

TO: Assembly

FROM: Board of Trustees

RE: Ratification of Durham Estranged Care Experienced Association (DEaCE)

DATE: 23 November 2023

Assembly notes

At present, no organisation exists within the Durham University structure to represent and provide a voice to EaCE students.

The current support offered to Estranged, Care Leavers and Care Experienced (EaCE – see table of definitions below) people within Durham University currently falls below the standards set by many other institutions across the country. Many universities across the countries have slowly, but surely acknowledged the additional barriers that arise with having experience of the care system or being estranged from various or all family members.

Durham University currently has very few student-run initiatives that offer events outside of term time. Durham University tends to not only have shorter terms but runs on a very ‘termly’ schedule. Once term ends, undergraduate students who remain, tend to be those who have nowhere else to go.

Stand Alone charity reports that over 70% of estranged students report experiencing isolation¹. A report from the higher-education policy institute showed that 48% of care-experienced student say they felt lonely all or some of the time, compared to 26% of their peers². This disproportionate experience in feelings of loneliness would be one of the primary issues the Association attempts to tackle.

In addition, lobbying the University for wider external support that cannot be achieved through students alone is essential. Especially when it comes to support for prospective students. Nationally, 13% of care experienced young people go to university by the age of 19, compared to 43% of their peers³. Within County Durham itself, this number drops 9%.

Following on from this, the Office for Students (OFS) details how students who are estranged from their parents are considerably less likely to be awarded a 2:1 or a first and are more likely to drop out⁴. OFS also present similar findings for those who are care-experienced, showing that the dropout rate for students who had spent time in care was 5.6% percentage points higher than for students who had not been in care.⁵

¹

theandalonepledge.org.uk/images/theandalonepledge/filer/NUS_Estranged_Students_Solidarity_Campaign_Guide_2018_.pdf

² <https://www.hepi.ac.uk/2023/07/21/breaking-new-ground-understanding-care-experienced-students/#:~:text=Whilst%20the%20report%20highlighted%20no,to%2026%25%20of%20their%20peers.>

³ <https://www.hepi.ac.uk/2023/07/21/breaking-new-ground-understanding-care-experienced-students/#:~:text=Just%2013%25%20of%20care%2Dexperienced,to%2043%25%20of%20their%20peers.>

⁴ <https://www.officeforstudents.org.uk/news-blog-and-events/press-and-media/new-data-highlights-equality-gaps-for-estranged-students/>

⁵ <https://www.officeforstudents.org.uk/news-blog-and-events/press-and-media/care-leavers-more-likely-to-drop-out-of-university/#:~:text=The%20report%2C%20which%20looks%20at,had%20not%20been%20in%20care>

In relation to housing and accommodation, those who are care experienced or estranged are more likely to feel the effects of the housing crisis to a higher extent compared to those with a more typical student experience. In Scotland, it has been reported that 1/3 of estranged students had experienced homelessness, 29% of care experienced students, and 12% of overall students⁶. This trend is reflected once again in work produced by first star scholars UK. They highlight the fact that 25% of care leavers experience homelessness within the first 2 years of independence⁷.

Another avenue of stress for EaCE students is finance, like the majority of students. However once again, the statistics show that the situation is slightly worsened due to the realities EaCE students find themselves in. Unite Foundation report that 62% of EaCE students stated having the ability to simply earn money was one of their main concerns, with another 50% worrying about affording the essential supplies and/or food⁸. Palatinat also reported that the 'full student loan only covers 44 weeks of the year' and where estranged students receive no financial support at all and are fully reliant on these loans, more work needs to be done⁹.

In December 2020, Springer Link shared research which looked at the 1010 registered care experienced students in 2017-2018, six months after their graduation. The findings showed that these students were older on average, twice as likely to be over the age of 25, disproportionately black, Asian or mixed ethnicity, and 5.9% more likely to be unemployed, having an employment rate of 60.9% compared to 66% for other students.

Assembly believes

The Durham Estranged and Care Experienced Association will allow the voices of EaCE students to be raised and represented within Durham University. This is especially necessary given the low numbers of these students within the community.

Establishing an Association will solidify a consistent space for long-term support for EaCE students, so that no other Estranged or Care Experienced student has to go through the challenges that arise with being EaCE alone, again.

Assembly resolves

To ratify the Durham Estranged and Care Experienced Association (DEaCE), with constitution as attached, and therefore amend standing order G10 to include the Durham Estranged and Care LeaversE Association.

Appendix 1: Table of Definitions

Estranged (Student Finance England definition)	A student who is irreconcilably estranged from their entire family. Proof is required from the student in this regard and cases are reviewed on a case by case basis. ¹⁰
Estranged (Association definition)	Anyone who is estranged from any number of their family members. This includes students who are financially estranged (fully self-funded but still in touch), students who have turbulent relationships with certain family members, as well as students

⁶ [https://www.gov.scot/publications/experiences-estranged-students-further-fe-higher-education-review-literature/pages/7/?fbclid=IwAR0acZZJdYDyltS-NimiUf47sdo0KzVvwMLut4ev0f9HmGXeLk5TxI9-uko#:~:text=In%20Scotland%2C%20a%20third%20of,\(NUS%20Scotland%2C%202022\)](https://www.gov.scot/publications/experiences-estranged-students-further-fe-higher-education-review-literature/pages/7/?fbclid=IwAR0acZZJdYDyltS-NimiUf47sdo0KzVvwMLut4ev0f9HmGXeLk5TxI9-uko#:~:text=In%20Scotland%2C%20a%20third%20of,(NUS%20Scotland%2C%202022))

⁷ <https://firststaruk.org/whats-at-stake/?fbclid=IwAR1tZvbsTGsDoFAn-YsksO8JLLEBNQ06kzjlo5kgvmo7Tx48TzmP0mhdX0Y>

⁸ Unite Foundation article

⁹ https://www.palatinat.org.uk/durham-su-to-establish-new-association-for-estranged-and-care-experienced-students/?fbclid=IwAR2FvNCywMqMkFeXCB_UU7GDQ97yPANmeF4SRYiYbodnyxZIkevMVStoMEs

¹⁰ standalone.org.uk/guides/student-guide/#irreconcilably-estranged

	who are irreconcilably estranged from their entire family.
Care Experienced (Association definition)	Any student who has spent anytime whatsoever interacting with social services. Any student who was under kinship care, in which a student is looked after by someone besides their biological parents. Unaccompanied child asylum seekers i.e. individuals granted asylum into the country without guardians, usually from countries experiencing war.
Care Leaver	A subset of care experienced. These students would typically have spent at least three months in the care system and will have a relevant representative from their respective council to support them in their higher education journey.

APPENDIX 2

ASSOCIATION CONSTITUTION

Adopted on [28/10/2023]

1. NAME, AIMS AND ORGANISATION

- 1.1 The Association is called [Estranged and Care Experienced], but in this Constitution will be referred to as simply **the Association**.
- 1.2 The Association exists to provide representation and, where appropriate, support social opportunities and activities for students who identify as [Estranged or Care Experienced, **Estranged** is defined as - > Anyone who doesn't have contact with ones entire family, or certain members. We also extend the definition to include those who are 'financially estranged' from their families, so must fund everything in their university career alone. Also, those who **wish** to become estranged but can't due to maybe financials stressors or cultural clashes within the individuals family life, and their adult-decisions. **Care Experienced** is equally as nuanced, but our definition incorporates those who spent **any** time whatsoever in either a care home, under foster care, or interactions with the social services. People who grew up in **Kinship care** are also included (this is when an individual is raised by maybe a family relative or close friend, but not their biological parents). We also include **unaccompanied asylum seekers** (children who received asylum into the country without parents).].
- 1.3 The students who are represented by the Association are 'Marginalised, oppressed or disadvantaged in society as a result of an element of their identity and within their University experience due to the way in which they access their education'.
- 1.4 The aims of the Association are
 - 1.4.1 [Create and foster a long-term community of people who identify as EaCE]
 - 1.4.2 [Campaign the university to provide appropriate support for Estranged and Care Experienced, from financial to pastoral and accommodation support]
 - 1.4.3 [Set up a biweekly support group/drop in session for EaCE students.]
 - 1.4.4 [Offer support for **outside** of term time, as well as **during** term time.]

(the **Aims**).
- 1.5 In order to achieve its Aims, the Association may:
 - 1.5.1 [Book a room in Elvet Riverside for the biweekly support group]
 - 1.5.2 [Liaise with the various university departments from the counselling service, careers and enterprise team, Equality and Diversity team, first generation scholars network initiative, various colleges, the SU, various academic departments, external charities (such as Stand Alone and Unite Foundation) and students themselves and really give a voice to EaCE students to find out what they would find useful to support them through their university journey.]
 - 1.5.3 [Provide out-of-term care packages to those who remain in the city of Durham.
 - 1.5.3 Carry out such other activities which the Committee (defined in clause 6) believes will help the Association to achieve its Aims, and which are agreed in advance with the Student Groups Committee.

- 1.6 The composition, work and organisation of the Association shall be governed by this Constitution and by the Student Groups Agreement entered into between Durham SU and the Association. If there is a conflict between the two then the Student Groups Agreement will prevail.
- 1.7 The Association will be overseen on a day-to-day basis by the President (with support from at least one other Committee member), and the President shall be directly answerable to the Student Groups Committee, Assembly and the Durham SU Board of Trustees. Notwithstanding this, the Committee is collectively answerable to Durham SU as the body with ultimate responsibility for compliance with the law and with the regulation of the Charity Commission.

2. RELATIONSHIP WITH DURHAM SU AND DURHAM UNIVERSITY

- 2.1 The Association shall at all times comply with and conduct itself in accordance with the terms of the Student Group Agreement and all relevant Durham SU or Durham University (the **University**) regulations, rules, standing orders, policies, procedures and codes of practice etc in force from time to time including but not limited to:

2.1.1 The Durham SU complaints procedure;

2.1.2 The agreement in place between Durham SU and the University regarding the use of the University's name;

Collectively referred to in this Constitution as the **Rules and Regulations**.

- 2.2 The Association shall not, and shall not purport to, make or enter into any commitments for and on behalf of Durham SU or the University except as otherwise agreed in advance with Durham SU and/or the University (as applicable).
- 2.3 The Association recognises that it does not have permission to use the University's logo.
- 2.4 Neither Durham SU nor the University shall be held liable for any debts/financial liability of the Association unless otherwise agreed in writing and unless such liability arises from an act or omission on the part of the Association as authorised by Durham SU and/or the University (as applicable).

3. MEMBERSHIP

3.1 Who can be a member of the Association

1.1.1 All members of Durham SU, who define their identity as that represented by the Association, may be a member of the Association (hereafter referred to as "**Student Members**"). Student members must join the Association on the Durham SU website in order to be an official member.

3.1.2 Persons who are not members of Durham SU may, at the discretion of the Association, become members of the Association (hereafter referred to as "**Associate Members**") provided that they self-define as part of the group represented by the Association. An Executive Committee Meeting of the Association will consider Associate Membership.

3.2 Minimum membership numbers

3.2.1 There must be at least [3.] members at all times. If the number of members falls below this number, the existing members must immediately notify the Student Groups Committee who will meet with the Association Committee to develop a support plan to increase membership. The Association will continue to exist during this time and

will retain all democratic rights as provided in the Standing Orders but will be required to use any funds solely for the purpose of increasing membership.

3.3 **Membership fee**

3.3.1 Members will not be required to pay an annual fee to the Association.

3.4 **Membership entitlements**

3.4.1 All members shall be entitled to attend all Association events (subject to availability and any lawful restrictions that the Officers (defined in clause 6) may impose from time to time), unless the event is restricted to a sub-section of the Association's membership.

3.4.2 All members shall be entitled to Association privileges that the Committee may arrange from time to time [such as welfare advice, student finance England support, or signposting support to a relevant member of university staff that can support a specific EaCE member and their specific issue.

3.4.3 All members shall be entitled to attend the Association's General Meetings and Annual General Meetings ("**AGMs**") and put forward agenda items to be considered, although only Student Members can vote at these.

3.5 **Member responsibilities**

3.5.1 Members must not act in a manner which brings, or is likely to bring, the Association, Durham SU and/or the University into disrepute. (Note that this does not prevent any member or the Association from being critical of the Association, Durham SU and the University in order to hold them to account and effectively represent their members).

3.5.2 Each member must, as a condition of membership, sign/agree to a declaration (which will generally be incorporated into the online membership purchase process) confirming that they will, at all times:

- (a) comply with the terms of this Constitution, the Durham SU Code of Conduct, the relevant Rules and Regulations, and all relevant laws and regulations (including but not limited to the General Data Protection Regulation); and
- (b) act in the best interests of the Association and Durham SU and uphold the Association's Aims and the objects of Durham SU.

This does not prohibit the Association from holding different policy positions to Durham SU, so long as those positions do not contravene Durham SU' policies of procedures.

4. GENERAL MEETINGS

- 4.1 A General Meeting may be held at any time during the University's term time.
- 4.2 [A General Meeting must be held at least [once every University term].
- 4.3 All members [who have Identified as EaCE or have joined the association] shall be entitled to attend a General Meeting and, if they are Student Members, they shall also be entitled to vote at a General Meeting (subject to the Conflicts of Interest section below).
- 4.4 The Durham SU Board of Trustees and the Student Groups Committee may each nominate someone to attend and speak at the General Meetings on their behalf should they wish. As far as possible, they should nominate someone who self-defines as part of the group represented by the Association. The non-voting delegates from Student Groups Committee and from the Durham SU Board are there to have a regard for matters of good governance, and not to seek to direct the democracy or activities of the Association. They should inform the President of their request for attendance, and the reason for their attendance, in advance of the meeting they wish to attend. Other persons who are not members of the Association may also attend the General Meetings but only with the prior consent of the Committee.
- 4.5 A General Meeting may be called by:
 - 4.5.1 the Committee; or
 - 4.5.2 [ten percent] of members of the Association.
- 4.6 Meetings may take place by video conference or telephone conference or similar means to allow every member to take part in the meeting.
- 4.7 Notification of all General Meetings shall be circulated to all members of the Association (and, where the agenda for the General Meeting includes a matter of significance, to members of the Student Groups Committee and the Durham SU Board of Trustees) at least seven days in advance of the meeting date. Notices shall be given in writing, including by email where members have given their consent. For the purpose of this clause 4.7, a "matter of significance" shall include a proposal to amend this Constitution or a proposal to change the rights of the Association's members.
- 4.8 Motions to be discussed should be presented to the Association Committee not less than [five days] prior to the General Meeting unless the Committee agrees otherwise.
- 4.9 [The President], or in their absence, another Officer nominated by the [President] shall chair the General Meeting. In the absence of the President or other Officers, the members present at the General Meeting shall elect a chairperson from amongst themselves for that meeting.
- 4.10 [The Secretary], or in their absence, another Officer nominated by the [Secretary] will take the minutes of the General Meetings.
- 4.11 The quorum for General Meetings shall be double the number of committee positions currently filled plus one.
- 4.12 All decisions at a General Meeting will be made by a show of hands or electronic vote, unless at least one members demand a secret ballot. In the case of electronic vote, that vote must be received within the advertised timescales
- 4.13 Motions carried by the necessary majority (i.e. a 50% or more vote in favour of the motion) at quorate General Meetings are binding on the Association (unless those motions also require the prior consent of the Student Groups Committee or the Durham SU Board of Trustees, in which case they will need that prior consent also to be binding).

- 4.14 A Committee member subject to a proposed motion of no confidence shall be notified of the motion in advance of the General Meeting and be given the opportunity to make representations thereto.

5. AGMs

- 5.1 AGMs shall be held annually prior to the deadline for the Association to submit its application for re-registration to the Student Groups Committee, as determined from year to year.
- 5.2 All members who, at the point that notice of the AGM is issued, have joined the Association, shall be entitled to attend and, in the case of Student Members only, be entitled to vote at the AGM (subject to the Conflicts of Interest section below).
- 5.3 The Durham SU Board of Trustees and the Student Groups Committee may each nominate someone to attend and speak at the General Meetings on their behalf should they wish. As far as possible, they should nominate someone who self-defines as part of the group represented by the Association. The non-voting delegates from Student Groups Committee and from the Durham SU Board are there to have a regard for matters of good governance, and not to seek to direct the democracy or activities of the Association. They should inform the President of their request for attendance, and the reason for their attendance, in advance of the meeting they wish to attend. Other persons who are not members of the Association may also attend the General Meetings but only with the prior consent of the Committee.
- 5.4 Notification of an AGM shall be circulated to all members of the Association (and to members of the Student Groups Committee and the Durham SU Board of Trustees) at least [two weeks] in advance of the meeting date. [Notices shall be given in writing, including by email where members have given their consent].
- 5.5 Meetings may take place by video conference or telephone conference or similar means to allow every member of the Committee to take part in the meeting.
- 5.6 Motions to be discussed should be presented to the Association Committee not less than [seven days] prior to the AGM unless the Committee agrees otherwise.
- 5.7 [The President], or in their absence, another Officer nominated by the [President] shall chair the AGM. In the absence of the President or another Officer, the members present at the AGM shall elect a chairperson from amongst themselves for that meeting.
- 5.8 [The Secretary], or in their absence, another Officer nominated by the [Secretary] will take the minutes of the AGM.
- 5.9 The quorum for an AGM shall be double the number of committee positions currently filled plus one.
- 5.10 At the AGM the following business shall take place:
- 5.10.1 President's report.
 - 5.10.2 Report by other Officers (where applicable).
 - 5.10.3 An Officer shall report on the administrative affairs of the Association.
 - 5.10.4 Approval of the minutes of the last General Meeting.
 - 5.10.5 Approval of the Association's accounts for the preceding year.
 - 5.10.6 Approval of the Association's plan and budget for the forthcoming year.
 - 5.10.7 Constitutional amendments (if any).

5.10.8 Such other business as is considered necessary.

- 5.11 All decisions at an AGM will be made by a show of hands or electronic vote, unless at least one member demand a secret ballot. In the case of electronic vote, that vote must be received within the advertised timescales and validated by [the president] as eligible.

6. THE COMMITTEE

6.1 Composition of the Committee

- 6.1.1 The Committee must have a minimum of three Officers but may have more. As a minimum, there must be the following **Officers**:

- (a) The **President** who shall be the nominal head and representative of the Association and is ultimately responsible for the conduct of the Association and such other matters as set out in this Constitution and in the President's role description.

The President is accountable to the Durham SU Board of Trustees.

- (b) The **Treasurer** who shall maintain the Association accounts and any property whether belonging to the Association or in the care of the Association and shall be responsible to the President for those and such other matters as set out in this Constitution and in the Treasurer's role description.
- (c) The **Secretary** who shall be responsible for the administration of the Association, including taking the minutes of the AGMs, General Meetings and Committee meetings and such other matters as set out in this Constitution and in the Association Secretary's role description.

- 6.1.2 The Committee may also include the following officers:

- (a) A **Vice-President** who shall support the president and act as substitute for the President when they are not available and such other matters as set out in this Constitution and in the Vice President's role description.
- (b) Such other positions as the Committee may decide from time to time, and which they may add to their constitutions accordingly. These additional positions may be restricted to those who self-define within a certain identity group.

6.2 Election of Officers and cessation of office

- 6.2.1 Notwithstanding any provision herein to the contrary, Officers must be elected in accordance with the Durham SU Associations Election Policy (as amended from time to time).
- 6.2.2 Any Student Member may run for a committee post with the exception of any roles restricted to those who self-define within an identity group as per 6.1.2 b. In those instances, candidacy is restricted to self-defining members.
- 6.2.3 Subject to clause 6.2.4, all Officers shall ordinarily commence their posts on the first day of the University's summer break and shall continue in post until the last day of the University's third academic term. Exemption requests can be made for individual officers upon request to Durham SU Prior to the end of their term in post, each Officer shall use all reasonable endeavours to train the incoming Officers, and to ensure a smooth handover.

- 6.2.4 An Officer's term in office may cease prior to the last day of the University's third academic term if:
- (a) They resign.
 - (b) A motion of no confidence is passed at a General Meeting held in accordance with clause 4.
 - (c) They are removed from their post by the Board of Trustees of Durham SU of its own volition acting reasonably, or on the recommendation of the Panel or Appeal Panel pursuant to clause 11.
 - (d) They are removed from their post by the Board of Trustees of Durham SU on the recommendation of the Committee which reasonably concludes that such Officer's tenure is either damaging to the interests of the Association or is no longer in furtherance of its Aims or the objects of Durham SU.
 - (e) In the case of an Officer who is also a trustee of Durham SU, that person ceases to be a trustee in accordance with the articles of association of Durham SU. In these circumstances, they will be deemed to have resigned from the Committee, except in instances where the officer would continue to have student status at Durham University, and their resignation will take effect on the date that their termination from office of trustee takes effect.
 - (f) They cease to be a member of Durham SU for whatever reason. In these circumstances, they will be deemed to have resigned from the Committee and their resignation will take effect on the date that their membership of Durham SU ends. Details of all resignations, dismissals and appointments must be sent to the Student Groups Committee within seven days of the resignation, dismissal and/or appointment (as applicable).
- 6.2.5 If an Officer post becomes vacant for whatever reason, reasonable steps shall be taken to fill the vacancy in accordance with the process for electing Officers under this constitution.

6.3 Responsibilities and powers of the Officers

- 6.3.1 The Committee shall manage the Association's day to day duties, general business and policy.
- 6.3.2 The Committee may delegate any of its functions to another group or person but is ultimately responsible for the acts or omissions of such group or person.
- 6.3.3 The Committee is responsible for the Association's compliance with the Rules and Regulations; the law (including charity law), regulation and best practice; and the Student Group Agreement, and is accountable to the Durham SU Board of Trustees for the same.
- 6.3.4 The Committee may specify further responsibilities for themselves, or for any Officer, as required.
- 6.3.5 Upon appointment each Officer shall sign a declaration confirming that they:
- (a) Are able and willing to act as an Officer.
 - (b) Shall attend such training as the Durham SU Board of Trustees and/or the Student Groups Committee may require from time to time.
 - (c) Will at all times act in the best interests of the Association and uphold the Association's Aims.

- (d) Will at all times act in the best interests of Durham SU and uphold the objects of Durham SU.

7. THE COMMITTEE MEETINGS AND DECISION MAKING

- 7.1 The Committee must meet at least [twice in every University academic term].
- 7.2 An Officer may call a committee meeting by writing or email to the Association Committee.
- 7.3 Any persons nominated by the Student Groups Committee and/or the Durham SU Board of Trustees may request to attend and speak at the committee meetings. Other persons may also attend with the prior consent of the Committee. As far as possible, they should nominate someone who self-defines as part of the group represented by the Association
- 7.4 Notification of a Committee meeting shall be circulated to all members of the Committee (and to members of the Student Groups Committee and the Durham SU Board of Trustees) at least [one week] in advance of the meeting date. The non-voting delegates from Student Groups Committee and from the Durham SU Board are there to have a regard for matters of good governance, and not to seek to direct the democracy or activities of the Association. They should inform the President of their attendance, and the reason for their attendance, in advance of the meeting they wish to attend. Notification may be circulated by email to the email address supplied by the recipients for this purpose, and provided the recipients agree in advance to receive such notifications by email.
- 7.5 Meetings may take place by video conference or telephone conference or similar means to allow every member of the Committee to take part in the meeting.
- 7.6 The President will chair all Committee meetings. If the President is unable or unwilling to do so then another Officer shall chair the meetings.
- 7.7 In the event of a tie, the chair of the meeting will have a casting vote.
- 7.8 The quorum for a meeting of the Committee shall be [three] members.
- 7.9 The Committee may make decisions outside of meetings, provided that such decisions are recorded by the Association Secretary and that all members of the Committee have the opportunity to participate in the decision making process.

8. CONFLICTS OF INTEREST

- 8.1 A member (including an Officer) who has a conflict of interest in relation to the matters discussed at a General Meeting, AGM or a Committee meeting must:
- 8.1.1 At the start of the meeting declare the nature and extent of their interest in the matter in question.
 - 8.1.2 Excuse themselves from the meeting whilst the matter in question is being discussed.
 - 8.1.3 Not be counted in the quorum for the part of the meeting where the matter in question is discussed.
 - 8.1.4 Not vote on the matter in question.
- 8.2 The Association Committee must keep a record of all interests declared.

9. ASSETS AND FINANCIAL MATTERS

- 9.1 **Assets**

9.1.1 All assets (whether tangible or intangible) ("**Assets**") purchased by the Association (whether from monies raised, grants awarded to it by Durham SU or otherwise) or provided or awarded to the Association by Durham SU shall at all times remain the property of Durham SU.

9.1.2 The Association and its members shall not cause, or permit to be caused, any damage to the Assets and may otherwise be held liable for any such damage.

9.1.3 For the avoidance of doubt:

- (a) Tangible assets are physical assets such as stationery, books, tech/IT equipment, marketing materials and gear.
- (b) Intangible assets are non-physical assets such as contracts or agreements, computer software, domain names, trademarks, goodwill and copyright.

9.2 **Bank Account**

9.2.1 Unless otherwise agreed with the Durham SU Finance Committee, on the recommendation of the Chief Executive of Durham SU, the Association shall not be permitted to maintain its own bank account. All of the Association's funds (the "**Association's Funds**") must be deposited into the Durham SU bank account, as nominated by Durham SU from time to time (the "**Bank Account**"). The Association's Funds will be ring-fenced from such other funds contained within that Bank Account (i.e. the Association's Funds will be held by Durham SU as a restricted fund).

9.2.2 Money received from members, sponsors, donors, and any other third parties:

- (a) Must be immediately deposited into the Bank Account.
- (b) May only be used for the purpose it was provided, donated, etc.
- (c) Must be immediately returned if provided, donated etc. for a purpose that is incompatible with the Aims of the Association.

9.2.3 It is the Committee's responsibility to ensure that it instructs Durham SU as to the correct use of, or return of, the Association's Funds held in the Bank Account.

9.3 **Accounting Records**

9.3.1 The financial year for the Association is the same as that for Durham SU i.e. 31 July.

9.3.2 The Association's accounts and financial records shall be kept for at least seven financial years and can be inspected by any member of the Association, the Student Groups Committee or the Durham SU Board of Trustees upon request.

9.3.3 The Treasurer is responsible for:

- (a) Ensuring that monies received are properly accounted for, and that the Association's financial records are kept in good order.
- (b) Presenting the Association's accounts to the members annually at the AGM.
- (c) Ensuring that the ordinary expenditure of any given year is not more than the ordinary income of that year.
- (d) Presenting an undated budget to the first full meeting of the Committee in the following academic year to be discussed.

9.4 Miscellaneous

- 9.4.1 The Association shall be non-profit making which means that the members (including the Officers) may only receive payment, direct or indirect, as reimbursement for legitimate expenses reasonably incurred in carrying out activities in furtherance of the Aims.
- 9.4.2 Any reserves at the end of the financial year shall be carried over into the restricted reserves for that Association for the following financial year, unless otherwise agreed by Durham SU.
- 9.4.3 If the Association is suspended or de-ratified by the Student Groups Committee and/or the Durham SU Board of Trustees or the Association has been dormant for two years, any balance left in its Bank Account shall be transferred to the Durham SU bank account, as a restricted fund, for the charitable purposes of Durham SU.
- 9.4.4 Records of the Association's business (whether financial or otherwise) shall be available for inspection by members of the Association, the Student Groups Committee and Durham SU.

10. CHANGES TO THE CONSTITUTION AND COMPLAINTS PROCEDURE

- 10.1 Subject to clause 10.2 below, the Constitution may be amended at a General Meeting, with approval of at least 50%+1 of those members present.
- 10.2 Any alteration to the following provisions of this Constitution will require the prior written consent of Durham SU:
 - 10.2.1 Clause 1 – Name, Aims and Organisation
 - 10.2.2 Clause 2 – Relationship with Durham SU and Durham University
 - 10.2.3 Clause 6.2.4 – Cessation of office of an Officer
 - 10.2.4 Clause 6.3.5 – Requirement for Officers to sign a declaration.
 - 10.2.5 Clause 9 – Assets and Financial Matters
 - 10.2.6 Clause 10 – Changes to the Constitution and Complaints Procedure
 - 10.2.7 Clause 11 – Breach of this Constitution
 - 10.2.8 Clause 12 – Dissolution
- 10.3 Any deviation from the Durham SU Complaints Procedure will require the prior written consent of the Durham SU Board of Trustees. A copy of that Procedure is available from the Opportunities team upon request.

11. BREACH OF THIS CONSTITUTION

- 11.1 If a member is alleged to have breached the terms of this Constitution, then those allegations must be promptly reported to a member of the Committee, and the process set out below must be followed.
- 11.2 All persons involved in the process must at the outset sign a declaration to confirm that they will deal with the matter sensitively and with respect for the privacy of the relevant member concerned and shall treat the information that they are privy to as part of the process as

confidential. This form can be obtained from the Opportunities Team who will support those involved in the process to follow the correct procedure.

- 11.3 Allegations of breach of this Constitution must, where possible, be dealt with in an informal and prompt manner. However, where this is not possible, or where the relevant member of the Committee believes that the breach is more than minor or has been committed before by the same person, then the Student Groups Committee must be notified, and the more formal process below must be followed.

Investigation

- 11.4 An Officer (the **Investigatory Officer**) shall promptly investigate the alleged breach.
- 11.5 The Investigatory Officer may, as part of the investigatory process, suspend the member in question as a member of the Association. Suspension shall not imply that the relevant member has breached the Constitution – suspension will be a neutral measure designed to facilitate the investigation process.
- 11.6 The Investigatory Officer shall share the findings of their investigation with the Panel (defined in clause 11.7).

Panel decision

- 11.7 A panel made up of one member of the Committee (but not the Chair or the Investigatory Officer), one member of the Student Groups Committee, and the Opportunities Officer (or their nominated Sabbatical Officer), (the **Panel**), must promptly discuss the allegation and shall invite the member who is alleged to have breached the Constitution to put forward their views at the meeting. That member may be accompanied by a trusted friend or family member, but not a legal representative.
- 11.8 Each Panel member shall have one vote. If the majority or all of the Panel members decide that the member in question did breach the Constitution, then the Panel is authorised to carry out one or more of the following actions:
- 11.8.1 Issue a written warning to the member;
- 11.8.2 Suspend or expel the member from the Association; if the member is also an officer they will automatically have been considered to have resigned from the post on suspension or expulsion of their membership from the Association under this clause.
- 11.8.3 Make a recommendation to the Board of Trustees of Durham SU to suspend or expel the member from Durham SU in accordance with the latter's Articles of Association;
- 11.8.4 If that member is an Officer of the Association, make a recommendation to the Board of Trustees of Durham SU to remove the member as an Officer of the Association and, if the Board of Trustees of Durham SU agree and action that recommendation, propose to the other members that a replacement Officer be elected without undue delay in accordance with this constitution;
- 11.8.5 Require the member to undergo such relevant training and development as specified by the Panel and in the timeframes specified by the Panel; otherwise, the complaint will be dismissed.

Appeal Panel decision

- 11.9 Subject to clause 11.10, if the Panel decides that the member in question did breach the Constitution, that member may appeal that decision to a separate panel (the **Appeals Panel**) within 5 days of the decision.

- 11.10 Any person appealing a decision to carry out the action listed at clause 11.8.3 shall have the right of appeal (if any) as for a trustee of Durham SU as set out in Articles 86 to 89 inclusive of the Articles of Association of Durham SU.
- 11.11 The Appeals Panel shall comprise the Chair and one other Officer (excluding the Investigatory Officer and the Officer who sat on the Panel).
- 11.12 The Appeals Panel shall meet to consider the allegations against the relevant member. The proceedings of the Appeals Panel shall be conducted in the same way as the Panel originally conducted their proceedings.
- 11.13 The Appeals Panel may substitute any alternative outcome, or uphold the original decision or recommendation of the Panel, and shall, in writing, notify the relevant member of the Appeal Panel's decision within 5 days of the appeal hearing.
- 11.14 Durham SU shall appoint an individual to take notes of the meetings of the Panel and the Appeals Panel and shall circulate the draft minutes to the Panel and Appeals Panel (as appropriate) for commenting and approval.
- 11.15 Subject to clause 11.16, the Appeal Panel's decision shall be final.

External validation of the process

- 11.16 If the relevant member remains dissatisfied with the decision **and** believes that the correct procedure has not been followed in reaching that decision, then they must write, within 5 days of the date of the decision, to the Appeals Panel, setting out why they believe the correct procedure was not followed. An independent, external person, nominated by Durham SU Board of Trustees will then review the fairness (or otherwise) of the process and make recommendations to that Board of Trustees and the Committee on how to readdress that going forward. That independent external person may not, however, substitute an alternative outcome of the Appeals Panel.

12. DISSOLUTION

- 12.1 The Association may be wound up by a resolution of [two thirds] of those present in person or by proxy at a General Meeting called for that purpose provided that notice of the proposed dissolution is first provided to Assembly and to the Durham SU Board of Trustees in good time before the General Meeting.
- 12.2 Any motion for dissolution of the Association shall provide that assets remaining after all liabilities have been met shall not be distributed amongst the members but instead paid to Durham SU for its general charitable purposes
- 12.3 The Association shall automatically be dissolved if it is de-ratified by Assembly and the Durham SU Board of Trustees.