



**Students' Union at  
Boumemouth University**  
Constitution

Jan 05



## INTRODUCTION

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# Introduction

Under provisions made in the Articles of Government for Bournemouth University Higher Education Corporation, a Students' Union shall conduct and manage its own affairs and funds in accordance with the Constitution set out below.

## 1. NAME

There shall exist a Students' Union, the name of which shall be the "STUDENTS' UNION AT BOURNEMOUTH UNIVERSITY", hereinafter referred to as "The Union".

## 2. AIMS AND OBJECTIVES

The Aims and Objectives of The Union shall be:

- 2.1 to act in the interests of the collective and individual welfare of its members;
- 2.2 to promote co-operation amongst its members for social, cultural, and sporting and recreational activities;
- 2.3 to stimulate the expression of student opinion within the University in all matters affecting its members, and to represent that opinion to the relevant University Authorities and external bodies as applicable;
- 2.4 to provide and support facilities for recreation and other activities; which will improve students' conditions of life by enabling or assisting them to participate in the intellectual, social, and other activities of, or connected with, the University;
- 2.5 to advance the education of its members and to assist in maintaining and promoting the quality of life within the University;
- 2.6 to share with the University Board, the Senate, and the staff of the University the responsibility of maintaining mutually accepted standards appropriate to an institution for Higher Education;

In furtherance of the aims and objectives specified in 2.1 to 2.6 above, The Union shall act as a channel of communication between its members and the University Board, the Senate, the staff of the University, and other bodies as appropriate.

## 3. MEMBERSHIP

- 3.1 All students registered at the University shall be eligible for Full Membership of The Union. All students wishing to become Full Members of The Union shall pay, or have paid on their behalf, such membership fee as shall be determined from time to time, and complete the Union Registration procedure.

Full membership shall entitle such a member to:

*3.1.1* use of the appropriate facilities subject to disciplinary action taken under Schedule 1.

*3.1.2* eligibility for membership of all Union Clubs and Societies existing under Schedule 2.

*3.1.3* speaking and voting rights at all General Meetings of The Union under Schedule 3.

*3.1.4* eligibility for election as an Officer under Schedule 4.

*3.1.5* eligibility for election to any committee or sub-committee of The Union.

*3.1.6* observer status at any meeting in accordance with Schedule 3.

*3.1.7* membership of The Old Fire Station in accordance with Schedule 5.

**3.2** Alumni and any other person including those students who choose not to join the Union, subject to the approval of the Executive Committee, may become Affiliate Members of the Union upon payment of such membership fee as shall be determined from time to time by the Executive.

Affiliate membership shall entitle such a member to

*3.2.1* use of the appropriate facilities subject to disciplinary action taken under Schedule 1.

*3.2.2* membership of The Old Fire Station in accordance with Schedule 5.

Affiliate Members do not have any speaking or voting rights, nor can they stand for election as a Union Officer, as a member of any Union committee or sub-committee, or become an officer or member of any Union Club or Society. A separate affiliate member card will be issued on application. Students who choose not to join the Union will not be entitled to membership rights 3.1.3; 3.1.4; 3.1.5; and may be charged a small premium for entry to Student Union entertainments. Students who choose not to join the Union and who feel that they have been “unfairly disadvantaged” may register a complaint and follow the University complaints procedure.

**3.3** Members of Students’ Union with which The Union has current reciprocal agreements under Schedule 6, SUBU and University staff and any other person subject to the approval of the Executive Committee, may become Associate Members of The Union upon payment of such membership fee as shall be determined from time to time by the Executive.

Associate Membership shall entitle such a member to:

*3.3.1* use of the appropriate facilities as determined by the Executive and subject to disciplinary action taken under Schedule 1.

*3.3.2* eligibility for membership of all Union Clubs and Societies existing under Schedule 2.

*3.3.3* membership of The Old Fire Station in accordance with Schedule 5.

Note: Associate Members do not have any speaking or voting rights, nor can they stand for election as a Union Officer, as a member of any Union committee or sub-committee, or as a signatory of any Union Club or Society.

**3.4** Members or ex-members of The Union may be granted Life Membership in recognition of service to The Union. For elected officers this will occur at the 1st General Meeting of the following academic year. Selection for life membership will be made by the Executive Committee subject to ratification by way of a motion at the next General Meeting.

Life Membership shall entitle such a member to:

*3.4.1* use of the appropriate facilities subject to disciplinary action taken under Schedule 1.

*3.4.2* eligibility for membership of all Union Clubs and Societies existing under Schedule 2.

*3.4.3* speaking and voting rights at all General Meetings of The Union under Schedule 3.

*3.4.4* observer status at any meeting held under Schedule 3.

*3.4.5* membership of The Old Fire Station in accordance with Schedule 5.

Note: Life Members may not stand for election as a Union Officer or as a member of any Union committee or sub-committee.

## **4. UNION GENERAL MEETINGS**

The General Meeting shall be the supreme governing body of The Union and shall be conducted in accordance with Schedule 3. Every officer, appointee, and member of staff of The Union shall be bound to act in accordance with Union policy as recorded in

the Minutes of the General Meeting, and to obey any specific mandate from a General Meeting to the best of their ability, provided that such policy or mandate is within the terms of this Constitution.

## **5. OFFICERS**

The Union shall elect Officers in accordance with Schedule 4.

## **6. STAFF**

The Union shall employ staff in accordance with Schedule 7.

## **7. COMMITTEES**

The Union shall operate Committees in accordance with Schedule 8.

## **8. UNION DISCIPLINARY PANEL**

The Union shall operate a Disciplinary Panel in accordance with Schedule 1.

The Union shall operate an Appeals Panel in accordance with Schedule 1A.

## **9. ELECTIONS**

The Union shall hold elections in accordance with Schedule 9.

## **10. MINUTES**

**10.1** Minutes shall be taken for all General and Committee Meetings of The Union, and shall be available, after confirmation, to all members of The Union at reasonable times.

**10.2** Reports of all sub-committee meetings and delegations, if accepted, shall become part of the Minutes of that meeting at which they are presented.

## **11. AMENDMENTSTOTHE CONSTITUTION**

The General Meeting shall be the sole body competent to amend the Constitution, subject to ratification by the University Board. Constitutional amendments may not be moved as Emergency Motions, nor may they be discussed by an Extraordinary General Meeting. Amendments to the Constitution shall require the support of a two-thirds majority.

## **12. INDEMNITY**

Every Officer, appointee, and member of staff of The Union shall be indemnified out of the assets of The Union against all losses or liability which they sustain or incur in or about the proper execution of the duties of their office or otherwise in relation thereto, and no Officer, appointee, or member of staff of The Union shall be liable for any loss, damage, injury, or misfortune which may happen to, or be incurred by The Union, in the proper execution of the duties of their office or otherwise in relation thereto. Provided always that nothing in this clause shall affect their liability for the consequences of any criminal, negligent, or unauthorized action on their party.

## **13. REPRESENTATION**

**13.1** The Union shall be the only officially recognized body for the representation of students of Bournemouth University.

**13.2** Student Representatives on Course Committees shall be elected in accordance with a procedure approved by the Senate and set out in Schedule 10.

**13.3** Student Representatives on all other University Committees shall be appointed by The Union in accordance with Schedule 11.

## **14. FINANCE**

The Union shall conduct its financial affairs in accordance with Schedule 12.

## **15. INTERPRETATION**

In the first instance, the President or Chairperson of a General Meeting shall be the sole interpreter of the Constitution and Schedules. In the event of a challenge to any such interpretation, the decision of a General Meeting shall be final.

## **1. CONDUCT**

**1.1** The following shall be considered breaches of good conduct:

*1.1.1* threatening or violent behavior on Union premises

*1.1.2* willful or negligent damage to Union or University property

*1.1.3* Theft or attempted theft of Union, University or Union members' property

*1.1.4* conduct detrimental to the public reputation of the Union

*1.1.5* negligence or willful conduct which leads, or is intended to lead, to a financial loss for the Union or members of the Union

*1.1.6* resale or attempted resale of a ticket for a social event higher than the cover price as stated on that ticket

*1.1.7* any abuse, harassment or discrimination by an individual or Club or Society contravening the Equal Opportunities Policy of the Union

*1.1.8* failure to appear before the Union Disciplinary Panel when so requested

*1.1.9* conduct detrimental to the reasonable enjoyment of Union facilities by other members of the Union

**1.2** Breaches of good conduct may be reported to the Union in writing to a Sabbatical Officer, by any Union member, or member of the University academic or non-academic staff. The Officer in receipt of the complaint shall take the matter to the Executive Committee, who shall decide whether the complaint merits the convening of the Union Disciplinary Panel.

**1.3** All complaints shall be made within two calendar weeks of the date of the alleged breach, except in exceptional circumstances sanctioned by the Executive.

**1.4** The alleged offender shall be notified in writing of the nature of the complaint within one week of receipt of that complaint.

## **2. UNION DISCIPLINARY PANEL**

**2.1** The Union Disciplinary Panel, hereinafter known as UDP, shall meet when called by the Executive Committee.

**2.2** The UDP shall consist of two Sabbaticals, the General Secretary and the Year Representative of the person required to attend. The Chair shall be taken by the President or another sabbatical officer. In addition to this the person required to attend shall nominate two other Union Officers to the Panel, who may refuse if they so wish, and continue to nominate further Union Officers until the two open positions are filled.

**2.3** Should the breach of good conduct concern an elected officer of the Union the composition of the UDP shall be subject to alteration. If the person required to attend is a Union officer then the procedure will continue as 2.2 until the two open positions are filled.

**2.4** A person required to appear before the UDP shall be informed in writing:

*2.4.1* of their obligation to nominate two Union Officers for the panel within one week of receipt of their notice to attend a UDP, and to notify a sabbatical officer of the two nominations

*2.4.2* of their right to bring with them another Union member to the hearing to act as a material witness

*2.4.3* that failure to appear before the UDP without adequate reasons is in itself a breach of good conduct and may lead to further disciplinary action, and ultimately to indefinite suspension from the Union.

**2.5** The UDP shall resolve the matter by a show of hands, taken in private. Decisions shall be carried by a simple majority with the Chairperson having only a casting vote.

**2.6** An accurate record of the hearing shall be kept, and shall be published at the request of the accused, who shall also have the right to ask that the Panel meet in public.

**2.7** In the event of the UDP finding the accused guilty of a breach of good conduct it shall be empowered to impose the following penalties at its discretion:

*2.7.1* partial or complete compensation for damage caused

*2.7.2* partial or complete compensation for any financial loss incurred by the Union or a member of the Union due to actions defined in Paragraph 1.1.4

2.7.3 forfeiture of rights to use specific Union facilities for a specific period of time

2.7.4 suspension from the Union for a specified time period, during which all Union facilities shall be deemed unavailable.

The UDP shall also be empowered to recommend to the Executive Committee that legal action be taken against an accused member.

2.7.5 In the event of any breach of Schedule 1, Paragraph 1.1 - 1.1.9 in the Old Fire Station or Dylans Joint the Venue Manager or Food and Beverage Manager shall be empowered to impose any part of Schedule 1, Paragraph 2.7.1 - 2.7.4

### **Schedule 1A - Appeals Process**

*i)* The Union shall operate a Union Appeals Panel (herinafter known as UAP).

*ii)* The membership of the UAP shall be as in Schedule 1, Paragraph 2.2.

*iii)* A member of the Union may appeal against a decision of the Venue Manager or Food & Beverage Manager (taken in accordance with Schedule 1, paragraph 2.7.5) by informing the President, in writing within 14 days of the penalty being notified to the student.

*iv)* The person making the appeal shall be informed in writing of the date, time and venue of the UAP hearing at least one week in advance of the hearing.

*v)* A member of the Union may appeal against a decision of a UDP by placing a motion before an Ordinary or Annual General Meeting, or by calling an Extraordinary General Meeting in accordance with Schedule 3. Appeals may be against either the findings of the Panel, the penalty imposed or both.

*vi)* Any appeal at a Union General Meeting shall be upheld or dismissed by a simple majority vote by secret ballot, held at that Union General Meeting. The decision of the Union General Meeting shall be final.

# Schedule 2 - Clubs and Societies

1. Full Members, Associate Members, and Life Members of The Union shall have the right to become members of any recognized Club or Society upon payment of such membership fee as shall be determined from time to time by the Committee of the Club or Society in accordance with this Schedule.
2. Affiliate Members of The Union may, subject to the approval of the Executive, become members of any recognized Club or Society upon payment of such membership fee as shall be determined from time to time by the Committee of the Club or Society in accordance with this Schedule.
3. Any group of five or more Full Members of The Union who wish to form a recognized Club or Society shall submit to the Executive Committee:
  - 3.1 a Constitution as detailed at 7 below;
  - 3.2 the names of at least five full members of The Union wishing to form the Club or Society;
  - 3.3 a Budget, together with a request for a sum of money from The Union's funds if applicable.
4. The approval of a majority at an Executive meeting on the recommendation of the C&S Committee shall be required before a Club or Society shall be recognized. Such recognition shall include funding from the Union where applicable, and use of the appropriate Union equipment and facilities.
5. A Club or Society shall stand as recognized if it has achieved Union recognition for two consecutive years. Such Clubs and Societies may continue to operate until recognition is withdrawn.
6. The Recognition of a Club or Society may only be withdrawn on the Authority of a majority at an Executive meeting.
7. The Constitution of a Club or Society shall contain:
  - 7.1 the name of the Club or Society which shall be in the form "The Students' Union at Bournemouth University (NAME) Club or Society";
  - 7.2 the aims and objectives of the Club or Society. These shall not be contrary to either the aims and objectives or any policy of The Union;
  - 7.3 provision for the election of a committee of officers. Any member of the Club or Society shall have the right to be elected to the committee, except those whose Union Membership is as an Associate or Affiliate;

7.4 the duties and responsibilities of the officers;

7.5 provision for General Meetings for all members of that Club or Society, at which formal business may be transacted;

7.6 provision for an Annual General Meeting at which Officers will be elected. Failure to hold a quorate AGM will lead to cessation of Recognition.

**8.** All Clubs and Societies shall hold at least one General Meeting during the Academic Year, which may be the AGM. The quorum at a General Meeting of a Club or Society shall be five members of that Club or Society. All members shall have speaking and voting rights.

**9.** Written notice of all Club or Society General Meetings shall be submitted to the executive not less than seven clear days before such a meeting, stating the date, time and venue of that meeting. In the case of an AGM, minutes of the meeting shall be submitted to the Executive not less than seven days after the meeting.

**10.** The Officers of a Club or Society shall be responsible to the Executive for the administration of that Club or Society.

**11.** All Clubs and Societies shall include a Treasurer whose duties shall include:

*11.1* the maintenance of such financial records and inventories as the executive deems appropriate;

*11.2* the presentation at the AGM of that Club or Society of a statement of the financial position of that Club or Society;

*11.3* the submission of a detailed Budget to the Executive;

*11.4* the authorization of all expenditure incurred by that Club or Society.

**12.** Each Club or Society shall be responsible to the Executive for the care and maintenance of all equipment or materials purchased for that Club or Society, which remain the property of The Union.

**13.** All income received by a Club or Society shall be submitted to The Union for allocation to the Budget of that Club or Society. Funds allocated to any Club or Society from the general Union Budget may not be used to subsidize any form of social event.

**14.** Written details of any Club or Society Social Event shall be submitted to the Executive for approval, and such approval received, prior to any tickets being sold or money received in respect of such an event.

Note: as a guide, a Social Event is generally defined as one at which food and/or drink is available.

**15.** No Recognized Club or Society may hold any form of Bank or Building Society account.

**16.** The Executive of The Union, on the recommendation of the C&S Committee, shall determine the minimum level of membership fee to apply to all Clubs and Societies before the end of the previous Academic Year.

**17.** The procedure for allocating resources to Clubs and Societies will be determined by the Executive Committee, on the recommendation of the C&S Committee. This procedure will be available with all Clubs and Societies' application forms and is available on request for any student.

# Schedule 3 - Standing Orders for the Conduct Of Meetings

## 1. STANDING ORDERS.

Standing Orders shall apply to all Executive, Committee and Union General Meetings. They may only be suspended by a two thirds majority on a vote taken of all those present and entitled to vote. Standing Orders may not be suspended retrospectively. Speeches for and against suspension of Standing Orders shall be taken alternately, and be of maximum one minute duration each.

## 2. SPEAKING AND VOTING

**2.1** Full Members and Life Members shall have full speaking and voting rights at all Union General Meetings. They also have observer Status at Union Committee Meetings.

**2.2** Associate and Affiliate Members have no speaking or voting rights, and do not have Observer Status.

**2.3** At the discretion of any meeting, individuals otherwise excluded from speaking may be granted Observer Status for a part or the whole of that meeting.

## 3. UNION GENERAL MEETINGS.

**3.1** There shall be at least one Ordinary General Meeting during each term, the date of which shall be fixed by the Executive prior to the start of that term.

**3.2** There shall be an Annual General Meeting during the Autumn/Spring Term, at which the Sabbatical Officers shall present the audited accounts of The Union for the previous financial year.

**3.3** At least twelve clear days notice exclusive of the dates of notice and of the meeting shall be given for all Union General Meetings unless they be "Extraordinary" as defined below. Notice of Motions shall be submitted to the Convener of the Meeting not less than four clear days prior to the meeting.

**3.4** An Extraordinary General Meeting may be requested in writing by:

**3.4.1** the Executive, or

**3.4.2** any 25 Full Members of The Union,

**3.4.3** or may be called by any two Sabbatical Officers, and shall discuss only the business for which it was called. Unless a greater time is specified in the written request, the Extraordinary General Meeting shall be held no later than the third University working day after the date of receipt of such a request. For the

purpose of an Extraordinary General Meeting Standing Order 5 (Agenda) shall be suspended.

**3.5** Notice of all Union General Meetings shall be placed in prominent positions at the Talbot Campus and the Lansdowne site.

**3.6** Unless subsequently overturned, policy passed at a Union General Meeting shall remain valid for 2 years, after which time the policy shall be put to the vote at the next UGM.

**3.7** The Quorum for an Ordinary General Meeting, Annual General Meeting or an Extraordinary General Meeting shall be 100 Full Members of The Union. If a Union General Meeting is found at any time to be inquorate the meeting shall then be closed.

## **4. COMMITTEE MEETINGS**

**4.1** The Union Committees shall meet in accordance with Schedule 8.

**4.2** Policy passed by a Union Committee shall remain valid for two years from the date of the meeting at which it was passed, unless it is subsequently overturned by the committee that passed it or a higher body as defined by Schedule 8. Should a policy lapse then it shall be put before the committee that passed it to decide whether that policy should be retained.

## **5. AGENDA**

**5.1** For Union General Meetings, the final Agenda shall be published not less than two clear days prior to the meeting.

**5.2** The Agenda shall include the following:

*5.2.1* Minutes of the last meeting

*5.2.2* Matters arising therefrom

*5.2.3.* Reports from Sabbatical Officers

*5.2.4* Reports from Union Committees

*5.2.5* Matters arising from Reports

*5.2.6* Motions submitted

*5.2.7* Any other business

## **6. THE CHAIR**

**6.1** In the case of Union General Meetings the chair shall be taken by a Sabbatical Officer or member of the Executive.

**6.2** In the case of Union Committee meetings the chair shall be filled in accordance with Schedule 8.

**6.3** The Chairperson may participate in debate only by handing the chair to another suitable Officer. They shall then re-take the Chair when voting on that motion has been completed.

## **7. THE DEBATE SHALL BE CONDUCTED IN ACCORDANCE WITH THE FOLLOWING RULES OF PROCEDURE.**

**7.1** The Chairperson shall be responsible for keeping the meeting in order.

**7.2** Members wishing to speak shall indicate their desire to do so by raising one hand or by approaching the Steering Committee.

**7.3** On acknowledgement by the Chairperson, members wishing to speak shall identify themselves and address the Chair.

**7.4** When a member has been called to speak, all other members shall remain silent, except in cases outlined in Standing Order 14.

**7.5** No member may speak for more than five minutes on one issue.

**7.6** No member shall speak more than once on the same motion, except;

*7.6.1* to answer or make a point of information or a point of order;

*7.6.2* to summate a motion that they have proposed, unless it is a procedural motion.

**7.7** In the event of disruptive behavior or offensive language the Chairperson shall have the power to compel the responsible member(s) to withdraw from the meeting.

**7.8** Any motion shall not be discussed unless it has a formal proposer and seconder.

**7.9** After the first speaker on a motion the Chairperson shall ask for amendments in accordance with Standing Order 9.

**7.10** In all debates the Chair shall accept alternate speakers where possible.

**7.11** After no less than two rounds of speeches, taken up or waived, the Chairperson may stop the debate, request the proposer to sum up and then put the motion to the vote.

**7.12** A summation speech shall include no new information.

## **8. VOTING**

**8.1** Voting rights at all meetings are in accordance with Standing Order 2.

**8.2** The Chairperson shall in all meetings have the casting vote in the event of a tie.

**8.3** Voting shall be by show of hands.

**8.4** Tellers may be appointed at the discretion of the Chairperson, or if requested by any Union member.

**8.5** There shall be no procedural motions moved from the time that the Chair calls a vote to the time the result is announced and accepted.

**8.6** In the event of a close result the Chairperson may call for a recount at their discretion, or if so requested in reasonable circumstances by any member of the Union. When a recount is called no one may leave or enter the meeting, and members shall vote as they did in the original count. There shall be no more than two recounts for any vote.

**8.7** All motions require a simple majority to pass except motions of No Confidence and Constitutional Amendments, which shall require a two thirds majority.

## **9. AMENDMENTS**

Amendments shall be taken from the floor after the proposing speech and require a proposer and a seconder.

**9.1** The proposer of the amendment shall state whether the amendment is intended to be drafting or substantive.

**9.2** A “drafting amendment” shall be one which changes the wording of a motion but not the sense. An amendment which changes the sense of the motion shall be deemed to be a “substantive amendment”.

**9.3** The ruling of the Chair as to the status of an amendment is final.

**9.4** “Drafting amendments” shall be put to the proposer of the motion. If accepted

there shall be no further discussion and the discussion shall revert to the original motion as amended. If not accepted by the proposer the amendment shall be put to the vote. If passed the motion shall now belong to the proposer of the amendment who shall have right of summation as defined in Standing Order 7.6.2.

**9.5** “Substantive amendments” shall be put to the meeting for discussion and then put to the vote. If the amendment is carried right of summation, as defined in Standing Order 7.6.2 shall belong to the mover of the successful amendment.

**9.6** When a substantive amendment is carried the motion shall become the “substantive motion” to which further amendments can be moved.

**9.7** There shall only be one amendment before the meeting at one time.

## **10. PROCEDURAL MOTIONS**

The following procedural motions may be moved in the following order of precedence and shall require the following procedure:

- 10.1** That the meeting is not Quorate;  
Chair calls for a count
- 10.2** That the Meeting has “no confidence” in the Chair;  
Speech for    Reply by Chair    Vote
- 10.3** That the Meeting challenges the Chair’s ruling;  
Speech for    Reply by Chair    Vote
- 10.4** That the vote be taken by secret ballot;  
Speech for    Speech against    Vote
- 10.5** That the question be not put;  
Speech for    Speech against    Vote
- 10.6** That the question be put now;  
Speech for    Speech against    Vote
- 10.7** That the question be discussed further;  
Speech for    Speech against    Vote
- 10.8** That the question be referred elsewhere;  
Speech for    Speech against    Vote
- 10.9** That the question be adjourned;  
Speech for    Speech against    Vote

**10.10** That the question be put in parts;  
Speech for    Speech against                  Vote

**10.11** That the time-limit for speeches be changed;  
Speech for    Ruling from the Chair

**10.12** That a Standing Order be suspended for a specific length of time;  
Speech for    Speech against                  Vote

**10.13** That the meeting be closed                          Vote

Note: In the event of Procedural Motion 10.6 being passed the proposer of the original motion retains the right to summate.

**11.** All procedural motions may be moved on a point of order.

**12.** Procedural motions require a proposer only.

**13.** If Procedural Motions 10.2 or 10.3 are moved, the Chairperson shall pass the Chair to another suitable Officer whilst the procedural motion is debated. If Procedural Motion 10.2 is carried the relevant Officer shall not retake the Chair for the duration of that meeting.

**14.** Points of Information may be raised by any member with speaking rights at the discretion of the Chair. Points of Information shall consist of either information offered to, or asked of a speaker of the Chair.

**15.** Points of Order, which take precedence over any other business, may be raised by any member with speaking rights.

**16.** A Point of Order shall relate to a Procedural Motion or an alleged breach of Standing Orders or Statutory Provisions, and the member shall specify their grounds for raising the Point of Order.

**17.** Any suspension of Standing Orders shall apply for no longer than the duration of the matter being discussed at the time of the suspension.

**18.** If the Meeting is found to be inquorate and as a result is closed then all unfinished matters on the agenda shall, at the discretion of the proposers, be laid on the table until the next meeting.

**19.** A motion of “No Confidence” shall relate to the action, past or present, and/or stated intentions of Union Officers.

**20.** A motion of “Censure” shall relate to a specific incident in which a Union Officer has been involved.

**21.** The Chairperson shall be the sole interpreter of the Standing Orders.

## 1. SABBATICAL OFFICERS

The Union shall elect not more than four Sabbatical Officers who shall have student status. The Sabbatical Officers shall be accountable to the membership through a UGM and shall form part of the Executive Committee. The Sabbatical Officers and their duties shall be as follows:

**1.1** The duties of the sabbatical officers shall be detailed on job descriptions.

*1.1.2* These job descriptions will be developed annually as part of the Spring Term review of the elected officers.

*1.1.3* A job profile detailing knowledge, skills and competencies will be available for all prospective elected officers.

## 2. NON-SABBATICAL OFFICERS

The Union shall elect not less than six Non-Sabbatical Officers.

**2.1** The duties of the non-sabbatical officers shall be detailed on job descriptions.

*2.1.1* These job descriptions will be developed annually as part of the Spring Term review of the elected officers.

*2.1.2* A job profile detailing knowledge, skills and competencies will be available for all prospective elected officers.

## 3. REVIEW OF ELECTED OFFICERS

**3.1** During the first two weeks of the Spring Term each sabbatical officer will present a report to the Executive on their performance during the first term. These reports will be discussed with the Executive Committee with a view to the production of a job description for each sabbatical officer for the next academic year.

*3.1.1* By the end of week 4, the precise nature of the sabbatical team for the following academic year must be decided complete with job descriptions and profiles.

**3.2** During the next four weeks each non-sabbatical member of Executive will present a report to the Executive on their performance during the first term. These reports will be discussed with the Executive Committee with a view to the production of a job description for each non-sabbatical officer for the next academic year.

3.2.1 By the end of week 6, the precise nature of the Executive Committee for the following year must be decided complete with job descriptions and profiles.

## **4. CONDITIONS OF SERVICE**

### **4.1 Sabbatical Officers:**

4.1.1 shall hold office for 54 weeks;

4.1.2 shall, if necessary, be permitted to suspend their course of study for the duration of their term of office;

4.1.3 shall be employed under a Contract of Employment with the Union, at a salary determined by the Executive Committee during the Summer Term;

4.1.4 shall be subject to instant recall by a two-thirds majority of those present and entitled to vote at a Union General Meeting, provided that the recall motion had been on the published Agenda for that meeting in accordance with Schedule 3;

4.1.5 shall be ex-officio members of all Union Committees and Sub-Committees;

4.1.6 shall be ex-officio members of all Recognized Clubs and Societies.

4.1.7 shall be responsible for the training and development and performance of at least two non-sabbatical officers from the time of their election until taking office, and shall be an ex-officio member of the relevant Committees;

4.1.8 Sabbatical Officers will be issued with a contract of employment detailing salary, sickness and holiday pay entitlement, notice required, grievance procedure and the employee disciplinary rules and procedures.

4.1.9 Should a sabbatical officer contravene any of the rules and procedures of the Union then depending on the circumstances they may be subject to a UDP or to the disciplinary rules and procedures of the Union.

If after investigation this contravention is serious enough to warrant as an employee the suspension of the individual's contract of employment then the Executive shall be mandated to propose a motion of "no confidence".

Should the individual be found guilty at UDP, then subject to any appeal brought before a General Meeting or Emergency General Meeting, the Executive shall be mandated to propose a motion of "no confidence". During the time between a UDP decision of guilt or any investigation and a meeting to discuss the "no confidence" motion the individual will be suspended from duty on full pay and not permitted to take part in any Union activities.

Should the motion of “no confidence” be successful then the sabbatical will be informed in writing, within 5 days of the meeting, of the termination of their contract of employment.

#### **4.2 Non-Sabbatical Officers:**

*4.2.1* shall hold office:

*i)* in the case of Delegates and Observers to NUS Conference from the date of election until the close of the UGM following NUS Conference;

*ii)* in the case of all other Officers from the 1st September of the Autumn Term to the 31st August of the following year.

*iii)* shall be subject to instant recall by a two thirds majority of those present and entitled to vote at a Union General Meeting, provided that the recall motion had been on the published Agenda for that meeting in accordance with Schedule 3. Any officer so recalled is ineligible for election to any Union post for the remainder of that academic year. In the case of delegates or observers to NUS conference, such recall shall disqualify the individual from standing for any such post in the future.

**4.3** During their term of office, any executive member (notwithstanding their role as a trustee of the Union) may work in an employed capacity for the Union or its subsidiaries, subject to ratification by the executive committee. However they are precluded from decisions regarding their terms and conditions of employment.

# Schedule 5 - The Old Fire Station Membership

- 1.** All members of the Union shall be entitled to The Old Fire Station Membership, unless suspended from so doing by the Union Disciplinary Panel in accordance with Schedule 1.
- 2.** The University ID Card will incorporate “The Old Fire Station membership” and shall only be issued to full members on production of proof that they are over 18 years of age.
- 3.** All members may be requested to produce their card on entry to Union premises.
- 4.** “The Old Fire Station” card holders shall be entitled to introduce two guests into the Bar and must accept responsibility for their guests’ behavior while on the Bar premises. Guests will be required to prove their identity and age. Acceptable proof will be a “prove it” card; a passport; an NUS card; any ID featuring a picture and date of birth.

Associate and Affiliate members will only be permitted to sign in one guest.

- 5.** In the event of a guest being considered in breach of good conduct, in accordance with Schedule 1, the member responsible for that guest may be required to appear before the Union Disciplinary Panel.
- 6.** In the event of a breach of good conduct by an Associate Member, the disciplinary procedure shall follow the terms of any relevant reciprocal agreement.
- 7.** In the event of a breach of good conduct by an Affiliate Member, the disciplinary procedure shall follow the terms of any relevant reciprocal agreement.

# Schedule 6 - Staff

1. The Union will advertise itself as an Equal Opportunities Employer and will regard applicants and employees without bias toward colour, gender, race, religion, sexual orientation or other irrelevant distinction.

2. The Union will advertise itself as an Equal Opportunities Employer on all notices of vacant positions within the Union.

## 3. Conditions of Employment

All staff employed by the Union shall:

3.1 be issued with a contract of employment in accordance with the Contracts of Employment Act as relevant.

3.2 be ultimately responsible to the Executive

3.3 have the right to join a Trades Union.

3.4 be subject to the rules and regulations regarding employment with the Students' Union and the disciplinary and grievance procedures.

**1.** There shall be an Executive Committee of the Union whose terms of reference shall be:

*1.1* To manage the affairs of the Union and to implement Union policy as decided by Union General Meetings.

*1.2* To ensure that the aims of the Constitution are carried out.

*1.3* To decide policy in the absence of a Union General Meeting, within the framework of the Constitution.

*1.4* To agree detailed financial regulations for the disbursement of all Union finances.

*1.5* To oversee and co-ordinate the work of all the Union Committees.

*1.6* Out of term time and on occasions when the Executive Committee is not quorate, the sabbatical officers shall carry out activities 1.1 to 1.5.

*1.7* The Executive Committee for the following academic year shall be constituted according to the review of roles and Union structure conducted during the Spring Term review.

*1.7.1* The Chair of the Executive Committee shall normally be taken by the President.

*1.7.2* The Executive Committee shall meet at least once weekly, during term time.

*1.7.3* The Quorum shall be 50% of the sitting membership of the Executive Committee, at least one of which shall be a Sabbatical Officer.

*1.7.4* The Executive Committee is answerable to a Union General Meeting.

**2.** Course Representatives shall be elected to reflect the needs of students for each year of individual courses, to provide representation of the student body and to liaise with the Students' Union.

*2.1* The Students' Union will work with course representatives to ensure that the Union reflects the needs and opinions of its members and represents these needs and opinions to the University.

*2.1.1* Course representatives shall be elected within the first term of the academic year. Each course shall nominate a minimum of one student to represent the students on each year of the course.

*2.1.2* A course representative's term of office shall be one academic year.

2.1.3 Nominees shall be elected by majority vote of the total number of students on that course. The election of course representatives shall be facilitated by the course leader/lecturer of that course.

2.1.4 The Students' Union shall provide comprehensive training for representatives within the same academic term of their election.

2.1.5 The Students' Union will maintain contact with the course representatives and provide support and information throughout the academic year.

2.1.6 Course Representatives shall be offered the opportunity to represent the student membership at the appropriate school and University board level.

3. There shall be a Course Representatives' Committee whose terms of reference shall be:

3.1.1 To raise and discuss issues concerning students on particular courses and within the University generally.

3.1.2 To provide a direct line of communication between students and the Executive Committee.

3.1.3 To liaise with the Executive Committee in formulating Union policy where necessary.

3.1.4 To nominate individuals to represent the view of course representatives at University level.

3.2 The Course Representatives Committee shall be constituted as follows:-

- i The President
- ii The Vice-President (Representation)
- iii The Vice-President (Communications)
- iv 2 non sabbaticals
- v. Representatives of all courses within the University

3.3.1 The Chair of the Course Representative Committee shall normally be taken by the President.

3.3.2 The Course Representatives Committee shall normally meet once per term.

3.3.3 The Quorum of the Course Representatives Committee shall be 25 of which one shall be a Sabbatical Officer.

**4.** There shall be a Clubs & Societies/ Activities Committee whose terms of reference shall be:

- 4.1.1* To recommend the allocation of the C&S/Activities Budget to the Executive Committee.
- 4.1.2* To recommend the recognition of a Club or Society to the Executive Committee.
- 4.1.3* To recommend the withdrawal of recognition of a Club or Society to the Executive Committee.
- 4.1.4* To prompt Annual General Meetings within Clubs & Societies.
- 4.1.5* To distribute the Minutes of the Clubs & Societies Committee to the Executive Committee.
- 4.1.6* To set the minimum subscription fee for Clubs & Societies before the end of the Academic Year.
- 4.1.7* To update the C&S literature from time to time.

**4.2** Where applicable

- 4.2.1* To ensure that affiliation requirements have been met.
- 4.2.2* To monitor the equipment controls of a Club or Society when required.
- 4.2.3* To ensure that safety controls are being met to a sufficient standard as laid down by the appropriate National Governing Body or other appointed Agency.

**4.3** The Clubs & Societies Committee shall be constituted as follows:

- i Vice-President Representation
- ii Clubs & Societies/Student Activities Administrator
- iii Administration Manager
- iv The Sports Secretary/student activities officer
- v And/or a non-sabbatical part time officer.
- vi Student Activities Manager

N.B. The General Manager and or membership services manager may sit on the Committee when appropriate.

4.4 The Quorum shall be 60% of the sitting membership and shall include the following:

- 4.4.1 Vice President Representation
- 4.4.2 Clubs & Societies Administrator
- 4.4.3 Sports Secretary or non-sabbatical officer.



# Schedule 8 - Elections for Union Officers

1. Elections for all positions shall be by secret cross-campus ballot using the single transferable vote system.
2. The Chief Returning Officer who shall normally be the President shall be responsible for the good conduct of the election and shall have the power to declare the election void.
3. A further Returning Officer shall normally be the V.P. Associate Centres & Societies who assists the Chief Returning Officer.
4. Notice of Elections, including vacant positions, dates of the opening and closing of nominations, the date of the hustings, the date of the election and the election regulations must be published not less than one week before the opening of nominations.
5. Nominations must be open for a minimum of two calendar weeks and shall close one calendar week before the date of the election.
6. Nomination forms must be completed by the prospective candidate and be returned to the Returning Officers in the period of which nominations are open. The nomination shall include the signatures of a proposer and, in the case of an executive post, ten seconders, and for posts on other committees two seconders. All signatories must be Full Members of the Union.
7. No one member may propose or second more than one candidate for any vacant single or multi position post.
8. A list of candidates, showing names of their proposers and seconders shall be published within twenty-four hours of the close of nominations. Voting times, dates and locations shall be published together with the list of candidates.
9. A hustings meeting at which candidates can speak and be questioned shall be held between the close of nominations and the polling day, being at least one clear day away from both dates.
  - 9.1 The Chief Returning Officer shall chair the hustings meeting.
  - 9.2 Candidates shall be called according to the post they are seeking election for, and in alphabetical order.
  - 9.3 After all the candidates for each position have spoken the Chair can take questions from the floor, providing they are addressed to all candidates.
  - 9.4 The order in which the candidates answer questions shall rotate with each question.
  - 9.5 The Chairperson shall be empowered to set time limits on speeches and rule

questions out of order subject to a challenge to the Chair's ruling, which must be proposed, seconded and carried by a simple majority.

**10.** Candidates shall be permitted to display a limited number of posters in areas designated by the Executive Committee for this purpose and subject to the discretion of the Returning Officers.

**11.** Polling shall take place over at least a six hour unbroken period in centralised places within the University.

**12.** All Full Members of the Union shall be entitled to vote on production of a current Union Card. The ballot paper shall only be issued when the voter's Union Card is marked, confirming that they have registered their vote.

**13.** Where elections are for representatives of specific groups, only members in that group shall be entitled to stand for election, propose or second candidates or vote.

**14.** Members unable to vote in person shall, upon the surrender of their University ID Cards to the Returning Officers, be sent the appropriate ballot paper(s). University ID Cards so surrendered shall be endorsed in respect of that election and returned after the date of the election. Postal ballot papers shall be retained and added to the remainder at the count. Members on industrial placement shall be offered the same service.

**15.** No canvassing, posters or similar publicity shall be permitted within the vicinity of the ballot box.

**16.** No candidate, proposer or seconder may staff the ballot box.

**17.** Ballot papers shall be placed in sealed boxes, and these ballot boxes shall be opened only by the Returning Officers at the commencement of the count.

**18.** Candidates may be present at the count and may request that a re-count be made; the Chief Returning Officer shall have the final decision on this matter.

**19.** The Returning Officers shall have the right to disqualify any candidate whom they consider to be deliberately flouting election regulations, subject to appeal by the candidate to the Union Disciplinary Panel.

**20.** All candidates shall stand against "re-open nominations", in the event of the electorate selection "re-open nominations" the elections will be held again.

**21.** Dates of Elections

*21.1* Elections for Non-Sabbatical Officers shall be held:

*21.1.1* In the case of Delegates/Observers to NUS Conference, not less than two weeks prior to the relevant conference.

*21.1.2* In the case of all other Non-Sabbatical Officers, during the Summer Term.

*21.2* Elections for Sabbatical Officers shall be held during the Spring Term.

**22.** In the event of a position becoming vacant, the Chief Returning Officer shall arrange nominations to open to elect a replacement within two calendar weeks. The election should then be held in accordance with paragraphs 1-21 of this schedule.

# Schedule 9 - Representation on University Committees

1. Unless otherwise specified, all positions of representing the Union on University and course committees shall be filled by nominations made at an Exec. Committee meeting in accordance with the Standing Orders of Senate.



# Schedule 10 - Financial Controls and Administration

1. Per Capita fees shall be paid into a central fund controlled by the Executive Committee.
2. The Executive shall be responsible for the overall financial control of Union funds, and shall ensure that all expenditure of over £250 is submitted for prior approval to the Executive.
3. The Executive may delegate responsibility for expenditure to the Committees up to £250.
4. The finances shall be the joint responsibility of the Executive Committee and the Sabbatical Officers.
5. The Executive shall produce annually, estimates of all income and expenditure for the financial year beginning on 1st August, for presentation to the Union General Meeting. The UGM shall be only empowered to vary the estimate by reducing the expenditure on one Budget heading, correspondingly increasing to another Budget heading, or the Contingency Reserve. No expenditure may be incurred by the Union unless it has been agreed under a Budget heading. The estimates once adopted shall become the “Budget”. Any affiliations or donations to external organizations that the Union intend to make shall be identified and approved by a majority at the UGM. Should the dissenters to the affiliation exceed a proportion of the members, to be determined by the University, then the Union must conduct a ballot on the particular affiliation. This budget for the Union will be presented to the Finance Committee of the University in the Summer Term preceding the year in question.
6. The Executive shall produce detailed “Budgetary Regulations” dealing with the procedures to be adopted;
  - 6.1 for the preparation of the estimates
  - 6.2 for amendment of the estimates
  - 6.3 for any necessary change to the Budget once it has been adopted.
7. The Executive shall produce detailed financial regulations for the dispersal of all Union funds.
8. The Treasurer shall be required to present a Bank Reconciliation Statement and a Statement of Accounts, showing the Union’s current financial position, to the Executive each month and present a statement of accounts to the University every quarter.
9. Cheques drawn on the account must be signed by two of the following;
  - 9.1 The President

9.2 The Vice President (Representation)

9.3 The Vice President (Communications)

9.4 Any designated member of the Executive Committee

**10.** The Union shall be empowered to give guarantees for its commercial activities and to enter into borrowing agreements with a bank or building society. Any such security or agreement is to be executed by at least two of the authorized account signatories as in 9 above.

**11.** All budgets shall be presented to the relevant committees each month by the officer responsible.

The President shall present the previous academic year's results at the first available UGM. This report must detail any affiliations and donations to external organizations made by the Union.

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