

Student Group Agreement

Durham Students' Union⁽¹⁾ and _____

Student Group⁽²⁾

This Agreement is dated _____

PARTIES

(1) Durham Students' Union (company number 07689815 and charity number 1145400), with registered address at Dunelm House, New Elvet, Durham, DH1 3AN (**Durham SU**); and

(2) (the **Student Group**);

each a **Party** and together the **Parties**.

BACKGROUND

- A. Durham SU wants students to share their interests and have fun as part of the Student Groups (defined in the Schedule) that they join, because those Student Groups, and the communities that they create, are part of our aim to make wider student experience outstanding at Durham.
- B. To help achieve its ambition, Durham SU wants to support the Durham SU 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 of Durham SU, the Durham SU Student Groups and their members.
- C. Durham SU Student Groups are essential to promoting Durham SU's vision, values and charitable objects. The relationship between Durham SU and the Durham SU Student Groups should be mutually beneficial. Durham SU expects certain reasonable commitments from the Durham SU Student Groups in return for the support it provides.
- D. The Student Group is one of a number of Durham SU Student Groups.
- E. The purpose of this Agreement is to record the terms of the relationship between Durham SU and the Student Group including what each expects to give to, and receive from, the other. Compliance with this Agreement is a condition of the Student Group's registration or re-registration (as applicable) with Durham SU as one of the Durham SU Student Groups.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in the Schedule shall apply in this Agreement.

2. DURATION OF THIS AGREEMENT

- 2.1 The Student Group agrees and acknowledges that registration as a Durham SU Student Group is conditional upon satisfying the eligibility and registration criteria set out by Durham SU from time to time. (See Appendix 1).
- 2.2 This Agreement shall commence on the date of registration or re-registration (as applicable) of the Student Group as one of Durham SU Student Groups.
- 2.3 This Agreement shall continue in existence unless and until:
 - 2.3.1 the Student Group ceases to be a registered Durham SU Student Group, at which point this Agreement shall automatically terminate; and/or
 - 2.3.2 the Student Group, of its own volition, ceases to exist, at which point this Agreement shall automatically terminate; and/or
 - 2.3.3 it is terminated by Durham SU (for whatever reason such as a resolution of the Trustee Board or replaced with a newer version of the document following consultation with stakeholders).

3. RELATIONSHIP BETWEEN DURHAM SU AND THE STUDENT GROUP

- 3.1 The Parties agree and acknowledge that the Student Group is not a separate legal entity but instead is part of Durham SU. This means that the Student Group is ultimately the responsibility of, and therefore accountable to, the Board (defined in the Schedule).
- 3.2 With the above in mind, the Parties shall conduct themselves in accordance with the following principles which they agree underpin their relationship:
- 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, transparency and openness** i.e. being open with each other, and building trust.
 - 3.2.4 **Autonomy** i.e. recognition that the Student Group should be empowered to manage its own affairs, within reasonable limits determined by Durham SU and its governing documents from time to time.
 - 3.2.5 **Protection** i.e. the need to protect those decision makers within the Student Group from liability and risk and ensure that Durham SU has effective responsibility for those decision makers and their actions.
 - 3.2.6 **Diversity and equality** i.e. both Parties are committed to the fair treatment of all and the promotion of this principle.
 - 3.2.7 **Good stewardship of resources** i.e. using resources efficiently and with respect.
 - 3.2.8 **Pride** i.e. being proud and upholding each other's good reputation and celebrating the successes of our student groups and volunteers.

4. DURHAM SU OBLIGATIONS

- 4.1 Durham SU recognises that being involved in a Durham SU Student Group (including the Student Group) is one of the most exciting opportunities that students may take part in whilst studying at university. Through joining a Durham SU Student Group, students will meet new people, share cultures and interests, and have fun, developing the skills to leave Durham as active citizens. This is why Durham SU is committed to providing support and resources to the Durham SU Student Groups (including the Student Group) to enable them to operate effectively.
- 4.2 Durham SU therefore agrees to provide the following support and resources to the Student Group to help it to survive and thrive:
- 4.2.1 student representatives (full-time and voluntary) with remits focused on improving the support available to the Student Group (together with the other Durham SU Student Groups), and ways for the Student Group to influence this support;
 - 4.2.2 dedicated Durham SU staff to assist with all aspects of running the Student Group, and supporting development;
 - 4.2.3 training sessions and workshops to provide the Student Group with the skills it needs to run, as well as resources (including a welcome pack for new committee members) and programmes to assist personal development;
 - 4.2.4 support with the development of the Student Group.

- 4.2.5 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. through social media;
- 4.2.6 free room bookings for Durham SU facilities, as well as Durham University rooms;
- 4.2.7 free or low cost equipment hire;
- 4.2.8 a financial management system, with staff support;
- 4.2.9 opportunities to apply for funding for activities, events, campaigns or equipment;
- 4.2.10 opportunities to get involved in Durham SU campaigns and initiatives;
- 4.2.11 risk assessment templates and accompanying guidance for the Student Group to use to risk assess its proposed activities;
- 4.2.12 free insurance in the UK for most activities, and legal support including contract checking;
- 4.2.13 regular communication from Durham SU about the things that Durham SU reasonably considers the Student Group will need to know, including the publication of important dates in good time;
- 4.2.14 permission to use designated Durham SU logos in line with branding guidelines;
- 4.2.15 ability to apply for permission to use Durham University's name (e.g. as the "Durham University XXXX Society") through the Durham Students' Union registration process;
- 4.2.16 guidance and advice on how to comply (where relevant) with the licence agreement referred to at paragraph 5.1.1e below;
- 4.2.17 where the relevant eligibility criteria is met, celebration of the achievements of the Student Group, including through any Durham SU awards and recognition schemes that Durham SU may run from time to time; and
- 4.2.18 such other support as Durham SU may determine from time to time.

5. STUDENT GROUP OBLIGATIONS

5.1 The Student Group will:

- 5.1.1 at all times comply with:
 - (a) its constitution;
 - (b) the terms of this Agreement;
 - (c) the law and regulation in so far as applicable and relevant to its activities, in particular charity law, data protection law, health and safety law, and safeguarding regulations;
 - (d) any such policies or codes as Durham SU may have in place from time to time, including (but not limited to):
 - (i) Durham SU's events policy;
 - (ii) Durham SU's safeguarding policy;

- (iii) Durham SU's complaints policy;
 - (iv) the code of conduct applicable to all Durham SU Student Groups (including the Student Group);
 - (e) any relevant licence agreement(s) between Durham SU and Durham University, as made available by Durham SU;
 - (f) its obligations in relation to the provision of a budget where necessary;
 - (g) risk assessment processes for events, and procure that all such events are covered by appropriate and adequate insurance;
 - (h) Understand that assets are collectively owned by Durham SU.
- 5.1.2 regularly report to the Board (see below);
- 5.1.3 give notice to the 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;
- 5.1.4 ensure that its **officers** (defined in the Schedule) undergo appropriate and regular training, and that all members working with vulnerable groups act in line with the safeguarding policy noted above, which will usually mean they are DBS checked (if engaging in regulated activity) and undergo relevant safeguarding training;
- 5.1.5 process complaints through the Durham SU complaints procedure (unless an exemption applies);
- 5.1.6 notify the Board 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; and
- 5.1.7 unless otherwise agreed with Durham SU's Sustainability and Risk Committee on the recommendation of the Chief Executive of Durham SU, deposit all of that Student Group's funds into the Durham SU's bank account, as nominated by Durham SU from time to time.
- 5.2 The 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 the Board;
 - 5.2.2 make any commitments/promises to third parties for and on behalf of Durham SU, without the prior written approval of the Board;
 - 5.2.3 bring the name of Durham SU or Durham University into disrepute, which does not include fair criticism of Durham SU or Durham University in order to hold them to account in the best interests of Durham students.
 - 5.2.4 make statements or comments in or to the press on behalf of a student group or Durham SU as a whole, unless those statements or comments are pre-approved by the Board;
 - 5.2.5 hold unauthorised 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; (for instructors e.g. exercise facilitators or class teachers, please refer to appendix A, which covers the process and agreement for hiring instructors).
- 5.2.7 Unless otherwise agreed with Durham SU's Sustainability and Risk Committee on the recommendation of the Chief Executive of Durham SU, maintain its own bank account.
- 5.2.8 The board may choose to delegate many of the responsibilities attributed to them to a member of the Opportunities Team.

6. RISK ASSESSMENTS

- 6.1 Durham SU wants the Durham SU Student Groups (including the Student Group) to offer exciting activities. Risk assessments are not intended to be a barrier to the Student Group's events but instead ensures there is a framework in place to enable them to take place safely. Durham SU is there to help the Student Group carry out those assessments.
- 6.2 The Student Group must carry out risk assessments in relation to each of its activities and events to ensure not only the health and safety and wellbeing of its members, but also to ensure that the reputations of the Student Group, Durham SU and Durham University are preserved. Where risks are identified:
 - 6.2.1 the Student Group must take such steps as are necessary to eliminate or mitigate the risks identified;
 - 6.2.2 Durham SU may provide advice to the Student Group on what steps to take to eliminate or mitigate the risks identified. Where such advice is provided, the Student Group must adhere to that advice.
- 6.3 The Student Group must carry out the required risk assessments using the risk assessment template, and in line with guidance, issued and provided by Durham SU from time to time.
- 6.4 The Student Group must make all risk assessments and risk elimination/mitigation plans available to a nominated representative of the Board upon request.
- 6.5 Durham SU, for insurance purposes, will need to pre-approve any activities that Durham SU deems to be **high risk** (defined in the Schedule). Unless and until that approval is provided by Durham SU in writing to the Student Group, the Student Group must not carry out the activity in question or permit that activity to be carried out.
- 6.6 If the Student Group intends to provide food and drink at one of its events it must follow the relevant guidance and procedures regarding food handling and safety provided by Durham SU and, where relevant, Durham University.
- 6.7 If the Student Group works regularly with children or vulnerable adults it must comply with Durham SU's safeguarding policy and its members, and those engaged by the Student Group, must undergo DBS checks where persons are in regulated activity.
- 6.8 Where the Student Group has members who are under 18 years of age, the Student Group may only allow those members to participate in its activities where the written permission of a parent or guardian has been obtained.
- 6.9 The Student Group must ensure that appropriate controls are in place in relation to participation in their events by external members, where relevant.

7. FINANCIAL MANAGEMENT

- 7.1 It is important that Student Groups manage their financial resources in a prudent and sustainable manner, whilst spending their funds for the benefit of their members. The Student Group is

therefore required to comply with the "Financial Matters" paragraph in their constitution at all times.

- 7.2 The Student Group may apply for grant funding from Durham SU in accordance with the Student Group Grant Allocation Regulations (defined in the Schedule). At the end of each academic year, unspent grants will be reclaimed by Durham SU.

8. REPORTING

- 8.1 If requested by Durham SU, the Student Group shall provide Durham SU with a termly report in such format, and setting out such details, as Durham SU may reasonably require. A termly report may be requested where, for example, the Student Group carried out a high risk activity that term. Items requested in the report may include, by way of example:

- 8.1.1 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;
- 8.1.2 proposed changes to the membership fee;
- 8.1.3 resignation, removal and/or appointment of new officers;
- 8.1.4 financial report including reconciliation of monies received and spent.

- 8.2 The Student Group shall immediately report the following items to Durham SU by emailing dsu.engagement@durham.ac.uk in the first instance outlining details of the breach:

- 8.2.1 any **material breach** (as defined in the Schedule) of this Agreement;
- 8.2.2 any incident which is likely or could be reasonably considered to bring the Student Group, Durham SU and/or Durham University into disrepute;
- 8.2.3 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>; and
- 8.2.4 any suspected or actual fraud or financial mismanagement.

- 8.3 Durham SU shall set up and maintain an email account to facilitate the reporting process. The Student Group shall be required to send all reports produced pursuant to the terms of this Agreement to dsu.governance@durham.ac.uk

9. MATTERS REQUIRING THE PRIOR CONSENT OF DURHAM SU

- 9.1 Any alteration to the following provisions of the Student Group's constitution will be invalid unless pre-approved by Durham SU:

- 9.1.1 Paragraph 1 – Name, Aims and Organisation
- 9.1.2 Paragraph 2 – Relationship with Durham Students' Union and the University
- 9.1.3 Paragraph 6.2.4 – Cessation of office for an Officer
- 9.1.4 Paragraph 6.3.5 – Requirement for Officers to sign a declaration
- 9.1.5 Paragraph 9 – Assets & Financial Matters
- 9.1.6 Paragraph 10 – Changes to the Constitution and Complaints Procedure
- 9.1.7 Paragraph 11 – Breach of the Constitution

9.1.8 Paragraph 12 – Dissolution

9.2 The Student Group must obtain the prior written approval of the Board to:

9.2.1 entering into agreements with third parties;

9.2.2 any other matters notified to the Student Group by Durham SU from time to time.

10. DISPUTES AND BREACHES OF THIS AGREEMENT

10.1 Where a dispute arises between the student group and Durham SU, the Parties should try to resolve that dispute informally. This may include mediation if agreed by both parties

10.2 If informal resolution of a dispute between the Parties cannot be reached:

10.2.1 The aggrieved Party shall give written notice to the other of the dispute.

10.2.2 An officer of the Student Group (other than the chair of the Student Group) shall then meet with a member of Durham SU's Opportunities Team to try to reach agreement. A fellow student may accompany the respective officer.

10.2.3 If agreement cannot be reached, the chair of the Student Group shall meet with the Chief Executive Officer of Durham SU (or their nominee) to try to reach agreement. A fellow student may accompany the respective officer.

10.2.4 If agreement still cannot be reached, a nominated member of the Board shall review the issue and put forward a resolution to the relevant officers of the Student Group. 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.

10.3 Where there is an alleged breach of this Agreement or of the Student Group's constitution by a member of the Student Group, the process set out in the Student Group's constitution must be followed.

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

11. AMENDMENT AND REVIEW OF THE AGREEMENT

11.1 Durham Students' Union shall review the Student Group Agreement on an annual basis and in consultation with Student Groups Committee and by a vote of Assembly and the Board of Trustees make changes to it at any time, upon giving notice to the Student Groups.

11.2 This would ordinarily occur during the Easter term of the academic year.

SCHEDULE

1. DEFINITIONS AND RULES OF INTERPRETATION

1.1 The definitions and rules of interpretation in this Schedule shall apply in the Agreement.

Board	The board of trustees of Durham SU.
Durham SU Student Groups	The Durham SU societies, media groups, associations and Nightline, as each defined in Durham SU's Standing Orders, including the

	Student Group. Durham SU Student Group shall be interpreted accordingly.
high risk	As defined by Durham SU in its guidance to accompany the template risk assessment produced for the Durham SU Student Groups.
material breach	A "material" breach shall include a breach of paragraphs 3 (relationship between Durham SU and the Student Group), 5 (Student Group obligations), 6 (risk assessments), Error! Reference source not found. (Financial Management), 8 (reporting), and 9 (matters requiring the prior consent of Durham SU) of this Agreement.
Executive officers	The officers of the student group as set out in the Constitution of the student group.
Standing Orders	The standing orders of Durham SU made from time to time in accordance with Durham SU's articles of association.
Student Group Grant Allocation Regulations	The regulations governing the allocation of grants to the Durham SU Student Groups, as made available by Durham SU from time to time.
Third Parties	Refers to any party other than Durham SU and its respective student groups.
Parties	Refers to the specific student group and Durham SU jointly.

- 1.2 Paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular, and a reference to one gender shall include a reference to other genders.
- 1.4 A reference to **writing** or **written** includes email.
- 1.5 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.6 Where there is a conflict between the terms and conditions of this Agreement, and the Student Group's constitution, the terms and conditions of this Agreement shall prevail.