Memorandum of Understanding

2026/27

SURREY STUDENTS' UNION

UNIVERSITY OF SURREY

Change log

Version	Change	Date	Passed by
1.0	New Memorandum of Understanding	March 2023	USUC
1.1	KPIs section added	June 2024	USUC
1.2	References to USUC removed and KPIs updated. Removed Manor Park Social from Subvention Purpose Details.	September 2026	Exectuive Board/ Students' Union Meeting

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Statement of Subvention Purpose

The University of Surrey (the University) provides an annual subvention to the University of Surrey Students' Union (the Union) in support of the requirement in the Charter of the University that:

10. There shall be Students' Union of the University of Surrey in the United Kingdom, and there may be associations of students established at international campuses of the University.

Within the University's Ordinances, section 15 there are further stipulations as to the requirements of the Union to meet requirements.

The requirements associated with University oversight of Union activity under the Education Act 1994 Section 22, are set out in the Code of Practice (The Code) in Appendix C.

The Union is required to produce an annual report to be presented at the University Council's July meeting. The report should cover information required and set out by the Code.

As defined in the Code the Union is required to provide financial accounts and annual budget requests for consideration to the University Council.

The Subvention is provided to the Union for the purpose of:

- Advice and student support through the Union's Support Zone
- Representation and democracy through the Union's Voice Zone
- Co-curricular and extra-curricular activities through the Union's Activity Zone
- Community building and sense of belonging activities through the Union's Community Zone not including trading or non-core activities as detailed in the Subvention Purpose Details.

Subvention Purpose Details

What services will the Union provide with the subvention?

The Education Act 1994 defines students' unions as:
"an association of the generality of students at an establishment to which this Part applies whose principal purposes include promoting the general interests of its members as students; or
a representative body (whether an association or not) whose principal purposes include representing the generality of students at an establishment to which this Part applies in academic, disciplinary or other matters relating to the government of the establishment."

For the purpose of detailing what Union activity is covered by the Subvention and what isn't, services should be defined as Core and Non-core. Where core services are covered by the Subvention and Non-core services are not. The subvention should not be used to support any trading activity.

Core services and activities covered by the subvention (not exhaustive).

- Advice and advocacy
- Student representation
- Clubs and societies
- Student Media
- Events
- Welcome and induction
- Communication and marketing
- Research and insight
- Central services – finance, governance and HR

Non-core services and trading activity – trading activity should generate surpluses for the Union to fund reinvestment and wider Union-wide strategic investments and non-core services as designated by the student body through our democratic processes – Nightline or Welfare Watch for example.

- Rubix nightclub
- Media sales
- Other surplus making events run through Origin Events

Memorandum of Understanding Principles

The following principles from the basis of the relationship between the University and the Union and outline how staff and officers from both should approach working together in partnership for the benefit of staff and students. More detailed items are contained within Appendix B – Principles in Detail.

1. Working in partnership

The Union is recognised as the sole representative body for student at the University for the purposes of the Education Act 1994.

The Union is a registered charity and independent of the University.
It is constituted by its Memorandum and Article of Association and governed by its Board of Trustees.

The Union manages its own affairs, but the University Council has a duty to ensure it is run in a fair and democratic manner as set out in the Code of Practice.

The Union and the University should work in partnership to further the educational and student experience of all students at the University through the development and implementation of mutually supportive strategic plans.

2. Student wellbeing and support

The Union and the University work in partnership to develop and provide services that support students during their time at Surrey and promote their physical and mental wellbeing.

The Union provides representation and advocacy for students facing disciplinary action by the University. However, the Union and the University work in partnership to protect and defend a positive student community through investigating and responding to issues relating to the behaviour of students or groups of students.

3. Student voice

The Union and the University work in partnership to provide opportunities to ensure the student views and opinions are heard and incorporated into decision making across both organisations.

The Union have elected student Sabbatical Officers and Part-time Officers who are elected in a cross-campus annual ballot. Their role is to represent the diverse student body at Surrey, engage with students to understand their views and represent them to the University and external bodies. The University will ensure elected students are represented in committee memberships and in formal and informal meetings wherever possible or appropriate.

The Union and the University work in partnership to operate the Course Reps network, ensuring every programme at Surrey have elected student volunteers who gather student feedback, represent the opinions of their peers to University staff, and report back on what the collective student voice has achieved. The Union will train and support all student reps and the University will ensure every programme has an election and that the reps have ample opportunity to meet with departmental representation and respond to their feedback.

4. Student activities

The Union and the University recognise the importance of extra-curricular and recreational activities in supporting the wellbeing of students, aiding in student retention and improving employability through the skills learned through participation.

The Union provides training, support and funding to student clubs and societies to aid in their function ensuring they are operated in an inclusive, democratic and safe manner.

The Union works with the University and Surrey Sports Park to run Team Surrey which furthers the support given to sports clubs at Surrey for participation, competitive and elite levels of activity.

The University recognises the need to protect and safeguard Wednesday afternoons from academic and academic related activity to ensure all students can partake in activities.

5. Community building

The Union and University cooperate on an extensive welcome and induction programme for new students ensuring they feel a sense of belonging to life at Surrey. The Union runs welcome activity such as Freshers' Angels and Freshers' Fair and is supported by the University to operate these events and initiatives by campus services, communications and estates.

The Union operates trading services such as Rubix Nightclub and Manor Park Social to provide safe, good value and student-led social spaces that aim to generate surpluses to be reinvested in those spaces and other student-driven initiatives and projects.

The Union operates Surrey Volunteering which provides volunteering opportunities across Guildford and the local area, matching up students with community partners on a range of one-off and ongoing projects.

6. Supporting the Union

The Union rents several spaces, including the Union Building, from the University. The University is responsible for ensuring these spaces are maintained, fit-for-purpose and of a high quality in line with other student spaces within the University estate.

The Union can book University spaces for Union activity including clubs and societies and volunteering. The University should, wherever possible, allow Union activity to operate in teaching spaces whilst not in use. The Union is responsible for ensuring spaces are returned to the layout condition they are found in to ensure teaching can resume without disruption.

The University will support the Union in providing it access to the same level IT support as other University departments and staff members. The Union should, wherever possible, use the same IT systems and infrastructure as the University to benefit from existing contracts and economies of scale.

The Union is responsible for the security within its trading venues, however it should work closely with the University Security team in recognition of the venues being situated within University campuses. The Union and the University will share information and CCTV footage where incidents occur to aid in investigation and disciplinary issues.

The Union staff will have the same access as University staff to personal development opportunities and support offered by Human Resources and other University departments with the exception of the pension arrangements.

Key Performance Indicators

Source	Measure	2024 Baseline	July 2026
NSS	Question 25	79%	84.5%
Pulse Survey	The Students' Union Represents my Academic Interests	74%	83%
Pulse Survey	I would turn to the Union for advice	47%	49%
Pulse Survey	The SU has a positive impact on my wellbeing	42%	65%
Pulse Survey	The SU has a positive impact on my social experience	48%	57%
Union Data	Increased engagement from students with the Union across all of our services and events	11,487	11,757
Surrey Decides	Number of students voting in the elections	14%	19%
Pulse Survey	Understanding of what Sabbatical Officers do	29%	25%
Pulse Survey	The Union is making me more employable	23%	28%
Pulse Survey	I would recommend the Union to friends	18%	21%
Pulse Survey	Overall satisfaction with the SU	52%	63%
Pulse Survey	Communications are relevant to me	40%	46%

Terms & Conditions of subvention

The Subvention is provided to the Union on the acceptance of the following terms and conditions:

- The Subvention is to be used for the purposes identified in the Subvention Purpose and detailed in the Subvention Purpose Details. If the Union considers that it needs to use all or part of the Subvention for a materially different purpose, the Union is required to seek the prior written approval of the University.
- Not withstanding that the Union is a separate legal body, the University requires its subvention beneficiaries to work collegiately with the University for the positive experience and benefit of its students, staff and the wider community.
- The University reserves the right to amend the Subvention. In the event of material change in the University financial position, the University reserves the right to review the subvention amount. Any such change will be implemented in such a way as to mitigate as far as is possible the impact on the core activities identified in the subvention purpose.
- The Subvention is to be provided to the Union on a monthly basis in equal amounts of 1/12th of the total.

Appendix A Definitions

"bye-laws" – the bye-laws made by the Union from time to time in accordance with Article 61 of the Memorandum and Articles;

"Memorandum and Articles"- the Memorandum and Articles of Association of the Union;

"MOU" – the Memorandum of Understanding between the University and the Union; this document as per Article 69 of the Memorandum and Articles;

"President" – the Sabbatical Trustee elected by the members to be President of the Union;

"Student Activity Groups" – clubs, societies, campaigning groups, volunteering groups and projects, student media groups and other student groups as recognised within rules laid out in the governing documents of the Union and other documentation as decided by the Union Trustees from time to time;

"Sub-Committees" – the sub-committees of the Union founded through the Memorandum and Articles, bye-laws and other documentation established from time to time by the Union; these committees receiving delegated powers from the Union Trustees;

"Subvention Grant" – any grant paid to the Union by the University in accordance with the Students' Union Financial Memorandum attached at Appendix D;

"the Council" – the governing body of the University;

"the Union" – University of Surrey Students' Union (Company Registration number 07470232);

"the University" – The University of Surrey founded by Royal Charter granted on 9 September 1966 as amended thereafter or its successor;

"Union Trustee(s)" – as defined in the Memorandum and Articles part 3.

"USUC" – University / Students' Union Committee. A sub committee of Executive Board

Appendix B
MoU Principles in Detail

Introduction

a) Under the Education Act 1994, the University has a statutory duty to ensure that the Union operates in a fair and democratic manner and is held accountable for its finances. The Union therefore works alongside the University in ensuring that the affairs of the Union are properly conducted and that the educational and welfare needs of the Union's members are met.

b) Unless other bodies or officers are specifically referred to below, the University acts by and is represented by the Council and the Union acts by and is represented by the Union Board of Trustees.

c) This MOU provides a binding framework which will govern the relationship between the Union and the University at every level. It is based on shared values and mutual respect and trust. The aim of this MOU is to set out, under a number of headings, agreed policy on issues of common concern both for the Union, its members, its trustees and the University so that a clear working relationship between the two is established. It also attaches agreements and memoranda as Appendices which have been agreed between the Union and the University.

d) This MOU is intended to safeguard the University in respect of legal obligations, and risks highlighted on the University Risk Register as well as the independence of the Union

e) This MOU will commence on 1 August 2023 and shall continue, unless terminated under clause 1.10 below until 31 July 2024, when it shall terminate automatically without notice unless, no later than 1 July 2024, the parties agree in writing that the term of the MOU shall be extended for a further year ("the Extended Term"). Unless it is further extended or terminated earlier under clause 1.10, the MOU shall terminate without notice at the end of the Extended Term.

f) Without prejudice to any rights that have accrued under this MOU, either party may terminate the MOU on giving not less than one month's notice to the other party.

g) Payment of the subvention grant from the University (as detailed in the Financial Memorandum at Appendix 1) is conditional on the Union adhering to this MOU and the MOU remaining in effect pursuant to clause 1.9 above.

h) Neither the Union or the University shall assign, transfer, mortgage or deed in any other manner with any of its rights and obligations under this MOU without the prior consent of the other party.

i) The Council is required under the Education Act 1994 to take such steps as are reasonably practicable to ensure that the Union is accountable for its finances and that the financial affairs of the Union are properly conducted as well as ensuring that arrangements exist for the approval of the Union budgets and the monitoring of its expenditure by the Council. The manner in which Council exercises this requirement is detailed in the Code of Practice on the Union (as set out in Appendix 2 as may be amended from time to time), with which the Union and the University will comply.

j) In addition, the Vice Chancellor has a key role in the financial affairs of the University as a whole, including the subvention provided to the Union as detailed in the Financial Memorandum between the University and the Union as attached at Appendix 1 to this MOU. As the Designated Office Holder he is responsible and accountable to the Office for Students ("OfS") (and any successor) and

ultimately to Parliament for ensuring that the uses to which the University puts public funds are consistent with the purposes for which the funds were given, as well as responsibility to ensure that expenditure is consistent with charity law. The Union recognises and accepts the role of the Vice Chancellor in this respect.

k) The regulation of the financial affairs of the Union is detailed in the Union governing documents which the Union shall ensure is consistent with this MOU, the Students' Union Financial Memorandum as attached at Appendix 1 to the MOU and the Code of Practice on the University of Surrey Students' Union. Responsibility is vested in the Union Trustees, and/or an appropriate sub-committee, subject to ratification by the Union Trustees. The parties are subject to the terms of the Financial Memorandum.

Principle 1

Working in partnership

1.1) The University and the Union both intend that this MOU will contribute to maintaining the excellent relationship between the University and the Union and between University officers and Union Trustees which is in the interests of the University and of its students and that the Union will continue to contribute to the University Strategy as outlined in its published strategy as amended from time to time.

Defining the Relationship

1.2) The University is a chartered corporation i.e. it has the powers of a person of full legal capacity and is subject to common law and statute. The University is an exempt charity within the meaning of the Charities Act 2011 and schedule 3 and SI 1966 no. 1460

1.3) The Union is a company limited by guarantee (registered under company number 07470232) and is incorporated and defined by the Memorandum and Articles. It is a charity, regulated by the Charity Commission pursuant to the Charities Act 2006 (registration number 1142479).

1.4) The University affirms its commitments to the self governance and autonomy of the Union under the Union's Memorandum and Articles consistent with the law and the University's obligations under the Education Act 1994.

1.5) The Union shall conduct and manage its own affairs in accordance with the Memorandum and Articles approved by Council and bye-laws as agreed by the Union Trustees. Any amendments to the Union's Articles of Association must be approved by Council. The parties are subject to the terms of the Financial Memorandum as attached as Appendix D to this MOU.

1.6) In recognition of its responsibilities in particular as a result of the Education Act 1994, Part II, the Council has approved a Code of Practice on the Union and related matters as attached as Appendix 2 to this MOU. This MOU follows from the Code and should be read in conjunction with it.

Management, accountability and the law

1.7) In relation to the Union's affairs the Union Trustees have prime responsibility and accountability. The Union's Chief Executive and his/her staff, assist the Union Trustees in conducting the affairs of the Union. The Vice Chancellor has the discretion to confer student status on the Sabbatical Officers as defined in the Memorandum and Articles. The Memorandum and Articles and bye-laws and Financial Memorandum and the Code of Practice on the Union describes the position and responsibilities of the Union Trustees and in particular those relating to the use of Union funds bearing in mind the charitable status of the Union.

1.8) To assist the Union and in recognition of its responsibilities in particular areas of activity, the Council may nominate a member of University staff to act as a

member of the Governance Committee for the electoral processes of the Union.

1.9) The Union is obliged in all respects to act in accordance with the Charter, Statutes, Ordinances and Regulations of the University and to comply with all University policies where they do not conflict with policy agreed by the Executive committee, codes of practice and any government legislation relating to its activities and operations as set out in the Union's Memorandum and Articles. The Union Trustees agree to ensure the Union complies with University legislation and such policies, codes of practice and government legislation. University officers will provide without liability advice as necessary to facilitate compliance in the best interests of the University. The Parties recognise that the Union has internal policies (for example in connection with Human Resources) which will be agreed by the Trustee Board in the light of Article 41 of the Memorandum and Articles of the Union, this MOU and the Code of Practice on the Union.

1.10) The Union's Chief Executive will immediately inform the University of any significant legal proceedings taken, threatened or proposed against the Union. He/she will also inform promptly the University Secretary of any situation that may give rise to any claim by or against the Union. The Union's Chief Executive, on behalf of the Union Trustees, will consult with the University Secretary any intention of the Union instigating legal action against another individual or legal entity prior to commencing such action; any such action will proceed in a way that would not endanger or damage the interest or reputation of the University.

1.11) The Union will be responsible for tax registration, compliance and for payment of all taxes including VAT and Corporation Tax as a result of its activity.

Trading Activities

1.12) The Union may operate legitimate trading or franchise activities consistent with its purpose and objects within its governing documents. Should it wish to alter the nature of a current trading outlet or franchise or introduce a new one on the campus, it must liaise with the University / SU Committee, or such other committee or officer as the Vice Chancellor may designate, who will need to approve in writing the Union's proposal and determine the space which can be allocated and the terms under which that allocation is made in advance of the Union taking only binding action in that regard. The University must be able to satisfy itself that the proposed trading activity integrates with the University's own plans for trading outlets. Where the activity involves the occupation of University owned premises such as the Union Building by outside organisations or individuals then the provisions of this MOU and any separate agreement for lease between the University and the Union must be adhered to by the Union.

1.13) Trading activities where the University and the Union hold a joint interest shall be detailed in written agreements, which amongst others will include provisions governing use by the Union of the University's name, crest and University branded items.

1.14) The University and the Union will consult with each other and endeavour to maintain complementary facilities where both operate discrete catering or retail operations that compete for the same trade.

1.15) The Union may use any monies received from its trading activities or hire fees charged to fund the pursuit of its objects as laid out in the Memorandum and Articles.

1.16) No Premises Licence application will be made in relation to any University owned premises, including the Union Building, or licence entered into, without the prior

written approval of the Director of Campus Services, or other University officer as designated by the Vice Chancellor. The Union will ensure that relevant licensing law is adhered to in relating to any Premises Licence or Entertainment licence and by any Designated Premises Supervisor appointed by the Union. Renewal of any existing premises licence held by the Union only needs approval where significant changes are proposed to its terms.

1.17) The Union will provide the Director of Campus Services with details of the current premises license held by the Union. Subsequently the Union will keep the Director of Campus Services, or other University officer as designated by the Vice Chancellor, informed of any planned temporary or permanent proposals to vary the terms and conditions of any Premises Licence held by the Union.

Staff matters

1.18) The Union shall set up a good quality defined contribution pension scheme or group personal pension arrangement for its employees and, in respect of employees as at 1st October 2010 who are members of the Universities Superannuation Scheme ("USS") or the Local Government Pension Scheme ("LGPS") shall pay employer contributions on an ongoing basis for the duration of their employment with the Union at the employer contribution rate from time to time payable by the University in respect of its employees who are members of the USS or LGPS as applicable. For employees who do not commence employment with the Union until after 1st October 2010, the Union shall pay employer contributions into the said pension arrangement at a rate to be determined by the Union.

1.19) Students' Union salaried staff shall have access to the services the University provides to its staff except for those connected to University staff payroll and pension arrangements.

Use of the University crest name and trademark

1.20) The "University of Surrey", and the University Crest (both versions) and the University stag are all the property of the University (the "Trade Marks"). The Union shall have the non-exclusive right to reproduce them without charge for non-profit making and social and non-commercial purposes in connection with the charitable purposes of the Union, provided that the style of use complies with the conditions that are laid down by the University from time to time to protect its rights and interests, including those imposed upon it by the College of Arms.

1.21) The Union has also been granted permission by the University to use the name "University of Surrey" as part of the company name "University of Surrey Students' Union" only for the purposes of the charitable company for the benefit of University of Surrey students. Before any other use by the Union (including by any subsidiary or trading companies) of any one or more of the other Trade Marks, including use on World Wide Web pages or in registered World Wide Web domain names the Union shall seek prior written approval from the Commercial Affairs Committee. The University will need to satisfy itself that the proposed use by the Union is in accordance with the University's own use of the Trade Marks. Any approval shall be given in writing setting out any conditions attached to the approval, and the Union shall comply with such conditions.

1.22) The Union may also, at the sole discretion of the University, be granted the non-exclusive right to use any one of the Trade Marks for commercial or retail purposes with approval from Operations Committee. Before any such use by the Union, the Union shall seek prior written approval from the Commercial Affairs Committee. Any approval shall be given in writing setting out conditions attached to the approval, and the Union shall comply

with such conditions.

1.23) Any approvals required to be sought by the Union from the University / Students' Union Committee in accordance with the terms of this paragraph 11 shall apply only to proposed activities of the Union and/or proposed uses of the Trade Marks by the Union that are not already being undertaken as at the commencement date of this MOU (as set out in paragraph e).

1.24) In the event that the Union's use of the Trade Marks is likely to or has damaged the goodwill or reputation of the University, or in the event of non-compliance by the Union of the other provisions of this paragraph 1.20, the University shall have the right to terminate the right of the Union to use the Trade Marks.

1.25) The University shall have the right to recover compensation from the Union for any losses it may suffer resulting from activities of the Union of its use of the Trade Marks.

1.26) The Union acknowledges that it shall gain no rights to the Trade Marks other than what has been expressly granted in this MOU. The University shall retain the goodwill in and relating to all the Trade Marks.

1.27) The Union shall not be permitted to grant the right to third parties to use the Trade Marks or to file any application in its own name to protect the Trade Marks by way of trade mark registration in the UK or elsewhere.

1.28) Any rights granted under this clause 1.20 in respect of any one or more of the Trade Marks shall expire on the termination of this MOU pursuant to clause 1.20. 9 or 1.10 (or sooner if the rights to use the same are terminated pursuant to clause 11.4 above). Upon expiry of the rights to use the Trade Marks, the Union shall immediately (and in any event within 30 days) cease use of all of the Trade Marks (including ceasing use of 'University of Surrey' as part of the Union's company name) and shall remove all uses of the Trade Marks in all forms from all material within the Union's control (including but not limited to uses on electronic and paper material).

Communication with the University

1.29) The main channel of communication between the University and the Union will be via the Union attending a meeting of the Vice-Chancellors Executive Board at least three times per academic year. Union Trustees in general, however, may consult members of the University's Professional Services direct on any issue. The Vice Chancellor and other relevant University Officers will meet with the Union Trustees from time to time or as necessary.

1.30) These and other current channels of communication between the Union Trustees and the Union Chief Executive and members of the University shall be maintained but their effectiveness will be kept under review. In addition, more formal reporting procedures shall be maintained in order that the University can be assured that the Union is carrying out its responsibilities in accordance with this MOU and the Code of Practice on the Union and the Financial Memorandum. The Union shall report formally to the University on the following activities. Audited accounts will be presented to the University Students' Union Committee by December each year; Health and Safety matters to the University Health and Safety Office at least annually; Estates management matters to the University Estates, Facilities, & Commercial Services at least annually.

1.31) Such other information as the University reasonably requires from time to time in order to comply with its duties under the equality legislation as amended from time to time.

1.32) The Union shall, in addition to publishing promptly online papers and minutes of meetings of the Board of Trustees, also publish an Annual Report which shall be provided to its members in accordance with the Companies Act 2006 and subsequently be submitted to the next meeting of the Council. The Report shall contain:

1.33) A statement that the Union operates in a fair and democratic manner and that it has properly accounted for its finances.

1.34) A report on the Union finances including procedures for allocations to student activity groups; a report of any charitable collections; a list of the external organisations to which the Union has made any donations in the period to which the Report relates and a report of its current affiliations.

1.35) A report on the conduct and outcome of elections of Sabbatical and Student Trustees, and appointment of University and External Trustees.

1.36) Budget and accounts to the University's Director of Finance for submission to Finance Committee and Council.

1.37) A report on equality, diversion, and inclusion matters within the Union; including a gender pay report

1.38) The University and the Union need to share data regarding staff and students and both, as data controllers, are subject to provisions of the Data Protection Act 2018. The current data sharing agreement is annexed as Appendix C.

1.39) Both parties will maintain their registration with the Office of Information Commissioner and ensure its accuracy.

1.40) The University will be the sole administrator of the student database, which will also serve as the register of company members for the Union in accordance with the 2006 Companies Act, and the electoral register for Union elections.

1.41) The University will inform students during registration that data will be shared with the Union. The Union shall inform its members and employees that data will be shared with the University.

1.42) The Union acknowledges that the University is subject to the requirements of the Freedom of Information Act 2000 (as amended from time to time) ("FOIA") and the Union agrees that it shall at its own expense cooperate and provide all necessary assistance as may be reasonably requested by the University to enable the University to comply with its obligations under the FOIA. In the event that the University receives a FOIA request relating to the Union, the University shall act in accordance with its statutory duties under the FOIA to consult potentially affected third parties.

Digital Signage

1.43) The University and Union will collaborate and co-operate to provide a compelling, informative, and reliable digital signage system across the University Estate

1.44) From 2021 onwards the hardware and software platform shall transfer to the University who will assume responsibility for maintenance and expansion to new areas

1.45) The Union shall provide technical support where applicable and necessary to assist in the maintenance of the digital signage network

1.46) The University and the Union shall both have full access to the digital signage network according to the editorial policy in force at that time

1.47) The editorial policy should not seek to restrict access but to ensure that digital

signage network is utilised to its full potential for the benefit of the campus.

1.48) The editorial policy will be reviewed annually between the University and Union

Principle 2

Student wellbeing and support

2.1) The University and the Union both attach great importance to the welfare and support of their students and are committed to work together to provide complementary and high quality advice, support, and other services to students, commensurate with available resources.

2.2) Subject to compliance with data protection legislation, and in accordance with the Students' Union's Support Agreement with students, the University and the Union will share information to ensure the best possible welfare services are provided to students.

2.3) As the sole representative body for University of Surrey students, the Students' Union will provide independent and confidential advocacy to students going through any University of Surrey process as described in the University's student regulations. The Union will ensure students are fully informed of the regulations and are empowered to act within their own best interests, but will not be an active participant in any false representation.

2.4) The Students' Union also facilitates students who wish to participate in the support of others, and provides organised groups, training and guidance for students to participate in supporting the mental and physical wellbeing of their peers. These student run support groups are facilitated by salaried Students' Union staff who liaise with the University's Wellbeing Services as necessary and ensure these groups receive up to date training and comply with all necessary regulations.

Principle 3

Student Voice

3.1) The Students' Union is required by the Education Act to conduct free and fair elections for its elected officer roles, and the University must have confidence that these procedures are being properly managed.

3.2) The University is represented in the management of democratic procedures by the University Secretary, who is consulted as necessary.

3.3) The Students' Union's elected officers hold positions on Committees within the Academic Governance of the University, to represent the interests of the Students' Union's membership. These provisions are set out in the University's Code of Practice for Student Engagement.

3.4) The Students' Union facilitates democratic processes throughout the year as follows:

a. The main election process, conducted by cross campus online ballot every year and whenever a by-election may be required.
b. The Course Representative election process, conducted by online ballot in partnership with the University three times each academic year.
c. The Annual General Meeting (AGM) committee election process for Students' Union clubs and societies, conducted by online ballot during the AGM season once per year, and as required at Extraordinary General Meetings (EGM).

3.5) During a cross campus election process, the Students' Union and University work together to facilitate the campaigning period, during which candidates may display their election campaign

materials on campus provided this does not contravene any health and safety regulations or interfere with the academic activities of the University. The Students' Union ensures the prompt removal of campaign materials at the end of each election period.

Course Representation

3.6) Under the terms of the University's Code of Practice for Student Engagement, the Students' Union and University work in partnership to deliver the Course Representative programme which facilitates the communication of student opinion and feedback on all academic programmes and at all levels in order to ensure that the representative student voice is acknowledged and empowered.

3.7) Through this partnership, the University ensures that Course Representative nomination processes and elections take place, and the Students' Union supports in the facilitation of these processes, and in the training and development of Course Representatives.

3.8) In order to conduct the processes involved in the Course Representative System, the University identifies members of its staff who act as liaison between the University and Students' Union, and are responsible for the dissemination of information to students on internal departmental matters which relate to Course Representation.

3.9) It is compulsory for all Course Representatives to attend the Students' Union's Student Voice Forum meeting, which takes place a minimum of three times per academic year, and is attended by a panel of University Executive Board members as agreed between the University and Students' Union. The Course Representative system is developed in partnership between the Vice President Voice of the Students' Union, and the Pro-Vice Chancellor Academic.

Principle 4

Providing student activities

4.1) The Union has operational control of all Union societies, clubs and student groups.

4.2) The Union is responsible for all social functions organised by any Union societies and clubs and student groups. Events taking place within the confines of the University should comply with the University Events Policy.

4.3) The Union is responsible for ensuring that all Union societies clubs and student groups maintain proper accounts, and that activities are appropriately risk assessed.

4.4) The procedure for allocating resources to Union clubs, societies and student groups will be fair and set out at www.ussu.co.uk, published annually and freely available to any registered student on application to the Chief Executive of the Union.

4.5) The Union will provide a list of all current Union societies, clubs and student groups from time to time to the University on request.

4.6) The University and the Union both attach great importance to the provision and promotion of high quality sporting opportunities and experience to students, wherein "sport" encompasses a wide range of activities from performance/competitive sport to general fitness and physical wellbeing. This collaboration is governed by the Sporting memorandum

Principle 5

Community building

5.1) All features, articles, letters and advertisements published by the Union in The Stag or any other or successor Union publications are as a result of decisions made by the Editor of the publication,

liaising with the Editor in Chief and/or the editorial board.

5.2) All broadcasts podcasts and advertisements published by the Union's TV station ("StagTV") or radio station ("Stag Radio") or any other or successor to the same are as a result of decisions made by the Station's Manager and its Management Committee, liaising with the Editor in Chief and/or the editorial board.

5.3) As such these media are all independent of the University and no responsibility will be accepted by the University for anything published by the Union. This includes The Stag, other Union publications, the Union world-wide web pages, Union social media sites, Stag Radio, StagTV and media broadcasts of any description including television and film.

5.4) Material, which is unlawful, obscene or defamatory, or which could infringe the rights of a third party may not be published in any Union publications or broadcasts. The Union is required to ensure this is so and in the event of a breach will report on this matter to the University at the earliest opportunity.

5.5) The Union confirms to the University that it is currently the holder of all the broadcasting licences required for Stag Radio to operate, whether over the airwaves or online through the world wide web. The Union has agreed to put certain procedures in place to ensure that there is no breach of these licences and that the University is not brought into disrepute by the actions of the Union and its members. In the event of any fines, damages, liabilities or legal action arising due to the Union's actions or inactions or the actions or inactions of Union societies, clubs or student groups, the University reserves the right to recover the full costs or liabilities incurred by the University from the Union by the University by the withholding or reduction of subvention grant subject to the initiation of the dispute resolution procedure set out in clause 21.

5.6) The Union media shall also operate in accordance with the Codes of Practice agreed within the relevant publishing or other industry., including (but not limited to) the "Newspaper and Magazine Publishing in the UK Editors' Code of Practice" as amended from time to time. A copy of the current Editors' Code of Practice is attached at Appendix C.

5.7) Any trading activities carried out by The Stag office or any other Union media activities will be subject to the same requirements as other Union trading activities.

5.8) The Union will inform the University as soon as possible if significant external publicity is sought for any issue or when it is invoked by any of its activities.

5.9) The University and the Union will work together to enhance and protect each other's reputations and standing in the wider community taking all actions reasonably possible to ensure that their respective reputations are not brought into disrepute by the actions of the other or their staff or members.

5.10) The University and the Union are committed to improving links with the local community.

5.11) All Union student groups and individual members of the Union collecting in the name of the Union, or its student groups, shall observe the requirements of the Charities Act 2006 and any other relevant legislation or University policy when raising funds for charity. In particular:

5.12) The Union shall not expend funds for activities outside its purpose as defined in its governing documents.

5.13) The Union shall not make donations to any external organisation except where a specific collection has been taken for

that purpose, where all those making a donation are aware of the destination of their donation, and where all reasonable costs associated with collecting the donations are deducted from the donation.

5.14) Collections may only be carried out in those local authorities where a licence to collect has been obtained and collectors must carry copies of these licences when collecting. Collecting tins must bear the information required about the charity or charities for which the collection is being made.

5.15) The results of any such charitable collections shall be published in the Unions Annual Report.

5.16) The University and the Union will consult with each other and endeavour to operate complementary fundraising activities.

Principle 6

Supporting the Union

Provision of Services

6.1) The University provides all services to the Union as any University department would enjoy with the exceptions as detailed in Appendix 3

6.2) Union staff are entitled to staff services provided to University staff with the exception of those provided as a direct result of employment (e.g. pensions, salary sacrifice schemes)

6.3) The University commits to funding of capital works designed to provide a physical environment for the Students' Union that is suitable and fit for purpose.

Information technology

6.4) The University currently provides a network connection between the Union's network and the University's campus network including SuperJanet and the internet. In addition to the fibre link, the University also supports the network switches connected to it at the Union Building end. The University also provides a central mail hub service which routes Union email into and out of the University via the Union's network connection and the University's SuperJanet link. The University gives no warranty in relation to availability of the network connection and shall not be liable for any losses caused by any down time of the network. This service includes security defences such as spam filtering, anti-virus filtering and other related activities. The service also supports the distribution of some bulk email distributions to students on behalf of the Union.

6.5) The Union will route all e-mail traffic through the University e-mail server and will only use the Surrey domain for e-mail (and not for any websites). The Union will administer the access to society e-mail accounts together with IT Services

6.6) The Union will have access to and support from the University IT user helpdesk system.

6.7) Where the Union accesses services on the campus network or via the campus network on the internet, they and their members must comply with all of the University's IT policies, standards, codes of practice and General Conditions of Use which may be amended from time to time and which currently include:-

a. IT Acceptable Use Policy
b. Information Security Policy
c. Data Protection Policy
d. Using Your Own Devices Policy
e. Security update and patching Policy

6.8) In the event that the University becomes aware or is notified that the Union is no longer entitled to receive any one or more of the services that are currently provided to it from a third party provider via the

University and as set out in this clause 16, or to use any software owned by a third party licensor, by reason of the change in legal status of the Union, the University shall notify the Union of the same. The University shall use reasonable endeavours to procure agreement from such third party provider or licensor to permit the continuation of such services and/or licence. In the event that the University is unable to obtain such permission it shall notify the Union of the same, and the Union shall be obliged to procure the same or equivalent services and/or licence directly from the same or alternative third party provider or licensor.

6.9) Subject to the provisions of sub-clause 16.4 above, in the event that the Union wishes the University to provide additional IT services at the Union's expense, in addition to any services currently being provided in accordance with this clause 16, then it shall make such request in writing to the University, and the proposal will be considered by the University. Any agreement reached between the Union and the University shall be detailed in a separate service level agreement. In the event that the University is unable to procure the provision of any one or more additional services from the third party service provider, the Union may take steps to procure such additional services directly from the same or alternative third party provider.

6.10) The Union shall be responsible for all content originating from it and transmitted through the University's network connection. The Union shall not, and shall not knowingly permit, any users of its email accounts to transmit any unlawful, defamatory or obscene material or any material that may infringe the rights of any third party.

Security

6.11) The University provides general security over the University's campus. In general, such services are patrolling at the Union's premises and providing a response service for security incidents in line with the service provided to University departments (the "Security Services"). The University's Head of Security and the Board of Trustees may agree in writing from time to time to alter or amend the Security Services and/or to specify the Security Services in more detail.

6.12) The University has its own CCTV code of practice in relation to surveillance on campus but the Union is expected to have its own CCTV code of practice for surveillance that it undertakes within the Union Building. The Union shall ensure such code of practice complies with legislation including, but not limited to, the Data Protection Act 1998.

Dispute Resolution

7.1) The Council will formally review the Union's governing documents every five years. However, if the Union submits proposals for substantial amendments to the governing documents to the Council in any year, the next formal review will be held five years from the year in which the Council approved those amendments.

7.2) The MOU and Appendices to this MOU relate to the current situation. Any changes to the Appendices or this MOU required during the term of the MOU (as defined in clause 1.9 above) to reflect the changing needs of the University or the Union shall be agreed by the Union and the Council following full consultation between the parties, save that when changes are required under the Education Act 1994, changes will be finally determined by the Council. The creation of new appendices will require the approval of the Union Trustees and the Council.

7.3) The Union will present consolidated amendments of the Union byelaws to Council annually for information.

7.4) The Union will ensure that correctly maintained governing documents shall be available to all members of Council and Executive board whenever required

7.5) The Union's Chief Executive will ensure that the President receives this document annually and will make copies available to other Union Trustees as appropriate.

7.6) This MOU will not be affected by any legitimate campaigning or lobbying undertaken on behalf of Union members.

7.7) The Union and the University intend to work collaboratively in support of the objects of both institutions, and this is recognised throughout this MOU. The normal expectation of both parties is that any matters arising will be discussed in a positive and constructive way, as close to the source of the issue, and resolved speedily at a local level.

7.8) In the event of a breach or dispute arising between the parties in connection with this MOU, which cannot be resolved at local level, it is agreed that in the spirit of mutual co-operation, the matter will be raised initially at the Union/University Strategy Group level.

7.9) In the event that, after discussion by those parties, the matter remains unresolved to the satisfaction of both parties, either party may serve a written notice to the other specifying the nature of the breach or dispute of this MOU and requiring the breach to be remedied or the dispute to be settled within 30 days, or such other reasonable period as agreed between the parties. In cases of breach or dispute which are, in the referring party's reasonable opinion, sufficiently serious or urgent so as to require immediate action, a party may refer the matter directly to the Vice Chancellor of the University or the Chair of the Board of Trustees of the Union (as appropriate) for discussion, without first allowing 30 days' notice to expire.

7.10) In the event that, after the expiration of 30 days or such other period as has been agreed, the matter remains unresolved to the satisfaction of both parties, it will be referred to the Vice Chancellor of the University and the Chair of the Board of Trustees of the Union for discussion.

7.11) If after a further 30 days the matter remains unresolved, it will be referred to the Chair of the University's Council for resolution, who will receive written reports from both the Union and the University before making a decision.

7.12) Both parties confirm that the dispute resolution provisions set out in this Clause 19.7 are not open to students who wish to bring individual complaints, either about the Union or the University, or where other processes are already in place. Clause 19.7 is solely to be used for matters of dispute arising between the Union and the University at a corporate level in respect of this MOU.

7.13) In order to ensure that the University is fully able to comply with its statutory obligations imposed under section 22 of the Education Act 1994 or under charity law, the parties agree that in the unlikely event of the University's Council raising a formal written concern regarding such a matter, the Union will immediately refer the issue of concern to its Board of Trustees who will undertake to investigate and resolve the matter to Council's satisfaction as a matter of extreme urgency and until such matter has been resolved the Union will fully indemnify the University for any liability costs claims and damages arising as a result of being unable to comply with its statutory obligations due to the autonomy of the Union.

Appendix C
Code of Practice

1. Introduction

1.1. This code of practice ("Code") sets out the steps which the Council of the University of Surrey (the "University") proposes to take, in so far as is reasonably practicable, in observance of the requirements of the Education Act 1994 (the "Act"), to secure that the University of Surrey Students' Union (the "Union") operates in a fair and democratic manner and is accountable for its finances.

2. The Union

2.1. The Union operates under the written Memorandum and Articles of Association ("Memorandum and Articles") approved by the Union on and ratified by the University Council on.

2.2. The Union exists to fulfill its charitable objects, as set out in its Memorandum and Articles.

2.3. In accordance with Article 9 of the Memorandum and Articles, the Board of Trustees and the University Council shall be required to review the Memorandum and Articles at intervals of not more than five years. The President is required to notify the University Council annually of any change to the bye-laws approved by Board of Trustees during the previous academic year.

2.4. The Union is required to make copies of its Memorandum and Articles and bye-laws freely accessible on Union premises and on line for inspection at http://www.ussu.co.uk by all students of the University, whether or not they are members of the Union.

2.5. The Union is subject to charity and company law. It may undertake only activities, or incur expenditure which fulfill its charitable objects and which are permitted under its powers as described in the Memorandum and Articles. The Union is required to operate within the legal framework as advised by the Charity Commission, particularly in relation to campaigning and political activities.

3. Membership of the Union

3.1. Registered students of the University will become members of the Union unless they exercise their right to opt out of such membership pursuant to Article 10.1 of the Memorandum and Articles.

3.2. A student who wishes to exercise their right to opt out may do so by contacting the Union President.

3.3. Students who opt out of membership are not entitled to represent or be represented by the Union, or to participate in any of its democratic processes, or to serve as officers of the Union or any of its clubs, societies or committees. They may continue to benefit from services provided by the Union for students of the University.

4. Provision of services

4.1. The Union shall provide for all students (including those who have opted out of membership) a range of activities, amenities and services.

4.2. All students at the University who utilise the amenities or services of the Union, whether members or not, shall be bound by the disciplinary procedures of the Union, as set out in the bye-laws.

5. Elections

5.1. Union elections are conducted in accordance with the Memorandum and Articles and the Union's bye-laws.

5.2. The Union is required to publicise the election procedures within the Union and online, and to make copies available for inspection by all students, whether members or not on the Union's website http://www.ussu.co.uk.

5.3. The full-time Officer Trustees shall be deemed to be "major union office holders" for the purpose of the Act.

5.4. Full-time Officer Trustees of the Union are elected annually by secret cross-campus ballot in which all full members of the Union are entitled to vote.

5.5. In accordance with the Act, no student may hold an Officer Trustee or any other paid elected Union office for more than two years.

5.6. The returning officer of the Union is appointed by the Trustees and oversees the conduct of the elections. He or she is responsible for providing a report to the Clerk to the University Council (the "Clerk") to confirm that he or she is satisfied as to the conduct of the elections. If not satisfied that an election has been fairly and properly conducted, the returning officer may declare such an election void.

6. Financial matters

6.1. The Union is required to keep proper accounts and accounting records; maintain a sound system of internal financial management and control; plan and conduct its financial affairs so as to ensure that its total income is at least sufficient to meet its total expenditure. The Union must maintain its financial solvency; and obtain prior written consent given by or on behalf of the University Council to any transaction involving land, or buildings as scheduled in the building occupancy agreement.

6.2. The Union's budget is subject to consideration by the University in accordance with the Students' Union Financial Memorandum and the Union is required to prepare annual estimates of income and expenditure for submission to the University Council in such form and at such time as the University prescribes.

6.3. The Union is required to appoint external auditors and to submit to the University Council the annual financial reports and audited accounts of the Union.

6.4. The Union is required to publish its annual financial reports and audited accounts within Union premises and online, and such accounts and reports are to be filed with the Charity Commission and at Companies House and also be made available for inspection by all students, whether or not they are members of the Union.

6.5. The Union is required to publish in its annual financial reports a list of the external organisations to which the Union has made donations in that financial year, and details of those donations.

6.6. The Union is required to make reports to the University as prescribed in the Financial Memorandum as agreed from time to time between the Union and the University (the "Financial Memorandum").

6.7. The Union is required to set out in its bye-laws a fair procedure for the allocation of resources to societies, clubs and other groups within or affiliated to the Union.

6.8. The Financial Memorandum provides that if the Union fails to comply to the satisfaction of the University Council, with the requirements of this Code or to the Memorandum of Understanding, or of the Memorandum and Articles, or of the relevant statutes, the Council may withhold funding from the Union and/or may require the Union to repay in whole or in part funds which the University has made to the

Union, together with interest in respect of any period during which a sum due to the University under this or any other condition remain unpaid.

7. Union affiliations

7.1. The Union is required to publish a notice of any decision to affiliate to an external organisation, stating the name of the organisation to which the Union is to affiliate and details of any subscription or similar fee paid or proposed to be paid, and of any donation made or proposed to be made, to that organisation. The notice shall be made available to the Council and to all students of the University.

7.2. The Union is required to publish, at least once in each academic year, a report containing a list of any external organisations to which the Union is currently affiliated and details of the subscriptions or similar fees paid, and of any donations made, to such organisations in the past year or since the last report. The notice shall be made available to the Council and to all students of the University.

7.3. The Union shall submit a current list of affiliations to external organisations for approval by members of the Union at the Annual Members Meeting at least once in each academic year.

7.4. Any affiliation rejected by a majority vote at the Annual Members Meeting will be put to a cross-campus referendum to determine, by a secret ballot in which all full member of the Union are entitled to vote, whether to continue affiliation to the particular organisation in question, subject to the requirements set out in the memorandum and articles and bye-laws.

8. Complaints

8.1. The Union's formal complaints procedure is available to all students, whether or not members of the Union, who are dissatisfied in their dealings with the Union or claim to be unfairly disadvantaged by reason of their having exercised the right to opt out of membership of the Union. The Union's complaints procedure may be used by students individually or in groups.

8.2. If, having exhausted the Union's complaints procedure, or being otherwise unhappy to use the internal complaints procedure, the complainant is still not satisfied, he or she has the right to ask the University to review that complaint independently. Such complaints should be submitted in writing to the University's University Secretary. The Council of the University may appoint an independent person to investigate and report on the complaints. In that event, the investigating officer shall report to the Council.

8.3. The decision given by or on behalf of the Council shall be final.

8.4. The Union shall cooperate in implementing promptly any remedial action recommended by the Council.

8.5. The President of the Union and the University Secretary will liaise to ensure that complaints relating to the Union are dealt with promptly and fairly.

9. Information

9.1. The University draws at least once a year the attention of all students to:

- 9.1.1. This Code of Practice:
- 9.1.2. The restrictions imposed on the activities of the Union by the law relating to charities:
- 9.1.3. The provisions of section 43 of the Education (2) Act 1986 and the University's Code of Practice on Freedom of Speech as amended from time to time, in relation to the activities and conduct of the Union:
- 9.1.4. The right of every student not to be a member of the Union:
- 9.1.5. The arrangements it has made for services of a kind which the Union provides for its members to be

provided for students who are not members.

9.2. This information is published on the University's website (http://www.ussu.co.uk).

10. Review

10.1. The Registrar will advise the Council if, in the light of the operation of this Code of Practice, any revision of the code appears necessary.

Appendix D
Financial Memorandum

1. Introduction

1.1. This Financial Memorandum (the "Memorandum") sets out the terms and conditions upon which the University of Surrey (the "University") will pay to the University of Surrey Students' Union (the "Union") an annual subvention (the "Subvention").

1.2. Without prejudice to any rights that have accrued under this Memorandum, either party may terminate the Memorandum on giving not less than one month's written notice to the other party.

2. Accountability

2.1. As trustees of public money, it is the responsibility of the Council of the University and the Union Trustees to ensure that the funds made available to the Union are properly discharged. The Union is therefore accountable to the Council for ensuring that the accounting and reporting requirements of the Charities Act 2011 as amended from time to time are met.

2.2. The Union will comply with its Financial Procedures Manual, approved by the Union Trustees.

2.3. The Union will keep proper accounts and accounting records and maintain a sound system of internal financial management and control.

2.4. The Union may not incur expenditure or take any action which is inconsistent with the law relating to charities. Guidelines on this matter, which have been issued by the Charity Commission, will be referred to in cases of doubt by the Union Trustees or the Council. In general, expenditure is proper if it can be said to be appropriate for the purposes of representing and furthering the interests of students at the University in such a way as to assist the educational aims of the University.

2.5. As a requirement of the 1994 Education Act, the procedure for the Union's internal allocation of its resources should be written, fair and accessible to the University and the members of the Union.

2.6. The Union will comply with the detailed requirements of the Education Act 1994 concerning affiliations to external bodies, in particular giving due notice of any decision to affiliate, reporting on affiliations and reviewing them, as set out in the Code of Practice of the University as amended from time to time (the "Code").

3. Financial management

3.1. The Union shall each plan and conduct its financial affairs efficiently, with a view to the Union's respective total income being at least sufficient to meet its respective total expenditure and that its financial solvency is maintained. "Total income" and "total expenditure" shall have the same meanings as in the Charities Statement of Recommended Accounting Practice ("SORP")

3.2. Whilst it is expected that the Union's trading activities shall be operated efficiently and profitably, profit motives should not be pursued to the detriment of the interest of its members or charitable objects and the Union is required to make adequate financial provision for its long-term development. Failure by the Union to provide its core activities may result in the initiation of the dispute resolution procedure set out in clause 19.7 of the Memorandum of Understanding between the University and the Union dated (the "MOU").

3.3. Any form of borrowing (whether or not secured) by the Union, including overdraft, shall require the prior approval of the University.

4. Financial statements

4.1. The Union shall keep proper accounting records and shall prepare financial statements in respect of each financial year which shall be professionally audited by a firm of auditors independent of the University's external auditor. The records shall be kept in accordance with the SORP.

4.2. The University may make to the Union such accounting and financial directions from time to time as the University thinks fit (provided such requirements are in accordance with generally accepted accounting principles and the SORP) as to:

4.2.1. the information to be contained in the Union's financial statements;

4.2.2. the methods and principles according to which they are prepared.

4.3. The Union financial information shall be presented to the University in the format as shown in Appendix 5.

4.4. Financial statements and reports of the Union should be published annually, and be made freely available to the members and the University, and should list donations to external organisations.

5. Allocation of subvention

5.1. The Union's Trustee Board will each year prepare and approve the Union's annual budget, to include:

5.1.1. detailed business plans and financial projections for all trading activities; and

5.1.2. detailed business plans and financial for all "core activities" of the Union (as clause 1.2 above); and

5.1.3. commentary detailing the Union's proposed business strategy, objectives and activities for the relevant period;

5.2. As a condition of seeking an annual subvention, the Union will as soon as practicable and in any event prior to the 1 July 2011 (and annually thereafter if this Memorandum is extended pursuant to clause 1.2 above) submit the information at paragraph 5.1 above to the CFO.

5.3. Having considered the information at paragraph 5.1 above in the context of the University's annual budget, the University may allocate funds to the Union by means of a subvention grant.

5.4. The amount of subvention shall be at the University's absolute discretion and will be agreed by the University Executive Board.

6. Payments of Funds

6.1. The University will normally remit any annual subvention to the Union in equal monthly instalments. The University shall not be under any obligation to remit an annual subvention to the Union unless and until it has received its recurrent grant from the OfS for the period in question.

6.2. The method of remitting subventions shall be decided by the University's Director of Finance in consultation with the Union. The presumption shall be that the annual subvention is a block grant except for any element which is earmarked or to which special conditions are attached. The University reserves the right to a reimbursement of any underspend in respect of an earmarked grant.

6.3. Subject to the timing of the notification of the University's recurrent grant by the OfS, the Council will normally approve the subvention to the Union as part of the University budget not later than the regular summer meeting each year and will inform the President as soon as practicable thereafter.

7. Repayment

7.1. The University shall be entitled to require repayment by the Union, in whole or in part, of funds or other resources received from the University (together with interest thereon), if the Union fails to comply with:

7.1.1. any conditions to which the allocation was subject; or

7.1.2. the terms of:

(i). this Memorandum;

(ii). the Code;

(iii). the MOU;

(iv). the Union's Memorandum and Articles; or

(v). any legislation which the University reasonably considers affects the Union.

7.2. In addition to paragraph 7.1 above, in the event of any improper action by the Union or any organisation within the framework of the Union which results in costs or liabilities to the University, the University reserves the right to recover the full costs or liabilities incurred by the University from the Union by the withholding or reduction of subvention grant.

8. Provision of information

8.1. The Union shall furnish the University with such information as the University may require for the purpose of the exercise of its functions under this Memorandum, the Code and the MOU.

8.2. On behalf of the Council, the Director of Finance or their nominee will receive from the Union management accounts and commentary reports against budget for monitoring purposes. Such reports shall be in the format included in appendix

8.2.1. confirmation of membership and other core services provided during the relevant reporting period; and

8.2.2. a comparison of these results against the Union's business plan for:

(i). the relevant period; and

(ii). the relevant period the preceding year; and

8.2.3. results of trading areas; and

8.2.4. a comparison of those results against the Union's business plan for:

(i). the relevant period; and

(ii). the relevant period the preceding year; and

8.2.5. analysis an d reasons for any deviation from the Union's business plan for the relevant period; and

8.2.6. a statement on the Union's balance sheet and cash flow forecast.

8.2.7. A copy of the Union's final form of audited accounts shall be submitted within three months of the accounting year end to the University's Chief Financial Officer.

9. Audit

9.1. The University may issue from time to time an Audit Memorandum which specifies the obligations of the Union in respect of external and internal audit. The Audit Memorandum may include a requirement for the Union to establish an audit committee.

9.2. External auditors appointed by the Union, will audit the accounts of the Union on an annual basis and the audited accounts presented to the Council. They will be widely available for inspection by members. Audited accounts will be presented to the Council for approval in December of each year.

9.3. The University's internal Audit Service will, from time to time, evaluate and report on the internal control systems of the Union and make enquiries and shall have access to all records, information, books and assets for that purpose.

10. Other Matters

10.1. Neither the Union or the University shall assign, transfer, mortgage or deal in any other manner with any of its rights and obligations under this Memorandum without the prior written consent of the other party.

10.2. Questions arising on the interpretation of any statement in this Memorandum shall be resolved by the University's Finance Committee as appropriate after consultation with the Union and, if appropriate, with bodies representing universities or student unions.

Appendix E
Excluded Services

Service Area	Exclusions
Finance	All
IT	Application support for systems developed or purchased by the Union. Access to management information systems
Estates	Repair and maintenance to any equipment or installation purchased or installed by the Union
HR	All, except learning and development, wellbeing services and occupational health
Pensions	All
Security	Event security
Insurance	All, except building insurance for leased buildings.
Legal	All
Health and Safety	All, except events and activity held in conjunction with the University

SURREY
STUDENTS'
UNION

*Your Surrey **Life.***