**University of Warwick and Warwick Students’ Union**

**Framework of Good Governance and Accountability**

**Version 8.3**

This Framework of Good Governance and Accountability is established to clarify the relationship between the University of Warwick (the University) and Warwick Students’ Union (the Union). References to the Union here cover both the Union itself and all of its subsidiary companies. The Framework is based on a spirit of partnership and central shared commitment to improving the student experience. It recognises the value of a strong, student-led Students’ Union with its own charitable objectives acting as a critical friend to the University, but also the obligations placed on the University under the 1994 Education Act in its role as supervisor and principal funder of the Union.

### Principles

* 1. It is in the best interests of the University and its members to work in partnership with a strong and financially viable Students’ Union. The Union serves a valuable purpose to students in terms of representation, student societies, activities and general support. The University and Union can work together with a shared commitment to enhance and improve the overall student experience.
  2. This Framework, as may be amended from time to time is intended to clarify the respective roles of the University and Union and the basis for the two organisations to work in partnership. It is not the intention of the University to seek to manage directly the day to day affairs of the Union. It seeks to ensure the accountability of the Union to the University as supervisor and principal funder to enable both parties to meet their respective legal obligations, and to outline working arrangements which can support partnership working on shared priorities to enhance the student experience.
  3. The guiding principles of the relationship are:

1. Inform the direction of their respective strategies, in a spirit of partnership
2. Maintain a central shared commitment to improving the student experience
3. Foster and enhance the student voice within University decision making
4. Demonstrate a shared commitment to equality and diversity
5. Build a clear and mutual understanding of their respective roles
6. Collaborate to ensure the efficient, effective and transparent use of resources
7. Ensure full, open and regular communication on relevant issues
8. Ensure the effective implementation of their mutual responsibilities under the 1994 Education Act
9. Recognise the value of a strong, student-led Students' Union, which works to ensure the University is accountable to students and operates in their interests
10. Recognise that the Students’ Union is a major University stakeholder
11. Demonstrate their shared commitment to making the relationship work

### Scope

* 1. Several pieces of legislation, University Ordinance 10, Regulation 29 (Freedom of Speech), Regulation 31 (Information Management, Security and Records Management) together with building leases, the Data Sharing Agreement and the Memorandum of Understanding on Sport provide the formal structure for the relationship between the University and the Union. All of the existing documents which govern operations are subordinate to it except that, for the avoidance of doubt, the legal requirements placed on the University and the Union and the University’s Charter, Statutes, Ordinances and Regulations take precedence over the terms of this Framework.
  2. This Framework covers:

Section 3 Legal requirements

Section 4 Financial and reporting arrangements

Section 5 Premises

Section 6 Transport and insurance

Section 7 Telecommunications, networks and IT security

Section 8 Data sharing

Section 9 Representation, liaison and cooperation

Section 10 Commercial Liaison

Section 11 Employee wellbeing

Section 12 External Speakers

Section 13 Student wellbeing and support

Section 14 Health and Safety

Section 15 Complaints

Section 16 Sports Partnership

Section 17 Review

Section 18 Dispute resolution

### Legal requirements

* 1. The University and the Union are bound by the terms of the 1986 (No 2) Education Act (covering freedom of speech issues), the 1994 Education Act (covering, in relation to students’ unions, definitions; membership; elections to offices; financial affairs and reporting; funding of clubs and societies; affiliation to external bodies; and complaints), the Equality Act 2010, the Counter Terrorism and Security Act 2015 and the Higher Education and Research Act (HERA) 2017. The Students’ Union is bound by the Companies Act and the terms of the Charities Act 2006, 2011 and 2016 (Protection and Social Investment). The University is an exempt charity but is subject to the general rules applicable to charities and to the general provisions of the Charities Acts.
  2. These and other legal requirements are addressed in the Statutes, Ordinances and Regulations of the University and in the Memorandum and Articles of Association, By Laws and Regulations of the Students’ Union and shall be adhered to by the University and the Union. Ordinance 10 provides the University’s Code of Practice setting out how the provisions of the 1994 Education Act in relation to the Students’ Union are implemented. This Code of Practice must be brought to the attention of students on an annual basis.

### Financial and reporting arrangements

* 1. The University is bound by the terms and conditions of funding for higher education institutions from the Office for Students (OfS) to ensure that the public funds it receives are properly used within the legal and other requirements placed on it.
  2. In allocating an annual grant to the Union, the University must be satisfied that the Union has appropriate arrangements for financial management, accounting and control and that the University’s funds are used for the purposes for which they were given. The Group Finance Director will inform the Council of the University if they have serious concerns about the Union’s financial affairs and the Council may suspend the payment of grant if in its opinion it is appropriate and reasonable to do so.
  3. The Union is responsible for ensuring that funds from the University are used in accordance with the purposes for which they were allocated, the terms of this Framework, the Statutes, Ordinances and Regulations of the University, the Education Acts and Charities Acts.
  4. The Union, within the terms of the annual grant, has discretion over its use of funds and is responsible under Charity law for the proper stewardship of those funds. It must therefore ensure it exercises its discretion reasonably, and takes into account such requirements or guidelines which may be laid down from time to time by the University Council and Charity law.
  5. The Union will be notified of its Annual Grant in writing. This Grant letter will contain the terms of the Grant in reference to this Framework and will include any specific prior agreed and measurable terms where the Grant would cease to be paid.
  6. The Chief Executive and the President of the Union will be responsible for ensuring that the terms of this Framework are complied with and will advise the Registrar of the University if, at any time, any action or policy under consideration by the Union appears to be incompatible with the terms of this Framework. They may be required to appear before relevant University bodies on matters relating to the grant to the Union or any other issues covered in this Framework.
  7. The Union will plan its affairs such that it remains solvent and under normal circumstances will ensure that its total expenditure is not greater than its total income. In exceptional circumstances investment from reserves may be appropriate and this will be subject to approval by the Union Board of Trustees. The Union is responsible for ensuring the efficient, effective and transparent use of resources it receives. A Lay Trustee from the Union Board of Trustees will undertake a progress review on an annual basis.
  8. The Union will provide the University with whatever information on the Union it requires to exercise its responsibilities under its legal obligations, its Statutes, Ordinances and Regulations and its Annual Accountability Return to the OfS.
  9. This includes providing access to the University’s internal auditor and making books and records available to the internal auditor on request as provided for in Ordinance 10 clause 19. The Union will provide the University with a copy of the Union’s annual Compliance Statement after it has been approved by the Board of Trustees.
  10. The University will determine the funds to be allocated to the Union in any year on the basis of the submission of both an annual financial and strategic plan from the Union specifying the uses to which such funds will be put, thereby setting the request in the context of the overall Union budget for the following year, and a formal progress report on the Union’s strategic plan, partnership priorities and key performance indicators. The bid for the next financial year will be submitted by the Union to the Finance and General Purposes Committee (FGPC) no later than the end of the Spring term in the preceding financial year and will be considered as part of the University’s normal planning processes and approved by the University Council.
  11. The Union may continue to operate such subsidiary companies as are appropriate to enable it to achieve its objectives provided that the establishment, operation and continuation or dissolution of these companies is undertaken under the terms of this Framework. It is expected that the Union will follow good practice in this regard.
  12. The Union will make the necessary insurance arrangements for its staff and those employed by its subsidiary companies and provide information on these to the University.
  13. The Union will make appropriate pension arrangements for its staff and those employed by its subsidiary companies and provide information on these to the University.
  14. The review of remuneration arrangements for Union sabbatical officers will be in accordance with the Union Trustees remuneration policy and undertaken in accordance with the principles of good governance.
  15. Borrowing by the Union or Union Company(ies) which produces a liability, contingent or otherwise, on the University, will require the University’s prior written consent. (Ordinance 10 clause 20)
  16. The Union Chief Executive attends meetings of the Finance and General Purposes Committee and other University Committees as may be specified from time to time.
  17. The Finance and General Purposes Committee has established the Students’ Union Finance Sub Group as the forum to inform the University on financial matters. The Finance Sub Group will monitor the Union’s finances and any constitutional issues which may arise. This Group meets a minimum of four times a year.
  18. The Sub Group receives financial information including, but not limited to, the most recent management accounts, the annual accounts, insurance details and the annual report of the Students’ Union Superannuation Scheme. The Union is required to present its annual report and audited financial statements to the University Council (or a delegated Council committee, namely the Finance and General Purposes Committee) on an annual basis. New business proposals are shared with the Finance Sub Group as part of the ongoing discussions on the Union’s financial sustainability and in accordance with the principles set out in section 10.
  19. The Union’s Finance Director will also provide reports as appropriate to the University’s Group Finance Director or their representative. These arrangements are intended to assist with ensuring continuity and stability but also to help maintain a sound relationship and offer assistance to the Chief Executive in ensuring effective operation of the terms of this Framework.

### Premises

* 1. The Union leases its buildings from the University and the University of Warwick Foundation under landlord repair and maintenance conditions. The respective responsibilities of the Foundation, the Union and the University Estates Department are set out in the relevant premises leases.

### Transport and Insurance

* 1. The Union will manage the booking of University owned vehicles or vehicles hired by the University for student representatives, clubs and societies and authorised Union staff. This management will include the administration of driver assessment checks and issuing of drivers cards to appropriately qualified staff and students. The University will provide comprehensive transport insurance cover.

### Telecommunications, networks and IT Security

* 1. The Union will work with the University to ensure that service and IT developments will not result in disruption to service or compromise network or data security with reference in particular to Regulation 31 governing information management, security and records management and both the University’s Information Security Framework and Information Management Policy Framework. Should any incidents or breaches arise the matter will be reported by the Chief Executive to the University’s Chief Information and Digital Officer (CIDO) to resolve the issue as soon as possible.
  2. Arrangements regarding IT security will be reviewed periodically between the University and Union to ensure the most appropriate arrangements are in place.

### Data Sharing

* 1. The University and the Union are committed to providing the best possible student experience. In order to facilitate this, a Data Sharing Agreement has been entered into. In sharing data and information, the University and the Union will be cognisant of the University’s Information Management Policy Framework and its supporting policies. Both the University and the Union will commit to follow guidance to ensure compliance with the Information Security Framework and Information Management Policy Framework.

### Representation, Liaison and Cooperation

* 1. Many channels exist for representation, reporting, liaison and cooperation. Students are represented on many key University Committees and the Students’ Union and University Liaison Group (SULG) is an important and valuable means of sharing issues of common concern. Regular meetings will be held between the University’s lead for Students’ Union liaison and the President and Chief Executive of the Union.
  2. Both the University and the Union will work in partnership to foster and enhance the student voice within University decision making, and improve the student experience. In particular, both parties will work to enhance the Staff Student Liaison Committee (SSLC) system to generate continuous improvements in the overall student experience.
  3. The Union will ensure that appointment to all major union offices is by election in a secret ballot of all members. The Union will put in place measures to ensure that elections are fairly and properly conducted and will provide an Elections report annually to the University setting out how this has been delivered.
  4. In the spirit of partnership and full, open and regular communication the Union and University will ensure relevant organisational information is shared in a timely manner, particularly where there may be mutual reputational risk. The Union may call on the professional support of the University Press and Media Relations team in the event of a serious incident or major risk to reputation.

### Commercial Liaison

* 1. The Union will engage in meaningful and regular liaison with the University’s commercial operations as agreed with involvement from relevant officers and the Union’s Chief Executive.
  2. The Union’s commercial activities exist to create a sustainable business model for the Union to achieve its goals. Generally but not exclusively the Union’s commercial activities are undertaken within its own building and curtilage.
  3. The Union and University’s commercial operations will work in the spirit of collaboration, recognising each other’s strengths and maximising the benefits of these strengths wherever possible to provide complementary services for the campus community. The Union and the University will not deliberately duplicate the services or businesses provided by the other, whilst at the same time acknowledging the appropriateness of competition in service provision.
  4. The Union and the University will work to maximise the net gain to the University community, comply with any prevailing licences, and uphold the University and Union’s reputations.
  5. Both the Union and the University are committed to developing services and products that meet the needs of the University community. These needs change over time and it is the responsibility of all service providers to understand the market needs and deliver high quality services that meet these needs.
  6. The Union will conduct research into its members’ needs and respond accordingly. Where this research refers to University commercial activity, the information will be shared. The Union will work with the University in developing and carrying out market research to enhance the campus offering.
  7. The Union will continue to monitor innovations in commercial provision and will consider the business case of any proposals as part of its ongoing development. These proposals will be shared with the Finance Sub Group in line with regular scrutiny of the financial performance and sustainability of the Union.

### Employee Wellbeing

* 1. The University will provide employees of the Union access to professional support services such as Counselling and Occupational Health at no cost to the Union. These services will be accessed via requests from the Union’s HR Director and will support the effective running of the Union.

### External Speakers

* 1. Section 43 (No. 2) of the Education Act 1986 places a direct obligation on Universities to take such steps as are reasonably practicable to ensure that freedom of speech within the law is secured for members, students and employees of the establishment and for visiting speakers on the campus. This includes on the Union’s premises, even if these are off-campus and/or owned by the Union. The Act also requires Universities to issue and keep updated a Code of Practice (Regulation 29) setting out procedures to be followed by members, students and employees in connection with the organisation of meetings and activities and the conduct required of them. This Code of Practice supports the duty imposed on the University in The Counter Terrorism and Security Act 2015 to have due regard to the need to prevent people from being drawn into terrorism.
  2. The Union is required as a charity to act reasonably and prudently, and ensure that its funds, assets and reputation are not placed at undue risk.  It must not therefore engage in activities that could reasonably be construed as supporting terrorism or promoting or supporting terrorist ideologies. The Union is also required to ensure that its staff receive the requisite training in relation to its duty of care to its members, staff and visitors. This would include training on dealing with emergency situations.
  3. The Union will ensure that its systems and processes for the management of External Speakers are consistent with the University Code of Practice (Regulation 29) and prevailing legislation, specifically the requirements of the Human Rights Act 1998, the Counter Terrorism and Security Act 2015 and HERA 2017. The Union and the University will work together to manage any risks that arise as a result of hosting external speakers and to protect the reputation of the University and the Union.

### Student Wellbeing and Support

* 1. The Union and University will work together proactively to promote and support student wellbeing through regular liaison with the University’s Wellbeing Support Services including Student Support, the Residential Life team, the Dean of Students and Faculty Senior Tutors, the Director of Wellbeing and Safeguarding and the Academic Registrar as required.
  2. Subject to data protection policies, the Union and University will share information to ensure the best possible support is provided to students.
  3. The University and the Union will aim to coordinate the services that they each provide for students. Where either party intends to make significant changes they agree that they will consult with each other and service users, to ensure that there is adequate provision of essential services and a degree of choice available to students.

### Health and Safety

* 1. The Union makes its own arrangements in relation to health and safety compliance, however in order to ensure coordinated communication on health and safety matters, the University’s Health and Safety team attend the Union’s Health and Safety Committee.
  2. Regular liaison takes place on both operational and strategic health and safety matters in the spirit of collaboration and sharing of information and expertise.

### Complaints

* 1. The Union and University have developed policies and procedures to respond to complaints. The University’s Grievance Policy and associated Feedback and Complaints Procedure and the Students’ Union Complaints Policy[[1]](#footnote-1) are both designed to resolve complaints at an early stage. Both parties will work together to resolve complaints and subject to data protection policies will share relevant information on a confidential basis.

### Sports Partnership

* 1. The University and the Union have established a partnership designed to achieve the strategic priorities for sport at Warwick. This Sports Partnership Memorandum of Understanding sets out the responsibilities of the respective organisations.

### Review

* 1. Amendments to the Constitution of the Union will be taken to the University’s Council for approval (Ordinance 4 clause 4.4.16).
  2. The Memorandum and Articles of Association of the Union will be subject to review by the University’s Council at intervals of not more than five years. This need not mean a special quinquennial review of the constitution. The Council may take the opportunity to review the terms of the Memorandum and Articles of Association should the Union at any time bring forward proposed amendments (Ordinance 10).
  3. The terms of this Framework will be reviewed at least every five years by the Chair of the SULG and representatives from the Union Board of Trustees and the University Council and any recommendations for changes submitted to the University Council and the Union Board of Trustees.

### Dispute Resolution

* 1. The University and the Union intend to work collaboratively in support of both institutions and this is recognised throughout this Framework. The normal expectation of both parties is that any matters arising will be discussed in a positive and constructive way, and resolved speedily at a local level.
  2. Disputes relating to commercial activities will be referred in the first instance to the Finance Sub Group for resolution. Matters that cannot be resolved will be dealt with under the procedure in 18.5.
  3. Disputes relating to the Memorandum of Understanding with Warwick Sport are set out in the Agreement. In the first instance the Sports Partnership Group will attempt to find agreement to resolve the issue. If the issue cannot be resolved through the Partnership Group, any such issues will be escalated to the Chair of the CCSG Executive Committee and the Chair of the Union Board of Trustees.
  4. In the event of any other breach or dispute arising between the parties in connection with this Framework, it is agreed that the matter will be discussed with the relevant members of the University and Union. In the event that the dispute cannot be resolved, either party can refer the issue for discussion and resolution by the Registrar and Union President.
  5. If after 30 days the matter remains unresolved it may be referred to the Chair of the University’s Council for resolution who will receive written reports from the Union and the University before making a decision.
  6. Both parties confirm that the dispute resolution provisions set out in this clause are not open to students who wish to bring individual complaints about the Union or the University. This clause is solely to be used for matters of dispute arising between the Union and the University at a corporate level in relation to this Framework.
  7. In order to ensure that the University is fully able to comply with its statutory obligations and in particular the provisions of the Education Act, the parties agree that, in the unlikely event of the University Council raising a formal written concern, that the Union will immediately refer the issue of concern to the Board of Trustees who will undertake to investigate and aim to resolve the matter to the Council’s satisfaction as a matter of extreme urgency.

### Status of this Framework

This Framework is intended to clarify the working relationship between the University and the Union. Both parties express their firm intentions to abide by its provisions.

Signed for the University:

Date:

Signed for the Students’ Union:

Date:

1. <https://www.warwicksu.com/your-union/contact/complaints/> [↑](#footnote-ref-1)