

# **South Bank Students' Union Student Group Affiliation Agreement**

This Affiliation Agreement applies to

## **South Bank Students' Union Ltd**

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*(referred to as 'SBSU' or 'the Union' in the rest of this document)*

and

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*(referred to as 'the student group' in the rest of this document)*

And sets out the terms of affiliation for both parties for the academic year 2021-2022



# INTRODUCTION

South Bank Students' Union Ltd believes that every LSBU student has a right to expect and be able to access a Union which has a transformative impact on their study, their life, their University and their communities and aim to do this by providing excellent extra curricular opportunities which create a sense of community and belonging to help students thrive.

An integral part of how SBSU does this is by empowering students to create and lead their own communities and student groups, making sure that they are supported to run effectively and operate in a legally compliant way to protect reputation and safety of members of each group and its members. The relationship between SBSU and its student groups is one of mutual benefit and the Union expects reasonable commitments from student groups, members and community leaders in return for the support it offers.

This relationship is referred to as 'affiliation' and this Affiliation Agreement sets out the expectations of affiliation for both the Union and Student Groups.

Both the Student group and South Bank Students' Union should take the opportunity to review and renew their relationship on an annual basis, before activity for the year commences.

## 1 SCOPE OF AGREEMENT

- 1.1 This agreement applies to South Bank Students' Union Ltd (referred to as 'SBSU' or 'the Union' in the rest of this agreement) and all affiliated student groups of the Union. This includes; academic societies; non-academic societies and sports clubs.
- 1.2 This agreement should be signed when a student group is initiated, and will need to be re-signed annually as part of the re-affiliation process.
- 1.3 Student Groups acknowledge that re-affiliation is not automatic.

## 2 PRINCIPLES

- 2.1 Student Groups are not separate legal entities but instead form part of South Bank Students' Union Ltd (13353590). This means Student Groups are ultimately accountable to the SBSU Board of Trustees, and who are ultimately responsible for the actions of the Union's student groups.
- 2.2 With the above in mind, examples of the principles that underpin the relationship include:
  - 2.2.1 Respect and understanding i.e. clarity and mutual understanding between the parties about their respective roles and what each party brings to the relationship.
  - 2.2.2 Mutual support and commitment i.e. commitment of both to making the relationship work.
  - 2.2.3 Trust and openness i.e. being open with each other and building trust.
  - 2.2.4 Autonomy i.e. recognition that Student Groups should be empowered to manage their own affairs, but that given the regulatory environment, Student Groups need to respect the controls and oversight that arise through affiliation with SBSU, for their own benefit.
  - 2.2.5 The need to protect those decision makers within the Student Groups and ensure that SBSU has effective responsibility for them and their actions.

- 2.2.6 Equality, Diversity and Inclusion i.e. both parties are committed to the fair treatment of all.
- 2.2.7 Careful and responsible management of resources.
- 2.2.8 Being proud of the affiliation relationship, and upholding each other's good reputation.

### 3 COMMITMENTS OF AFFILIATED PARTIES

- 3.1 SBSU is committed to providing support and resources, including funding for core activity to enable student groups to effectively carry out their duties and provide their members with an excellent experience, which enriches their academic student and improves their student outcomes.
- 3.2 A non-exhaustive list of the support SBSU offers to affiliated student groups under the existing agreement can be found in Appendix 1.
- 3.3 This support relies on a commitment from student groups which are affiliated with SBSU to;
  - 3.3.1 comply with and uphold the terms of this agreement in addition to Union and University processes, procedures and policies, and the laws and regulations applicable for their group;
  - 3.3.2 complete and submit an annual activity plan, proposed budget and Constitution for approval before undertaking activity;
  - 3.3.3 seek guidance from SBSU staff in carrying out their commitments where necessary.
- 3.4 Both parties will notify each other immediately in the event that it becomes aware of any breach of this agreement or any other action which could be detrimental to the interests or reputation of the student group, SBSU, or London South Bank University.(referred to as 'LSBU' or 'the University' in the rest of this agreement).

### 4 REGULATION AND COMPLIANCE

- 4.1 Affiliated student groups will at all times comply with:
  - 4.1.1 Its constitution;
  - 4.1.2 The Union's Articles of Association and bye-laws
  - 4.1.3 The terms of this Affiliation Agreement;
  - 4.1.4 The law and regulation in so far as relevant to its activities, in particular charity law, data protection law, health and safety law.
  - 4.1.5 Any specific policies etc that specifically relate to a groups activity; for example (this list is not exhaustive):
    - Events policy
    - Insurance policies
    - Risk Assessment policy
    - Social Media policy
    - Licence agreements with London South Bank University, where used in the name of the Student Group.
    - Student Group Code of Conduct.
    - LSBU Student disciplinary procedures
- 4.2 Affiliated Student groups will not:
  - 4.2.1 Enter into any contracts for and on behalf of SBSU (including sponsorship contracts) without the prior written approval of SBSU Trustee board or their nominee.
  - 4.2.2 Make any commitments/promises to third parties for and on behalf of SBSU,

- without the prior written approval of SBSU Trustee board or their nominee.
- 4.2.3 Bring the name of SBSU or LSBU into disrepute.
- 4.2.4 Make statements or comments in or to the press on behalf of SBSU, unless those statements or comments are pre-approved by SBSU Trustee board or their nominee.
- 4.2.5 Hold fundraising activities to subsidise activity costs; without the prior written agreement of SBSU Trustee board or their nominee.
- 4.2.6 Employ, or appear to employ any persons.
- 4.2.7 Maintain its own bank account.

## 5 NAME OF STUDENT GROUPS

- 5.1 All affiliated student groups are recommended to use a name which easily identifies them as part of the Union, or available to LSBU students. This name will be used for all publicity, promotion and official documentation including the website and social media.
- 5.2 It is important that the name of the student group distinguishes it from others. and at the same time makes it immediately clear what the student group does. The name must not therefore:
  - 5.2.1 Be misleading or ambiguous; students and members of the public alike must be clear, from the name, as to what the Student Group's activities/aims are.
  - 5.2.2 Be the same or similar to that of another affiliated Student Group.
  - 5.2.3 Use terminology or language that a reasonable person may take offence to.
  - 5.2.4 Use terminology or language that may damage the reputation of SBSU or the University.
- 5.3 Student groups may include the words "London South Bank University" or "LSBU" in their name provided that the committee agree to comply with the terms and conditions of use of that name as set out by the University which can be found in the *student group procedures*. Student Groups may not use the University's logo.
- 5.4 As a LSBU University student and a member of SBSU, what members and committee members do (or don't do!) can impact on the reputations of those organisations and can have financial, legal and/or regulatory repercussions for them. It is therefore important that student groups uphold the reputation of both SBSU and the University (particularly if they have the name of either of these institutions in the student group name) at all times by complying with their policies and procedures.

## 6 AIMS OF THE STUDENT GROUP

- 6.1 All affiliated student groups must create a Constitution, which defines what it intends to achieve and how it intends on doing this. These are called the Student Group's aims.
- 6.2 Student Group aims must align with the Charitable object of SBSU which is to '*advance the education of students at London South Bank University*'. They must not undermine or compromise, or fall outside of the scope of SBSU's charitable objects.
- 6.3 The aims of a student group must be clearly different to those of another group. Groups with the same aims, or aims which are too similar to another's will not be affiliated.
- 6.4 Student Groups must be open to all interested members of the Union, and its activity must be made accessible for all members. Membership can not be restricted to specific sections of the student

body.

- 6.5 SBSU will work with student groups to define aims and a Constitution which complies with the relevant legislation as part of the initial affiliation meeting.

## **7 STUDENT GROUP COMMITTEES**

- 7.1 To be eligible for affiliation, student groups must have at least two current LSBU students to take up the roles of:
- 7.1.1 President
  - 7.1.2 Vice President which can be either a Secretary or Treasurer
- 7.2 Any student member of the group may run for a committee post and all committee positions must be appointed via a fair and democratic process, which is overseen and verified by SBSU and run in accordance with *student group procedures*.
- 7.3 The roles cited in 7.1 will be elected annually in the final term of the academic year, under the terms stipulated in the *student group procedures*.
- 7.4 Other positions on the committee are optional and will be elected (under the terms stipulated in the *student group procedures*) in the first term of the new academic year to give new members an opportunity to stand and vote in elections, and so that the positions needed are determined by the student group's planned activity.
- 7.5 The committee members cited in 7.1 will start their term in post on the first day of the University's summer break, and shall continue in post until the last day of the University's final academic term.
- 7.6 Before the end of their term, each committee member shall make sure they allocate a reasonable amount of time and effort in training and handing over key information to their successor.

### **RESPONSIBILITIES AND POWERS OF THE COMMITTEES**

- 7.7 The Committee shall manage the student group's day to day duties and general business and is responsible for the student group's compliance with; the requirements set out in section 4.1 – 4.2 of this agreement.
- 7.8 The Committee may delegate any of its functions to another group or person, but is ultimately responsible for the acts or omissions of such group or person.
- 7.9 The Committee is responsible for the actions and conduct of its members and must take appropriate action to ensure it does not breach the terms of this agreement, and that any breaches are dealt with in the appropriate way.
- 7.10 Each Committee member shall :
- 7.10.1 be able and willing to act as a Committee member
  - 7.10.2 attend such training as SBSU requires
  - 7.10.3 attend and take an active interest and participate in student groups forums; ensuring they represent the views of all of their members
  - 7.10.4 at all times act in the best interests of the Student Group and uphold the Student Group's Aims.
  - 7.10.5 at all times act in the best interests of SBSU and uphold the objects of the Union.
- 7.11 Further duties of Committees and its members are outlined in the *student group procedures*.

## **8 MEMBERSHIP OF STUDENT GROUPS**

- 8.1 Membership shall be open to all current members of SBSU.

- 8.2 Only members who have registered their membership via the SBSU approved process (usually the Union's website), will be recognised as members of the affiliated student group. This is regardless of whether a fee is to be charged. This applies to all affiliated student groups and all types of membership with no exceptions.
- 8.3 Any person found to be participating in student group activity who has not registered and/or paid via this process will on the first instance be given a short period in which to register and/or pay their membership. If this is not done in the required time, or there are repeated instances they, and the student group may face disciplinary procedure via the appropriate process. This may result in removal of student union membership for the individual, and disaffiliation for the student group.
- 8.4 Student groups who wish to offer 'taster' or 'trial' memberships can do so, however these types of membership must too be registered through a process agreed by SBSU, which ensures that details of the individual will be recorded and stored appropriately for insurance and risk purposes. If this is not done, the student group may face disciplinary process via the appropriate process which may result in the disaffiliation of the group.
- 8.5 For absolute clarity, student groups should not invite individuals who have not registered their membership via the approved SBSU process to join social media group chat platforms. Any individuals who are part of these group chats who are not registered members must be removed immediately upon identification.
- 8.6 SBSU will from time to time require committee members to share group chat participant details to monitor compliance with these requirements, and may request that publicity and promotion of these groups is removed.
- 8.7 Committee members are responsible for upholding the requirements in section 8.1 – 8.6 and persistent failure to do so could result in disaffiliation of the student group, and or disciplinary action against individuals. Guidance on how to manage issues relating to group chat platforms and memberships is available and should be followed to ensure compliance.

### MEMBERSHIP NUMBERS

- 8.8 From October, all student groups must have a minimum of at least 5 registered members at all times until membership expires at the end of the academic year. For sports clubs which compete, they must have the required number of members to qualify for competition.
- 8.9 New student groups are not subject to the minimum number of registered members listed in clause 8.8 until 6 months after their affiliation.

### NON-MEMBER PARTICIPATION

- 8.10 Non-members of SBSU (which includes alumni and staff) may be permitted to participate in student group activity. This could be for an individual event; to play or train in sports; or to participate with others with a shared interest. However given the varied nature of each group, and the Union's charitable purpose to serve LSBU students, this will only be allowed in accordance with *student group procedures*.
- 8.11 Non-members who are allowed to participate in group activity are not members of the Union, or the student group and are not entitled to vote on any matter within the club; attend meetings or forums; nominate or be elected to a committee position, or hold any position of power or influence within the group. They are also likely to be subject to different membership fees from members.

### MEMBERSHIP FEES

- 8.12 With the exemption of Academic societies, all student groups must charge a membership fee.
- 8.13 Following the submission of the student group's annual budget, the committee and the Union will together agree an appropriate fee to charge members each year.

8.14 For societies this will be a minimum of £3 per year, per member. For sports clubs this will be set at a fee which is reasonable in proportion to their activity costs, whilst also ensuring membership is affordable for the majority of students.

8.15 The percentage of membership fee which will be allocated towards core costs (running costs) and the group's membership fund is reflective of the typical level of costs required to run the group, and are as follows (unless otherwise agreed):

8.15.1 Non-academic societies:

1. £3-£5 per member - 0% core costs, 100% membership fund.
2. Over £6 per member - 25% core costs, 75% membership fund

8.15.2 Sports Clubs: 90% core costs, 10% membership fund

### MEMBERSHIP ENTITLEMENTS

8.16 All members are entitled to attend all of their student group's events (subject to availability and any lawful restrictions and that the committee members or SBSU may reasonably impose from time to time.)

8.17 All members shall be entitled to student group privileges that the Committee may arrange from time to time ([e.g. group discounts)

### MEMBERS RESPONSIBILITIES

8.18 Members must not act in a manner which brings, or is likely to bring, the Student Group, SBSU and/or the University into disrepute.

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

8.19.1 comply with the relevant codes of conduct, for both the Union and the University, and all relevant laws and regulations); and

8.19.2 act in the best interests of the Student Group and SBSU and uphold the Student Group's Aims and the objects of the Union.

## 9 ANNUAL ACTIVITY PLAN, BUDGET AND FUNDING

9.1 Before the beginning of the academic year, (unless otherwise agreed) at a time determined by SBSU, Student Groups will present their plan in relation to the forthcoming academic year, in a format agreed with SBSU. That plan should include details such as:

- Proposed calendar of activities.
- Proposed costs of the activities to be undertaken
- Anticipated benefits/outputs of the activities.
- Risk assessment of the proposed activities / risk rating of each of the proposed activities. (These may be submitted after the plans have been agreed, but before the activity takes place and may be completed with the support of SBSU staff if necessary).

9.2 SBSU may not be able to approve all or some of the activity proposed in the annual plan. This may be for the following reasons:

9.2.1 The activity would breach law or any of the policies or obligations set out in sections 4 of this agreement.

9.2.2 it is not in line with the Union's charitable aims

9.2.3 the plan does not clearly indicate how it will enable the student group to meet its aims

9.2.4 it does not demonstrate careful and responsible management of Union resources

9.2.5 any other reason which the Union's Trustees or their nominee can reasonably deem to be not in the Union's best interests.

9.3 In these circumstances SBSU will continue to work with the group to suggest satisfactory alternatives, and where this is not possible will provide the group with the reason why activity can not be approved.

9.4 In some cases, activity may be approved, however it may not be possible for the Union to provide funds and/or resources to support the activity. This will most likely for the reasons set out in 9.2.3 and/or 9.2.4. In these circumstances, the student group may look to fund and/or resource the activity through alternative means, including funds raised through membership fees; fundraising activity and approved sponsorships.

### MEMBERSHIP FUND

9.5 Each student group will have a membership fund. This is an amount of money which is available to them to pay for activity and/or items which fall outside of core running costs, and can not be funded by the union.

9.6 The membership fund is made up of; percentage of membership fees as set out in section 8.15; income generated through approved fundraising activity and approved sponsorships.

9.7 At the end of each financial year, unspent membership funds will be reallocated and offset against the group's core running costs. In the event that this amount exceeds the core running costs the surplus amount will remain in the group's membership fund and will be available to use in the following financial year.

9.8 In the event that a student group is wound up or disaffiliated, current membership fees will be refunded (proportionately based on length of membership) and any surplus membership funds will be reallocated and offset against the Union's total costs for supporting student groups.

### FINANCIAL MANAGEMENT

9.9 It is important that Student Groups manage their financial resources in a sustainable manner, whilst spending their funds for the benefit of their members. Student Groups are therefore required to comply with all clauses relating to financial management in the *student groups procedures* at all times.

## 10 RISK ASSESSMENTS

10.1 SBSU wants its Student Groups to deliver fun and engaging activity for its members. Risk assessments are not intended as a barrier to Student Group activities, but a means to enable them to take place safely. SBSU is there to help Student Groups carry out those assessments.

10.2 Each Student Group should ensure that they carry out suitable risk assessments in relation to each of their activities and events to ensure not only the health and safety and wellbeing of their members, but also ensure that reputations (e.g. of the Student Group, SBSU and, where relevant, the University), are preserved. Where risks are identified, Student Groups will ensure that an appropriate plan is put in place and executed to mitigate the risks identified.

10.3 Student Groups shall make all risk assessments and controls plans available to a nominated representative of the board of SBSU upon request.

10.4 SBSU, for insurance purposes, will need to pre-approve all activities, especially those which pose a high-risk to the Union, the group and its members.

10.5 Student Groups that provide food and drink at events will have to follow the relevant guidance and procedures regarding food handling and safety provided by SBSU and, where relevant, LSBU.

10.6 Student Groups who's activity may include working with children or vulnerable adults should comply



with SBSU relevant policies and may be subject to regulatory checks.

- 10.7 Any members who are under 18 years of age may participate in Student Group activities only with permission from a parent or guardian and SBSU.

## 11 REPORTING

- 11.1 Student Groups will meet with SBSU at least once per year, usually before the end of the final semester to review whether the group achieved what it set out to achieve that year.
- 11.2 Student Groups may, from time to time, be required to review their activity in this way with SBSU on a more frequent basis (e.g. if high-risk activities were carried out) in such format as SBSU may require.
- 11.3 Committee members are required to submit an immediate report to SBSU ( if any of the following situations occur:
- 11.3.1 A material breach of this Agreement.
  - 11.3.2 Any incident which is likely to bring the Student Group, SBSU and/or the University into disrepute
  - 11.3.3 Any incident which would be regarded as a serious incident and reportable to the Charity Commission under the serious incident reporting regime:  
<https://bit.ly/2wFo4RS>
  - 11.3.4 Any suspected or actual fraud or financial mismanagement.

## 12 DISPUTES AND BREACHES OF THE STUDENT GROUP AGREEMENT

- 12.1 In the event of a dispute, the parties should try to resolve any disputes informally, but if informal resolution cannot be reached:
- 12.1.1 The party with the complaint will put their complaint in writing to the President, in the case of the student group, or the Student Activities manager in the case of the Union.
  - 12.1.2 The recipient of the complaint will then meet with the party with the complaint to try and reach agreement.
  - 12.1.3 If agreement still cannot be reached, the President and another nominated committee member will meet with the VP of Activities and the Chief Executive of SBSU (or their nominee) who will consider the issue and put forward a resolution to the relevant Student Group Committee.
  - 12.1.4 If the resolution is agreed, the parties shall implement that resolution. If a resolution is not agreed, SBSU may take such steps as are necessary to suspend or disaffiliate the Student Group.
- 12.2 Where there is an alleged breach of this agreement, the student group's Constitution or the student group code of conduct by a member of a student group, the student group disciplinary process outlined in the Union's bye-laws be implemented.
- 12.3 In relation to the removal of committee members of a student group, or removal of a member of a student group, student group disciplinary process outlined in the Union's bye-laws be implemented

## 13 DECLARATION

- 13.1 The signing of this agreement by both South Bank Students' Union Ltd and the student group named in this agreement acts as a commitment to the affiliation relationship and its terms for

the specified year.

- 13.2 Both parties understand that breaching the terms of this agreement is likely to cause difficulties for each other in carrying out their responsibilities, and ultimately a poorer experience for members. In extreme circumstance, it could also result in the instigation of one of the Union's relevant complaint or disciplinary processes which could result in the agreement being terminated, and the group dis-affiliated.

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Name of Student Group:

Signed of behalf of the Student Group

Name:

Signature:

President

Date of signing:

Signed on behalf of SBSU Ltd

Name:

Signature:

Job Title:

Date of signing:

Name:

Signature:

Vice President

Date of signing:

## APPENDIX 1

### THE LIST BELOW SETS OUT WHAT SOUTH BANK STUDENTS' UNION OFFERS TO ITS STUDENT GROUPS UNDER THE EXISTING STUDENT GROUP AGREEMENT:

Student representatives (full-time and voluntary) with remits focused on improving the support available to Student Groups, and ways for Student Groups to influence this support.

Dedicated South Bank Students' Union staff to assist with all aspects of running a Student Group, and supporting development.

Training sessions and workshops to provide Student Groups with the skills they need to run their Group, as well as resources and programmes to assist personal development.

Support with the development of Student Groups, such as through the society accreditation scheme.

Free publicity via the South Bank Students' Union website, noticeboards, attendance at freshers/refreshers fairs, as well as other opportunities to promote the Student Group e.g. social media takeover.

Free room bookings for South Bank Students' Union facilities, as well as University rooms.

Equipment, kit and resources needed to effectively run activity.

A financial management system, with staff support.

Opportunities to get involved in South Bank Students' Union campaigns and initiatives e

Free insurance in the UK for most activities, and legal support including contract checking.

Regular communication from South Bank Students' Union about the things the Student Groups need to know, including the publication of important dates in good time.

Permission to use designated South Bank Students' Union logos in line with branding guidelines.

Celebration of the achievements of Student Groups, including the South Bank Students' Union annual awards and the Student Group Recognition Scheme.