RELATIONSHIP AGREEMENT BETWEEN
BANGOR UNIVERSITY AND THE STUDENTS’ UNION

Note: Legally the Students’ Union is a separate entity from the University and is an unincorporated association. Under the 2006 Charities Act, the Students’ Union is registered with the Charity Commission.

1. PREAMBLE

1.1 The University's Charter provides for there to be an organisation of the students of the University. The organisation of students is known as 'Bangor University Students' Union', hereinafter called 'the Union'.

1.2 Under the Education Act 1994, the University Council is obliged to take steps to ensure that Union operates in a fair and democratic manner, that it holds democratic elections (by secret ballot) for the appointment of major union offices, and that the Union's financial affairs are properly conducted.

1.3 The objects of the Union are the advancement of education of students at Bangor University for the public benefit by:

[i] promoting the interests and welfare of students at Bangor University during their courses of study, and representing, supporting and advising students.

[ii] being the recognised representative channel between students and Bangor University and any other external bodies

[iii] providing social, cultural, sporting and recreational activities and forums for discussions and debate for the personal development of Bangor University students.

1.4 The purpose of this agreement is to set clearly the nature of the relationship between the University and the Union and the obligations and responsibilities which arise.

1.5 The operation of this agreement is subject to the Charter & Statutes of the University and relevant legislation, particularly the Education Act 1994.
2. **FINANCE**

2.1 The University will pay the Students’ Union a grant on an annual basis as a contribution towards its running costs, and this allocation may be subject to certain conditions.

2.2 The amount of grant shall be determined by the University following consultation with the Students’ Union and shall be agreed no later than May 31st of each year, so as to allow time for the Union to agree the budget internally and get final approval for the year ahead.

2.3 Once the budget has been drawn up in accordance with the Union’s constitution, the Students’ Union shall be required to submit to the University a draft annual budget, which shall be considered for approval by the Students’ Union Task Group. The grant shall be used by the Students’ Union for purposes connected with the objects of the Union.

2.4 The financial year of the Union and its affiliated clubs and societies shall end on 31 July, after which date the accounts of the Union shall each year be audited. The audited accounts shall be submitted to the University’s Director of Finance for transmission to the University’s Audit & Risk Committee.

2.5 The University may invoice the Union for any additional goods, services or facilities provided to the Union, such invoices to be paid by the Union within 30 days of their presentation unless alternative arrangements are agreed with the Finance Office. Similarly, the Union may invoice the University for any special goods, services or facilities provided to the University, such invoices to be paid within 30 days of their presentation unless alternative arrangements are agreed.

2.6 The Union is requested to exercise due diligence and care in the conduct of its financial affairs and to display proper regard for all legal obligations.

2.7 The officer of the Union ultimately responsible for the financial performance of the Union shall be the President, although it is recognised that they may delegate duties relating to the financial management and administration of the Union to another Union officer.

2.8 In the event of any major dispute or problem with the Students’ Union’s finances, the University reserves the right to take appropriate action in respect of its grant to the Union.

3. **PREMISES**

The University shall ensure the provision of appropriate premises for the Union and where necessary additional storage space within the University estate. The current space occupied by the Union is the 4th floor of the Pontio Building on Deiniol Road. The provision of Union space shall be discussed at the first meeting of this task group each year.

4. **STAFFING & EMPLOYMENT**

4.1 For the purposes of section 4 and 5 of this agreement, “Management Issues” means all those matters which are the responsibility of the respective employers of the staff referred to in these sections, including in particular (by way of illustration only and without limitation) appraisals and performance issues; pay reviews and the award of other payments and benefits and all other terms and conditions of employment; periods of annual, sick or other leave; absence of the employee for any other reason; any complaint about the employee (whether or not that would be dealt with under the employer’s applicable disciplinary procedure) and any complaint or grievance raised by the employee (whether or not that would be dealt with under the employer’s applicable grievance procedure).
4.2 The Students’ Union is independent of the University, but the University undertakes under this agreement to employ staff and locate them within the Students’ Union in order to support, administer and assist in the management of the activities of the Union. Whilst the Students’ Union will have day-to-day control of the work of the University staff working in this capacity, those staff shall remain employees of the University at all times and shall not be deemed to be employees of the Union by virtue of this arrangement. In particular, the University shall continue to deal with any Management Issues concerning those members of staff.

4.3 The Students’ Union acknowledges and agrees that the University may, at its discretion, decide who to allocate to work in the Students’ Union in accordance with paragraph 4.2 above and may determine the duration of those individuals’ work in the Students’ Union. In the event that the Students’ Union objects to the identity of any employee allocated to work with them by the University, or the arrangements under which they are allocated, or in the event of any dispute between the Students’ Union and any such employee, the matter shall be referred in the first instance to the Students’ Union Liaison Panel (see section 5 below).

4.4 The University will employ a Union Director who will be accountable, on operational matters, to the Board of Trustees of the Students’ Union and the President of the Students’ Union. They will also have a management link to the Pro Vice Chancellor’s Office via the SU Liaison Panel. The Union Director will be responsible for the day-to-day control of the work of the University staff located in the Union.

4.5 In the event of any dispute arising between the Students’ Union and the University in respect of any issues relating to the staff in the Union, the matter will be referred to the Students’ Union Liaison Panel (see section 5 below).

4.6 The University reserves the right to take whatever decisions it considers appropriate with regard to its employees in the Students’ Union.

5. STUDENTS’ UNION LIAISON PANEL

5.1 The University shall establish a Students’ Union Liaison Panel for the purpose of providing a forum for discussion between the University and the Students’ Union in relation to those staff employed by the University or the Students’ Union who undertake duties in connection with the activities of the Students’ Union.

5.2 The Panel shall comprise two Senior Officers of the University and the President and one other Sabbatical Officer of the Students’ Union. The Union Director, and one other Students’ Union staff member, will be invited to attend these meetings, except where he/she is to be the subject of any discussion.

5.3 The Panel shall meet on a regular basis, according to need.

5.4 The Panel will be responsible for addressing, in the first instance, any issues of dispute between the University and the Students’ Union in relation to the staff referred to in paragraph 4.2. In the event that the Panel is unable to resolve a dispute, the matter should be referred to the Pro Vice Chancellor Students for a decision by the University (except where the issue in dispute relates to a Management Issue concerning an employee of the Students’ Union, in which case the dispute shall be dealt with in accordance with the appropriate procedure).

6. SABBATICAL OFFICERS

6.1 The sabbatical officers of the Union, because of their elected status, are not employees. They are issued with a ‘service agreement’ which recognises their status as registered students of the University, and are paid an allowance towards their living expenses by the University, but they also enjoy similar benefits to employees
and this shall include the right to apply for internal jobs within the University.

6.2 The payment of the living allowance to sabbatical officers, and of salaries to any staff employed by the University to work in the Students' Union, shall be a first charge on the annual grant allocated by the University to the Union.

6.3 Subject to the availability of funding, the Students' Union is free to agree the number and designation of the sabbatical posts, provided always that the sabbatical officer with overall responsibility for the activities of the Union shall be called 'The President of the Students' Union'.

6.4 In accordance with the University's Statute XI, the President of the Students' Union and one other elected officer, appointed by the Students' Union Executive, shall be members of the University Council.

7. CODE OF PRACTICE

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

7.1 Union membership: The Union’s constitution shall specify that Union membership is voluntary and that students may opt out of membership. A student who is not a member of the Students’ Union shall not be eligible to participate in the democratic processes of the Students' Union or in the activities of the Students’ Union.

7.2 Elections: The Union’s constitution shall specify that the election of the Union’s officers shall be by secret ballot of all Union members. The Union shall establish structures and procedures to manage the elections in a fair and democratic manner, and shall appoint a Returning Officer(s) who shall not be a member or trustee of the Union, nor a member of staff in the Union.

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

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

7.3 Periods of office: The normal period of office for a sabbatical officer shall be one year.

7.4 Union constitution: The Union shall have a constitution which describes structures and procedures for ensuring that the Union is democratically run. For example, it shall ensure that members have appropriate information regarding the affairs of the Union, have opportunities to take part in meetings of the Union’s bodies and committees, and can examine financial reports.

7.5 Complaints: the Union shall have a Complaints Procedure which ensures that any complaint is investigated with care and thoroughness, and appropriate action taken where required. Any member of the Union who remains dissatisfied after their complaint has exhausted Union procedures, may submit the complaint to the Academic Registrar, who shall deal with the matter in accordance with the Student Grievance Procedure.

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

8. UMCB

8.1 UMCB has established itself as an independent but affiliated association, and the University shall expect the Students’ Union to maintain a ‘Memorandum of Agreement’ with UMCB, and to provide such facilities, financial and other support and services as are necessary to foster a constructive partnership for as long as the Memorandum of Agreement continues.

8.2 The University shall take steps to ensure that the President of UMCB receives a grant towards their living expenses equivalent to that provided to Union sabbatical officers.

9. THE STUDENT VOICE

9.1 The University is committed to ensuring that the views, comments and opinions of students are taken into account, and that students are seen, as far as is appropriate, as partners in the activities and affairs of the University. This will be achieved on a formal basis as described in 9.2 below.

9.2 Students will be represented by Students’ Union sabbatical officers on University decision-making bodies, including but not limited to:

- Council
- Court
- Senate
- Teaching & Learning Task Group
- Quality Assurance & Validation Task Group
- Employability Task Group
- Library & Archives Task Group
- IT Task Group
- Student Services Task Group
- Students’ Union Task Group
- Widening Access Task Group
- Estates & Facilities Task Group
- Language Strategy Task Group
- Sustainability Management Board
- Institutional Review Task Group
- Sport Task Group
- Student Accommodation Task Group
- Equality & Diversity Task Group

9.3 The University Executive will be invited to report to students at the Students Union General Meetings, and students will also be represented on ad hoc groups such as the Pontio Project Board, the Fee Plan Implementation Group, the Teaching Fellowships Panel, the Award for Excellence Panel, and the Bangor University Liaison Group.

9.4 In addition to formal meetings, the Students’ Union sabbatical officers have access to senior officers of the University (such as the Vice-Chancellor, the Registrar and the PVC Students), and will have regular informal conversations with such officers.

9.5 The University will support the course representation system which is organised and managed from the Students’ Union.

9.6 The University has renewed its commitment to partnership working with students through the new Student Experience Strategy 2015-2018 written jointly with Bangor Students’ Union. The new strategy develops our approach to partnership further
through the development of an inclusive partnership approach: taking deliberate
steps to extend the reach of our partnership to all students, not just those ready and
able to engage. The theme of inclusive partnership underpins all the enhancements
within the strategy, including a specific section on the further development of our
Student Engagement work.

10. EXTERNAL AFFILIATIONS

10.1 The University requires the Union to maintain a record of all affiliations by the Union
to external bodies, and to publish an Annual Report with details of subscriptions or
fees paid by the Union.

10.2 The Union shall make provision for an annual review of continued affiliation to
particular organisations in accordance with the requirements of the Education Act
1994 (section 22(2)(1)).

11. UNIVERSITY SERVICES & SERVICE LEVEL AGREEMENTS

11.1 This agreement does not preclude the University from providing other services for
the Union should these be requested by the Union or offered by the University.

11.2 (1) The terms on which any such services might be provided would have to be
agreed in advance between the University and the Union.

11.2 (2) Any such agreement must be formalised in writing such that it can become a
further Appendix to this document.

11.3 The University reserves the right to charge for the cost of providing the Union with
any managerial and administrative services although it is acknowledged that this will
not be done without a formal University decision to change the existing policy of not
charging for services provided, and prior consultation with the Union.

12. HEALTH & SAFETY

The Students’ Union shall appoint a senior person as the ‘head of department’ with
responsibility under the University’s Health & Safety Policy for the health and safety of staff
and students engaged in Students’ Union activities or on premises managed by the Students’
Union.

13. STUDENTS’ UNION TASK GROUP

13.1 The University’s principle vehicle for liaison with the Students’ Union, and for carrying
out its responsibilities with regard to the Union, shall be the Students’ Union Task
Group, which reports to the University Executive.

13.2 This does not preclude the establishment of other formal and informal bodies and
meetings.

14. THE STUDENT CHARTER

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

15. **REVIEW**

This Relationship Agreement will be reviewed annually by the Students’ Union Task Group. The constitution of the Students’ Union shall be reviewed approximately once every 5 years by the Students’ Union Task Group.