

**MEMORANDUM OF AGREEMENT BETWEEN  
HARPER ADAMS UNIVERSITY AND HARPER ADAMS UNIVERSITY STUDENTS' UNION**

**Effective from 27 September 2018 to 26 September 2023 <sup>1</sup>**

**1. PREAMBLE**

- 1.1 The Articles of Association of Harper Adams University (Article 28) refers to “The Students Union of the University“ and its obligation to conduct its affairs and report on its use of funds in accordance with a Constitution approved by the Board of Governors as follows: . “The Students’ Union shall conduct its affairs, administer its finances and elect its officers in accordance with a constitution approved by the Board of Governors and shall present audited accounts annually to the Board of Governors. No amendment to or rescission of that constitution, in part or in whole, shall be valid unless and until approved by the Board of Governors.”
- 1.2 The Harper Adams Student’s Union (HASU) has drawn up a Constitution (“the HASU Constitution”) which was agreed by the student body through procedures determined by the President in conjunction with the HASU Executive committee and the Charity Trustees of HASU. The HASU Constitution was approved by the Charity Commission following approval by the Board of Governors. This Memorandum of Agreement has therefore been drawn up between Harper Adams University , (hereinafter called “The University”) and the Harper Adams University Student’s Union (hereinafter called “HASU”)
- 1.3 In recognition of the role that HASU has to play in assisting the University to achieve its mission and objectives, HASU will develop its strategy with consideration of the University’s strategic plan. The University will also work with HASU to support it in achieving its strategic aims. HASU and the University will share their strategic plans with each other and will work together to ensure, where possible, that the plans can operate in support of each other.
- 1.4 For the benefit of current and future members, the objectives of HASU are:
- To advance the education of Students at The University for the public benefit by providing an organisation to represent its members; promoting co-operation amongst its members for social, cultural and sporting activities; maintaining communication with The University; representing its members and fostering good relations within its membership, external bodies and within the community at large.
- 1.5 The purpose of this memorandum is to set clearly the nature of the relationship between The University and HASU and the obligations and responsibilities of each party which arise therefrom. This MOA is not intended to be legally binding with the exception of the provisions relating to the following clauses: 2.4;2.5;2.7;2.8;4.1; 4.3;4.4;4.5;4.6;7.4;10 (clauses 10.1-10.6 inclusive); Appendix 1 and Appendix 3.
- 1.6 The operation of this agreement is subject to the Education Act 1994, Articles of The University and any other relevant legislation. It is also subject to the HASU Constitution.
- 1.7 HASU may only set up associated companies after consultation with The University’s Board of Governors. This is to ensure that the University and HASU can consider and agree how the trade mark name “Harper Adams University” and/or any other aspects of brand/reputation are to be managed. It is also to ensure that any proposals relating to the use of the University’s property by such associated companies can be discussed and agreed in advance, including (but not limited to) any intended additional use of University infrastructure/utilities by associated companies. Such associated companies may be

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<sup>1</sup> ***note changes to the MOA may be made at any time, subject to agreement by both HASU and the University***

regarded as separate legal entities but will normally be covered by the principles of this document.

- 1.7 For information purposes, HASU shall share up to date job descriptions for the President/ any other sabbatical officers (where relevant) and for the staff of HASU with the University. HASU shall also provide to the University, normally not later than 15 July each year a copy of the newly elected President's signed contract of employment.

## **2. FINANCE**

HASU is an independent registered charity whose Trustees and officers are responsible for the governance and management respectively of HASU. In accordance with the Education Act 1994 (the Act), the University is required to formally approve the HASU Constitution and to have arrangements in place to approve its budget and monitor its expenditure.

- 2.1. Each year the Finance and General Purposes Committee of the Board of Governors will make recommendations to the Board of Governors about the funds that are to be made available to support the work of HASU through the budget approval process. Further details are set out in Appendix 1.
- 2.2 The funding available shall be determined in advance of the financial year to which it applies and will be included in the University's financial forecasts for approval by the Board of Governors. The President of HASU is an ex-officio member of the Board of Governors and shall have an opportunity to comment on the University's draft budget and its financial forecast.
- 2.3 The financial year of HASU and its affiliated Clubs and Societies shall end on 31 July each year.
- 2.4 Monthly management accounts for HASU will be provided to the University. Financial accounts shall be presented at least annually to the Finance and General Purposes Committee of the Board of Governors.
- 2.5 HASU is required under the Act to exercise due diligence and care in the conduct of its financial affairs and to display proper regard for all legal obligations at all times.
- 2.6 More details of ways in which the University expects HASU to manage its finances are outlined in Appendix I and 2 to this agreement.
- 2.7 In the event of dereliction of duty in meeting these requirements, or where an Auditor's report including clear evidence of mismanagement, fraud or failure to keep proper accounts; the University is entitled to take such actions as are necessary to protect the interests of the University, and shall inform the HASU Trustees of any concerns and the actions that the University intends to take to protect its interests.
- 2.8 The financial administration and controls of HASU are subject to the scrutiny of the University's Audit and Risk Management Committee with respect to management of risks, related to proper use of public funds and other associated risks (including reputational risks) and may therefore be audited (normally with reasonable notice) by the University's internal Auditor. Where there are concerns of financial mismanagement, the University will inform the Trustees of any concerns including, where necessary, that an immediate audit is required.

## **3. CODE OF PRACTICE**

- 3.1 The University Board of Governors is required by the Education Act 1994 to issue a Code of Practice as to the manner in which the Act's requirements relating to HASU will operate at The University.
- 3.2 A copy of the current Code of Practice forms Appendix III to this agreement.

#### **4. USE OF PREMISES INCLUDING USE OF SPORTS FACILITIES**

- 4.1 The University acknowledges that it has a responsibility to use its best endeavours to provide suitable premises for the use of HASU. This includes (but is not limited to) office space, the SU Bar Building, which may include fixtures, fittings and some equipment, storage areas, and a range of sporting facilities including sporting equipment or storage for equipment provided by the University. The funding of new/ or updated fixtures and fitting/alterations etc. shall be discussed and agreed in advance by the University and HASU and it is acknowledged that both parties may agree to contribute towards some of all of the costs.
- 4.2 The University and HASU will undertake a regular review and agree an inventory of facilities, stock and equipment. The inventory shall specify ownership. HASU acknowledges that it must take reasonable steps to safeguard users of all facilities and equipment used by HASU (notwithstanding ownership) and must also ensure appropriate safeguarding of all persons attending or performing at events arranged by HASU including use of equipment, premises, access to buildings/equipment and transport.
- 4.3 HASU may not make any changes or alterations to any of the premises it is provided with by the University nor undertake any works on the University's premises whether of a permanent or temporary nature without the prior express consent of the University being obtained in writing from the University Secretary or other senior manager nominated by the Vice-Chancellor to make such decisions. Such consent shall not be unreasonably withheld or delayed.
- 4.4 HASU clubs and societies are responsible for making bookings for use of sports facilities during University term time through the member of HASU staff with oversight of HASU Clubs and societies. Outside of term time, all such bookings must be referred to the Short Course and Conference Office. HASU is responsible for ensuring that these premises are kept in good order by HASU clubs and societies (working with Student Services and other university staff as appropriate). HASU clubs and societies must also liaise regularly with the Grounds Manager to ensure sporting schedules are discussed well in advance and any actions are mutually agreed. HASU must liaise regularly with the PA to the Director of Academic Services to ensure that any required term time bookings for the Sports Hall or any other sporting venue related to the University's Academic Calendar (which is published well in advance of each Academic Year) are prioritised and built into the HASU's own calendar of bookings in advance of each academic year to avoid any clashes with HASU sporting fixtures. Academic Calendar bookings will normally take priority unless the University is able to agree an exception for a specific case. HASU must inform the Grounds Manager immediately of any maintenance issues relating to sports pitches or the shooting ground and must inform estates of any maintenance issues relating to office spaces used by HASU or SU Bar Building.
- 4.5 The member of HASU staff with oversight of SU Clubs and Societies has a particular day to day responsibility to ensure sports premises are running smoothly and to oversee health and safety (working with HAU in this regard). The HASU Manager and HAU Health and Safety Officer shall receive regular reports as required. The Head of Student Services shall receive regular reports from the members of his/her team who is responsible for HASU Bar premises.
- 4.6 The University employs staff who, as part of their duties, are the approved licensees for University premises, including the Student's Union Bar. The Bar Manager (and Bar staff) have a particular responsibility for the proper management of the bar including health and safety, and ensuring the rules and regulations for licensed premises are adhered to at all times. The Head of Student Services (as the licensee named on the Premises Licence) and HASU Management shall inspect the Bar regularly and shall work together to ensure that any actions identified and agreed through this process as necessary to enhance the effective running of the Bar are carried out by the Bar Manager and his/her Bar staff team. The University holds the Premises Licence and appoints a member of its staff to be the Named Licensee. The Bar Manager and/or relevant members of Bar Staff must hold personal licences for serving alcoholic drinks. The SU Management must ensure that they run the bar and all events that take place on the University's premises appropriately such that the Premises Licence is not put at risk or compromised.

- 4.7 In the event that it is agreed that either party will second a staff member to the other, a separate formal agreement shall be put in place setting out detailed arrangements including (but not necessarily limited to) roles, responsibilities, management/reporting arrangements and performance monitoring/agreed targets.

## **5. PERSONNEL**

- 5.1 As noted above, any staff employed by the University whose work involves the provision of services to HASU are responsible to the Head of Student Services or other line manager for the performance of their duties. As such all staff shall be subject to the usual staffing policies and procedures that apply to University staff. HASU shall meet regularly with the Head of Student Services. The meeting shall provide a forum for clarification of roles and responsibilities of both parties; discussion and resolution of any issues relating to communications between HASU and Student Services team members; performance issues relating to either party, or any other relevant matter.
- 5.2 The Sabbatical Officer(s) of HASU are elected to office and thereafter are eligible to be an employee of HASU. The appointed Sabbatical Officer (or any other Sabbaticals who may be from time to time employed by the HASU) will be issued annually, normally at the start of their term of office, with a formal letter by HASU which sets out the terms and conditions of employment and which also recognises their position as a Member of HASU.
- 5.3 HASU employs its own staff and takes all responsibility for the proper management and remuneration of such staff. HASU recognises that its staffing policies must represent best practice and should be informed by legal advice where necessary. HASU Trustees are ultimately responsible for the employment and on-going management of HASU Staff.

## **6. OTHER SERVICES**

- 6.1 This agreement does not preclude the University from providing other reasonable services for HASU should these be requested by HASU or offered by the University.
- 6.2 The terms on which any such services might be provided would have to be agreed in advance between The University and HASU.
- 6.3 Any such agreement must be formalised in writing such that it can become a further Appendix to this document.
- 6.4 The University reserves the right to charge for the cost of providing HASU with any managerial and administrative services although it is acknowledged that this will not be done without prior agreement with HASU.

## **7. MANAGEMENT LIAISON MEETINGS**

- 7.1. The Vice-Chancellor, University Secretary and the Head of Student Services, together with any other senior managers of the University who might be appropriate, will meet formally with the President, and such other appropriate officers and staff of HASU as the President shall request not less than once a month in term time. These meeting shall be known as "Partnership Liaison Meetings"
- 7.2 A record in the form of brief notes of each meeting will be kept by the SU Union Manager or nominee and shall be circulated to all attendees. . A report of the meeting may, as appropriate, be presented to HASU Executive Committee. The University Executive of the University may also be kept informed of these discussions as appropriate.
- 7.3 Additional meetings may be arranged as required at the request of either side. Also, where appropriate and with the agreement of the Vice-Chancellor, meetings may take place between HASU Executive Committee and the University Executive of The University.

- 7.4 Partnership Liaison Meetings are intended to provide a forum for detailed discussion of any matters relating to the management of HASU relevant to the University or the relationship between HASU and the University, particularly with regard to financial and staffing matters and any other matters relating to the student community. At least once a term, HASU shall present a report on the allocation of budgets to clubs and societies. These reports shall include proposed budget allocations pre (summer term) and post (summer or autumn term) SU Trustee Board approval, and shall also include management accounts during each term that will inform a discussion on how clubs and societies are managing their allocated funds during the year. The University will provide regular updates to HASU on strategic developments and shall be willing to respond to any points or concerns that HASU wish to raise at these meetings.
- 7.5 Neither side is precluded from taking matters discussed at Partnership Liaison Meetings to HASU or University for further consideration and feedback unless otherwise agreed at the meeting that a matter should remain confidential.
- 7.6 It is recognised that HASU officers are free to consult the University officers informally on any relevant matter outside the formal framework of Partnership Liaison and/or Committee/other formal University meetings. In particular, HASU should engage regularly with the Director of Marketing and Communications (or his/her Deputy) to ensure there is regular dialogue about HASU plans for branding, press, PR and other matters. The Director of Marketing and Communications or his/her Deputy shall also be responsible for authorising HASU's use of the University Crest or any other branding issues that may impact on the University's brand and logo.

## **8. LEGAL CONSIDERATIONS**

- 8.1 Section 20 of the Education Act 1994 defines a "students' union" as a body representing or promoting the general interests of students at the establishment.
- 8.2 HASU is a registered charity and a Charitable Incorporated Organisation (CIO). It is therefore subject to the law relating to charities which it is acknowledged has changed by the requirements of the Charities Act 2006 and its subordinate regulations which came into force in 2009, and any further changes that may be approved in due course. Nothing in this MOA shall oblige HASU to act in a way that is in breach of its Constitution.
- 8.3 It is recognised that this general charitable status and responsibility imposes the same obligations upon HASU as are imposed on the University or any other registered charity with respect to political activities and campaigning as on any mainstream charity.
- 8.4 It is recognised that the law requires that all expenditure incurred by HASU is consistent with the furtherance of its objectives and that no '*ultra vires*' payments are made.

## **9. REPORTING ARRANGEMENTS**

- 9 The meetings with Officers as noted above provide the main forum for day to day discussion between HASU and The University. However, from time to time reports for other Committees of the University may be required e.g. the Board of Governors, Audit and Risk Management Committee and the Finance and General Purposes Committee. In addition to this, as HASU President is a member of the Board of Governors of the University, he/she shall be required to provide a report on Union matters at each of the four Board meetings that take place during each Academic Year. The dates of Board meetings are published 12 months in advance and provided to all members of the Board. To assist the President in his/her role as a Student Governor, the University actively encourages and meets the costs each year for the President to attend relevant Leadership Foundation for Higher Education training for student members of Governing Bodies.
- 9.1 It is acknowledged that the University's Board of Governors has asked the Vice-Chancellor together with appropriate Officers of the University to act on its behalf on matters relating to

the day to day liaison with HASU, but it is recognised that the Board retains the ultimate responsibility for ensuring that HASU operates in a fair and democratic manner and is accountable for its finances as set out in the Education Act 1994. To this end the Board will require the President to make full reports on urgent matters as they arise and as a minimum, present a report at each Board meeting, and shall also require the Finance and General Purposes Committee to act on its behalf in terms of monitoring on-going financial related changes or updates to HASU Constitution or its schedules or its policies, regulations, rules or bye-laws and shall also receive copies of HASU audited accounts at least annually together with the Annual Report of HASU..

- 9.3. In order to comply with the requirements of the Education Act 1994, the University's Board of Governors shall normally authorise the Vice-Chancellor to determine the University funding which is made available to HASU each year. A copy of the budget that HASU establishes to use such monies should be provided to the Vice-Chancellor and Head of Student Services, and shall supplement the termly reports on the funding of clubs and societies referred to in section 7 above. The Union Manager shall ensure that budget information and management account are presented regularly to the HASU Executive Committee for discussion and recommended to the HASU Trustee Board as appropriate. Minutes shall be taken of the discussions for audit purposes and shall be published on the HASU web pages for the information of students. HASU Trustees remain ultimately responsible for setting the budget and for maintaining appropriate oversight of its management.
- 9.4 The arrangements currently operated by the Board are detailed in Appendix 2 to this agreement.

## **10. COMPLIANCE**

- 10.1 The University through its senior officers and the Clerk to the Board of Governors shall discuss jointly with the Executive members of HASU (and/or HASU Trustees as required) any problems which arise in the interpretation or implementation of this agreement.
- 10.2 If it is not possible to reach agreement, The University and HASU shall jointly appoint an independent person with appropriate knowledge and understanding of University and Student Union matters who shall act as arbitrator. In the event that the University and HASU cannot agree on an independent person within 14 days of a problem reaching the stage of appointing an independent person, then either party may refer to the President for the time being of the Law Society of England and Wales for determination of a suitable person.
- 10.3 In all cases the arbitrator's decision shall be final and binding upon both the University and HASU.
- 10.4 In exceptional and serious circumstances, and if HASU fails to address a serious breach despite being given formal notice and a reasonable opportunity to do so, the Board of Governors reserves the right to apply sanctions in the event of deliberate and serious breaches of this agreement by HASU.
- 10.5 The sanctions which may be applied by the Board of Governors or its designated sub committees may include the withholding of all or part of any subvention funds allocated to HASU and /or services provided to HASU by the University. Either party may also seek reasonable compensation from the other for any reasonable losses properly incurred including such losses arising from reputational damage that is attributable to a breach of this agreement by the other party.
- 10.6 The Board also retains the right to require an independent investigation of the management of HASU's finances in the event of the Board being satisfied (acting reasonably) that the financial viability of HASU has been placed at risk by mismanagement, fraud or a failure to keep proper accounts or by allegations that these matters are at risk. Where allegations are made, HASU Trustees shall be informed and a discussion shall take place about a suitable

independent investigation which shall be concluded as swiftly as possible. HASU shall be required to comply fully with such an investigation, to provide all required information to those undertaking the investigation; pay all reasonable costs properly incurred by the University directly in relation to the investigation and to comply fully with any actions arising from it.

**11. COMPLAINTS**

In accordance with the Education Act 1994, the University Board ensures that HASU has have in place an appropriate complaints procedure by which students may raise concerns about any aspect of the Student's Union. The HASU Complaints process is subject to approval by the Board of Governors and shall include a final review stage where a complainant who remains dissatisfied with how his/her complaint has been addressed by HASU may make representations to the Board of Governors. As set out in the HASU Complaints Procedure, the Board shall appoint an independent person who shall determine the final outcome of the Complaint. The decision of the independent person shall be binding on HASU as described in the HASU Complaints Procedure.

**12. REVIEW**

The operation of this agreement shall be reviewed jointly by HASU and the University at intervals of not normally more than 5 years and the Clerk to the Board shall provide the Board of Governors with a report of the review together with any recommendations for revision.

In the event that a review has not taken place by the end date of this agreement, this agreement shall continue to be in force until the review is completed and a new/updated agreement is signed by both parties.

**Appendix 1**  
Harper Adams University

**Financing the Students' Union**

- 1.1 Subject to HASU complying with this Memorandum of Agreement and at the University's discretion, the University will approve the allocation of funds annually to support the charitable objects of HASU and to provide services to it as may from time to time be agreed. The subvention payment of £80,000 per annum provided by the University is recognised as a contribution towards the costs incurred by HASU in carrying out its charitable objects as set out in its Constitution in relation to the provision of services that are provided for all enrolled students of the University including those studying at outreach or franchise partners or centres. The University also provides the HASU with health and safety advice and support provided by its estates and facilities team, and grounds team free of charge.
- 1.2 The University also provides HASU with free use of the SU Bar premises. The University funds all maintenance, utility costs (heat/electricity and water); and also pays relevant business rates for the premises. The University also funds the premises licence and a member of its staff is the Named Premises Licence holder. HASU pays for cleaning of the SU bar as previously agreed with the University.
- 1.3 The University provides HASU with free office space and with free use of the gym space, with regard to utilities and general upkeep of the fabric of the relevant buildings. HASU provides the gym equipment and supervision for those using the equipment. The University provides HASU Clubs and Societies with maintained sports grounds and other maintained sports facilities without charge.
- 1.4 The University provides a house for the use of the HASU President subject to the President signing and complying with a Licence Agreement and paying the due Licence Fee to the University each month.. Where the President does not wish to take up the Licence to Occupy the University house that is available, then the University may, at its absolute discretion consider offering the Licence to occupy to the Vice-President on the same terms as those available to the President.
- 1.5 The Student's Union President may make representations to the Vice-Chancellor, where he/she believes that there is a special case for reviewing the £80,000 subvention. Where necessary, the Vice-Chancellor shall consult the Finance and General Purposes Committee for its advice and feedback to HASU. The arrangements for reporting on budget allocation and management of spend are described in more detail in the main body of the agreement (see sections 7 and 9)
- 1.6 It is recognised that where HASU has agreed that the University and / or its subsidiary companies are providing other additional services and facilities, HASU undertakes to pay such invoices within 30 days of their presentation unless alternative arrangements have been agreed with the Finance Department.
- 1.7 The University agrees that any invoices (that have written prior agreement from the University) submitted by HASU for other services and facilities which are provided will be paid within 30 days of their presentation unless alternative arrangements have been agreed with the Finance Department.
- 1.8 HASU and the University will use their best endeavours to ensure that disputed invoices are not used as an excuse to delay payment unduly.
- 1.9 Where a sum greater than the normal £80,000 subvention grant has been requested by the SU, the Director of Finance will advise HASU by 31 July each year of the subvention approved by the Finance and General Purposes Committee for payment during the forthcoming academic year, and where necessary and additional reporting requirements that may be associated with an agreed uplift of the subvention.



- 2.0 To meet the requirements of the Education Act, the Officer of HASU ultimately responsible for reporting on HASU budget and expenditure to the University Board of Governors shall be the President. The President is invited to attend all Board meetings in his/her role as a student governor and is asked to make a formal report as a standing agenda item at each meeting of the Board,
- 2.1 HASU is at all times required to:
- (a) Maintain accounts and accounting records in accordance with normal professional accounting systems established in the UK.
  - (b) Maintain a sound system of internal financial management and control taking full account of any recommendations from annual audit reviews.
  - (c) Plan and conduct its financial affairs so as to ensure that its total income is at least sufficient, taking one year with another to meet its total expenditure and that its financial solvency is maintained.
  - (d) Obtain the prior written consent of the Finance and General Purposes Committee of the Board of Governors before entering into any loan or other borrowing arrangements, where these have not already been approved by the Board of Governors as part of HASU's budget .
  - (e) Unless already agreed by the Board of Governors as part of HASU's budget, no guarantees or indemnities incurring contingent liabilities should be entered into other than in the course of normal business.
  - (f) Maintain adequate insurance cover for HASU assets and public and employee liabilities.

## Appendix 2

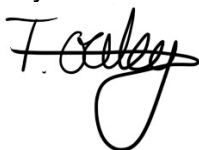
Harper Adams University

### Budgetary Procedures for HASU

- 1.1 HASU is responsible for preparing the budget for HASU and to do so, must follow the processes laid down in its approved constitution, rules and bye-laws and HASU Financial Regulations, and shall share proposed budgets and spend profiles with the University as set out in the MOA. .
- 1.2 As noted in the constitution, rules and bye-laws the proposed Union budget shall be presented to the HASU Trustee Board for its approval; and thereafter monitoring and reporting by the HASU Executive Committee, with regular reports to the HASU Trustee Board at each of the latter's meetings. As set out in the MOA, details of the budget and its monitoring during the year shall be shared with the University. If University officers have any concerns they may seek comments from the Finance and General Purposes Committee and/or the Board of Governors.
- 1.3 In the event that a proposed budget is not approved by HASU Trustees, the President of HASU shall inform the Clerk to the Board who will, in consultation with the Director of Finance consider whether any action is required on the part of the University to help HASU resolve any issues raised.
- 1.4 Once HASU budget is set and approved, HASU Executive Committee shall monitor performance against budget at all times and provide formal reports to HASU Trustees and to the University as detailed in the MOA.
- 1.5 Management accounts shall be considered by HASU Executive Committee at each meeting. The Director of Finance shall, on request to the President be provided with copies of these reports and may advise the Finance and General Purposes Committee/Board of Governors as appropriate.

Signed by  
The President of the Student Union & Chair of HASU Trustee Board

Approved by the HASU Board of Trustees by circulation on 2 June 2021



9 June 2021

Signed by the University Secretary following approval by the Board of Governors

Approved by the Board of Governors by circulation on 2 June 2021

Signed University Secretary



7 June 2021



## **Appendix 3**

Harper Adams University

### **Code of Practice for the Students Union as required under section 22 (3) of the Education Act 1994**

#### **1. Constitution**

- (a) HASU shall have a written Constitution which can only be changed in accordance with the terms of the Constitution. Under the Education Act 1994, HASU is responsible for making appropriate arrangements to ensure that it thoroughly reviews and re-presents its Constitution to the Board of Governors for re-approval at intervals of not more than five years.
- (b) All amendments shall be reported to the Board of Governors via the Clerk to the Board who shall seek comments from other Officers of the University and/or the Finance and General Purposes Committee as appropriate. No amendments shall take effect until formal approval of the Board of Governors or relevant sub committee. Such approval shall not be unreasonably withheld or delayed.
- (c) HASU's Constitution shall specify:
- That membership of HASU is voluntary, but that any student exercising the right not to join HASU shall be bound by that decision for the balance of the academic year in question.
  - That any student who opts out from membership shall not be unfairly disadvantaged by reason of having exercised their right not to be a member of the Students' Union.
  - Appointment of the sabbatical officer(s) shall be by secret ballot in which all ordinary members are entitled to vote.
  - The returning officer must be appointed as set out in the Constitution.
  - In the event of any malpractice in the election process, the returning officer's decision shall be final and may include declaring parts or all of the election null and void.
  - The period of office for all elected officers as well as sabbatical officer(s) shall be one academic year.
  - The sabbatical officers shall be employed by HASU and subject to HASU terms and conditions.
  - In the event that HASU has any concerns about conduct of a sabbatical officer, a member of HASU staff or an elected member of HASU Executive, or any other matter relating to the work of HASU, where such matters cannot be resolved through dialogue between HAU and HASU, HAU may raise its concerns formally with the HASU Trustee Board with a view to seeking resolution of the issue(s) concerned.
  - The financial affairs of HASU shall be conducted in accordance with the requirements of paragraph 22(2) of the Education Act 1994 and in line with the Memorandum of Agreement and the details set out in the schedules and Constitution.

#### **2. Information to HASU members**

- (a) HASU shall inform its members each year of the procedures used for allocating resources to Union clubs and societies and how they can obtain formal recognition of a Club or Society.
- (b) HASU shall ensure that all members are able freely to examine HASU's financial reports.
- (c) HASU shall ensure that all Minutes of the Annual General Meeting or General Meetings and Executive committee meetings (including any Emergency meetings) shall be made freely available to members.

- (d) HASU shall ensure that all members are aware of the procedures in place for considering complaints against HASU.
- (e) All such information shall be made available for inspection by students at a specified location i.e. via HASU's Offices and / or notice boards.
- (f) All policies, procedures, rules and bye-laws of HASU and its Constitution shall be published on the HASU web site. This shall be the responsibility of the Union Manager. The Union Manager shall also ensure that any proposed changes are discussed at relevant HASU meetings in accordance with the Constitution and once changes are agreed, communicated effectively to members, with the updated document published on the HASU web pages.

### **3. Notification Requirements for Students to “opt” out of membership of HASU**

- (a) The University shall bring to the attention of all students at least once a year their right not to be a member of HASU and not to be unfairly disadvantaged by exercising their right to opt out.
- (b) The University shall also advise all students of the arrangements (agreed with HASU) that are in place to provide services for students who are not members of HASU and shall draw to their attention this Code of Practice.
- (c) Information concerning any restrictions imposed upon the activities of HASU by the law relating to Charities shall (where necessary) also be made available by the University to all Students and their attention will also be drawn to HASU Constitution together with any other relevant information as from time to time may be considered appropriate.

A copy of this MOA shall be published on the University Web Pages and on the HASU web pages.

### **4. External Affiliations**

- (a) All decisions concerning affiliations by HASU to external organisations shall be recorded formally in the Minutes of appropriate meetings as specified in the schedules and Constitution.
- (b) HASU shall also include the above details of affiliations within their proposed budget that is presented to the Board of Governors for consideration and if appropriate, approval.
- (c) HASU shall make provision for consideration of continued affiliation to particular organisations in accordance with the specific requirements of section 22(2)(1) of the Education Act 1994

### **5. Complaints Procedure**

- (a) Any member of HASU who has a complaint relating to the operation of the affairs of HASU can raise that complaint through the approved HASU Complaints procedure. This procedure shall (as noted earlier in the MOA) include a final review stage where a complainant who remains dissatisfied with how his/her complaint has been addressed by HASU may make representations to the Board of Governors. As set out in the HASU Complaints Procedure, the Board shall appoint an independent person who shall determine the final outcome of the Complaint. The decision of the independent person shall be binding on HASU as described in the HASU Complaints Procedure.
- (b) Any students who are not members of HASU who have a complaint to make about HASU, or who feel disadvantaged due to their non-membership of HASU should write to the University Secretary who will ask HASU to provide a formal response. Having considered the response from HASU, the University Secretary will make best endeavours to agree with HASU appropriate actions necessary to resolve the complaint.