including the recruitment, training and support of the representatives. The University is responsible for the delivery of SsLic meetings and student voice enhancement events, including the accurate recording and reporting of actions which result from these.
- 9.7 The University is committed to partnership working with students and has an inclusive partnership approach. The University has established a Student Engagement function as a proactive mechanism for ensuring that the University works with students on all levels. The Union regularly engages with the University and summarises that engagement in Student Experience Reports annually which are presented to the University which then leads to an official response from the University.

10. EXTERNAL AFFILIATIONS

- 10.1 The University requires the Union to maintain a record of all affiliations by the Union to external bodies, and to publish an Annual Report with details of subscriptions or fees paid by the Union.
- 10.2 The Union shall make provision for an annual review of continued affiliation to particular organisations in accordance with the requirements of the Education Act 1994 (section 22(2)(1)).

11. UNIVERSITY SERVICES & SERVICE LEVEL AGREEMENTS

- 11.1 This agreement does not preclude the University from providing other services for the Union should these be requested by the Union or offered by the University.
- 11.2 (1) The terms on which any such services might be provided would have to be agreed in advance between the University and the Union.
- 11.2 (2) Any such agreement must be formalised in writing such that it can become a further Appendix to this document.
- 11.3 The University reserves the right to charge for the cost of providing the Union with any managerial and administrative services although it is acknowledged that this will not be done without a formal University decision to change the existing policy of not charging for services provided, and prior consultation with the Union.

12. HEALTH & SAFETY

- 12.1 Bangor University Students' Union (BUSU) is a registered incorporated charity and independent organisation that receives direct funding from Bangor University in the shape of a yearly block grant. The Trustee Board of BUSU holds ultimate responsibility and liability for the provision of health and safety across all official BUSU activity and works closely with the Bangor University Health and Safety Team, taking guidance and direction where necessary to ensure that our activities are fully compliant and well managed. All BUSU staff are employed under Bangor University contracts but work specifically for BUSU in pre-agreed roles and are line managed by the Students' Union Director, who acts as the Head of Department reporting to both the Trustee Board and the University in an official capacity.
- 12.2 To ensure that all BUSU activity is well managed and maintains the required level of monitoring and evaluation a BUSU Health and Safety Committee is convened two times a year. The committee is chaired by an external BUSU Trustee and includes staff and Officers from both BUSU and Bangor University. This committee reports into the BUSU Trustee Board. The Union will also be subject to audit and monitoring by the University's Health, Safety and Emergency Management Committee when required and the Union Director is a member of this Committee. Separate insurance is also obtained by BUSU to cover all activities.

13. THE STUDENT CHARTER

- 13.1 The University will publish a Student Charter, which will describe the rights and responsibilities of the University, the Students' Union and of students themselves.

The Student Charter is reviewed annually in partnership with the Students' Union.

14. REVIEW

- 14.1 The Union's Board of Trustees and the University Executive Board will review this Relationship Agreement annually, and the Articles of the Students' Union shall be reviewed approximately once every 5 years by the Union's Board of Trustees, the all Student Members meeting, and will need the approval of Bangor University.

Signed By: University Secretary, Gwenan Hine

A handwritten signature in grey ink, appearing to read 'Gwenan Hine', with a long horizontal stroke extending to the right.

On Behalf of Bangor University

Signed By: SU President, Nida Ambreen

A handwritten signature in black ink, appearing to read 'Nida Ambreen', with a stylized, bold script.

On Behalf of Bangor University Students' Union