

**The London School of Economics and Political Science  
&  
The Students' Union of the London School of Economics and Political Science  
Memorandum of Understanding  
2013-2014**

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**1. Definitions**

The following definitions are used in this document:

- 'The School': the London School of Economics and Political Science.
- 'The Union': the Students' Union of the School.
- 'The Trustees': up to five Officer Trustees, up to six Student Trustees and one External Trustee who have been elected as Trustees (and Directors) of the Union.
- 'The Memorandum': this Memorandum of Understanding between the School and the Union.
- 'Council': the governing body of the School.
- 'SUARTS': the Students' Union of the University of the Arts, London.

**2. Introduction**

2.1. The aim of this Memorandum is to:

- ensure that the School and the Union fulfil their respective legal obligations to fund, manage and operate the Union and its activities; and
- clearly set out the responsibilities of the School and the Union on a number of key areas, which are not necessarily required by law.

2.2. This Memorandum, which must be approved annually by Council or its delegated representative/s, and the Trustees or their delegated representative/s, will begin on 1 August 2013 and end on 31 July 2014.

### **3. Legal Status of the School and the Union**

3.1. The School is a Company Limited by Guarantee (Company Number 70527) under the Companies Act 1985, and an exempt charity under Schedule 3 of the Charities Act 2011. It is governed by its Council in accordance with its Memorandum and Articles of Association.

3.2. The Union is a Company Limited by Guarantee (Company Number 7710669) under the Companies Act 2006 and a Registered Charity (Charity Number 1143103) under the Charities Act 2006. It is governed by a Board of Trustees in accordance with, but not limited to, the Education Act 1994, the Union's Memorandum and Articles of Association and the Union's Bye Laws.

### **4. Requirements of the Education Act 1994**

4.1. The School and the Union recognise the need to observe the following requirements of Section 22 of the Education Act 1994:

- 4.1.1. the Union must have a written constitution (see Paragraph 2.2 above), which Council will review at intervals of no more than five years;
- 4.1.2. students will have the right not to be a member of, or be represented by, the Union and not be unfairly disadvantaged because of it;
- 4.1.3. the Union will put in place a complaints procedure for students who are dissatisfied in their dealings with the Union, or believe they have been unfairly disadvantaged because they are not a member of it (see Annex A);
- 4.1.4. Council will ensure that appointments to major (sabbatical) offices of the Union are made by secret ballots, which are open to all members of the Union, and that no person will hold a major or paid office of the Union for more than two years in total;
- 4.1.5. Council will take reasonable and practical steps to try to ensure that the Union will conduct student elections fairly and properly. These steps will normally involve the Union setting out an election procedure

and list of applicable rules. It will also produce a complaints procedure for students to use if they are dissatisfied with the conduct of an election;

- 4.1.6. Council will take reasonable and practical steps to try to ensure the proper conduct of the Union's financial affairs. These steps will include Council approving and monitoring the expenditure of the Union's annual budget (or 'Subvention');
- 4.1.7. the Union and its members will adhere to the provisions of the School's Code of Practice on Free Speech, which the School will publish;
- 4.1.8. at least annually, the Union will publish, and the School's Finance Committee review:
  - a financial report of its affairs;
  - details of any donations which it has made to external organisations;
  - details, including the fees, of any external organisation to which it intends affiliating itself, or already has affiliated itself;
  - the procedure it uses to allocate resources to its clubs and societies.

4.2. Although not a requirement of the Education Act, the Union will, in the interests of ethics and transparency, publish a list of any companies or other organisations which sponsor it or its societies.

## **5. Governance**

5.1. Subject to its statutory responsibilities, the School recognises that the Union is a separate legal entity that:

- employs its own staff;
- represents the School's students;
- has entered into a Collaboration Agreement with the SUARTS.

5.2. The School also recognises that the Trustees of the Union, who are accountable to the Union's members, are responsible for:

- governing the Union in accordance with its Memorandum and Articles of Association and Bye-Laws;
- the Union's compliance with relevant legislation, which includes matters of contract, employment, equality, free speech, health and safety, information management (data protection and freedom of information) and purchasing.

5.3. The School recognises the Union (and its officers) as the sole representative body of its registered students, and that the Union will select its own representatives to perform this role. The School will involve the Union in the governance of the

School in a manner that it considers appropriate, proportionate, relevant and practical.

5.4. The School will not normally intervene in the affairs of the Union unless it believes there is an important reason to do so. An important reason will normally concern issues of financial management, legal compliance, health and safety, reputational damage and/or good campus relations.

5.5. The Union recognises the School's right to request, review and comment on reports on the Union's level of compliance with relevant legislation and procedures of the School.

5.6. The Union recognises the School's right to request, review and comment on any changes to, and risk assessments of, the Collaboration Agreement between the Union and the SUARTS.

5.7. The Union will use its best endeavours to try to ensure that its activities, including those of its societies, will adhere to any relevant rules, regulations, policies and procedures of the School, including, but not limited to, any rules, regulations, policies and procedures in the areas of data protection, equality and diversity, free speech, health and safety, information security, social media, student activities and use of the School's services.

5.8. The Union will decide when to allow members of the public to access its commercial services, provided it is not to the detriment of registered students of the School.

5.9. The Union will ensure that membership of its clubs and societies is open to registered students of the School only, unless it can show that external membership will have a tangible benefit to registered students of the School.

5.10. The School Secretary will consider requests to provide services or support to students who are not members of the Union, though the School may find it too difficult, disproportionate, impractical or unreasonable in some cases.

## **6. Finance**

6.1. The School, through its Academic Planning and Resources Committee (APRC), will allocate funds to the Union by the means of an annual block grant, or 'Subvention', payable in four equal instalments on 1 August, 1 November, 1 February and 1 May of each academic year.

6.2. The School will deduct from a Subvention payment any costs which it has incurred in relation to any unacceptable, unlawful or unreasonable activities which are deemed, under the Rules Relating to Student Activities (Annex B), to be the responsibility of the Union. The deduction of any costs will not exceed £25,000 per incident.

6.3. The School recognises that the Trustees of the Union are responsible for the expenditure of the Union's Subvention, and as such, ensuring that it is lawful, transparent and correctly reported under the Education Act 1994 and Charities Act 2011. This latter Act requires the Union to submit an Annual Return, Annual Accounts and Trustees' Annual Report to the Charity Commission. The Trustees must familiarise themselves with the requirements of both Acts.

6.4. The School is required under the Education Act 1994 to take such steps as are reasonably practicable to ensure that the financial affairs of the Union are properly conducted and that appropriate arrangements exist for the approval and monitoring of the Union's budget. This oversight may involve a request for specific reports on financial matters, an instruction to address a compliance issue or the School's Internal Auditor/s periodically reviewing the Union's financial management controls. The key points of the Education Act are set out in Section 3 of this Memorandum of Understanding. In a financial context, it includes:

- a financial report of the Union's affairs;
- details of any donations which the Union has made to external organisations;
- details, including the fees, of any external organisation to which the Union intends affiliating itself, or already has affiliating itself;
- the procedure the Union uses to allocate resources to its clubs and societies.

6.5. The Union is aware that it can make donations or affiliate itself to external organisations only if the issue with which the external organisation is concerned affects the present and future members of the Union. Moreover, the Union understands that any donations to external organisation are reasonable, of genuine benefit to its members and proportionate to its resources and other commitments.

6.6. The Trustees will appoint an external agency to audit the Union's annual accounts. The Union will send this external agency's Audit Findings Report to the School's Director of Finance and Facilities.

## **7. Media and Communication**

7.1. The Trustees of the Union are responsible and liable for the content of all Union communications and publications and for the actions of Union members involved in their production.

7.2. All of the Union's communications and publications must be clear that they come from, and are on behalf of, the Union. Save for certain trading activities outlined in Section 11 below, the Union will not use any of the School's protected logos unless permission is granted by the Director of the External Relations Division or his/her delegated representative.

7.3. The School reserves the right to take disciplinary action against any registered student who, through any Union activity, publication or communication, brings the School into disrepute or breaches a policy or regulation of the School.

## **8. IT Services**

8.1. The Union will purchase its own IT equipment, though it may use the School's procurement process to do so. The School will charge any costs that it incurs to the Union.

8.2. The School's IT Services Division will provide the same level of IT support to the Union as it does to other areas of the School. As such, the School's IT Services Division will manage the accounts of the officers of the Union, including access to those accounts.

8.3. The Trustees must ensure that its Users adhere to the Conditions of Use of IT Facilities at LSE.

8.4. The School will provide telephone services to the Union, which will be charged back to the Union.

8.5. IT Services will provide audio-visual (AV) support and equipment for events organised by the Union, provided those events take place in School rooms only.

## **9. Events, Facilities and Security**

9.1. The School and the Union agree on the importance and benefits of extra-curricular activities for students. For this reason, the School will take reasonable steps to enable the Union and its clubs, societies and members to access the facilities and space of the School, including the sports facilities at Berrylands, provided that this access is not disruptive, intrusive, unlawful or unreasonable.

9.2. The Union will ensure that a risk assessment is conducted of any activity or event that it, or its clubs and societies, arrange, as well as for making sure that any actions arising from a risk assessment are properly implemented.

9.3. The School recognises that the Union will need access to a number of different venues and areas of the School for certain events, such as Orientation Week.

9.4. The School and the Union will enter into a separate written agreement, contract or lease to govern the long term allocation of space from the School to the Union.

9.5. The School is responsible for, and control of, security provision on and in all premises of the School, regardless of the event taking place. The School recognises that the Union may hire accredited external security staff to supervise, or help supervise, certain events, but in all such instances, the Union must consult the School before it makes an appointment, as well as meet the cost of any additional

security arrangements. If it becomes aware of such an instance, the Union must inform the School of third party security staff (i.e. staff not employed or hired by the School or the Union) attending an event.

9.6. The Union is responsible for the conduct of its members while they are engaged in any activity or event that is endorsed, organised, sponsored, or booked by the Union or its clubs and societies.

9.7. The Union will not promote to its members any events, trips or activities which are arranged or run by an external organisation (i.e. non-Union or non-School body), unless it makes clear in the promotion which organisation or person is responsible for the event, trip or activity.

9.8. The Union and its clubs, societies and members will book sporting fixtures at Berrylands through the Union's Student Activities Team, and venues for events through the School's room booking procedure on LSEForYou. The Union will be responsible for the bookings which its clubs, societies and members make through the School.

9.9. The School will deduct from a Subvention payment any costs which it has incurred in relation to any unacceptable, unlawful or unreasonable activities which are deemed, under the Rules Relating to Student Activities (Annex B), to be the responsibility of the Union. The deduction of any costs will not exceed £25,000.

9.10. The School will not normally deem the Union to be responsible for the actions of individuals who are not members of the Union, provided the Union or its clubs and societies had no involvement in those individuals attendance at an event.

## **10. Timetabling**

10.1. Unless it has no other feasible option, the School will avoid scheduling classes or lectures for taught programmes on Wednesday afternoons of each week, as well as during the one hour period of each week in which the Union will hold its General Meeting (normally 1pm to 2pm on Thursdays) and Friday prayers take place (1pm). The School will inform the Union's General Secretary of any classes which are scheduled to take place during these times. If the General Secretary wishes to pursue the matter, s/he will approach the Dean of Undergraduate Studies (for undergraduate matters) or the Dean of Graduate Studies (for postgraduate matters).

## **11. Trading Activities**

11.1. The Union may operate legitimate trading activities within the School, provided those activities are consistent with its charitable aims and objectives and in no way conflict with the aims, objectives and working of the School.

11.2. The Union is responsible and liable for its trading operations, including but not limited to the employment of staff and sale of alcohol.

11.3 The Union will be permitted to use the LSE logo, crest, and London School of Economics name on items of merchandise, provided these items are sold by the Union only, lawful, inoffensive and safe. The School will consider whether an offence is serious and/or widespread, if it receives a complaint to this effect.

## **12. Data sharing**

12.1. The School and the Union will take reasonable steps, such as a Data Sharing Agreement, to at all times comply with data protection legislation and the School's information security policies and procedures to disclose, exchange or store information.

## **13. Signatures**

**Signed on behalf of the School:** ..... **Susan Scholefield, School Secretary**

**Date:** .....

**Signed on behalf of the Union:** ..... **Jay Stoll, the Union General Secretary**

**Date:** .....



## **Annex A, LSE and LSESU MoU**

### **LSESU**

#### **Complaints Procedure**

The School and the Union agree to use the following procedure to deal with complaints from registered students of the School, which are made on one or both of the above grounds:

- dissatisfaction in their dealings with the Union; and/or
- being unfairly disadvantaged because they have withdrawn from, or indicated that they do not want to be represented by, the Union.

#### **Stage One**

1. The Complainant must submit his/her Complaint in writing to the General Secretary of the Union within 10 working days of the alleged incident/s. The Complainant may submit his/her Complaint to another Sabbatical Officer, if his/her Complaint in any way concerns the actions of the General Secretary.
2. The General Secretary will decide how best to resolve the Complaint, normally by overseeing an investigation that may involve him/her being assisted by other appropriately placed members of the Union's staff, or by arranging for the case to be considered under a more suitable procedure of the Union.
3. The General Secretary of the Union will convey his/her decision to the Complainant normally no later than 10 working days from the date that s/he received the Complaint. S/he will explain the reasons behind his/her decision and inform the Complainant of his/her right to appeal to the School Secretary.

#### **Stage Two**

4. If the Complainant is dissatisfied with the way the Union has handled his/her Complaint, or believes the General Secretary's decision to have been unreasonable, then s/he can submit a written Appeal to the School Secretary. The School must receive the Appeal no later than 5 working days from when the Complainant read the General Secretary's decision.
5. The School Secretary will decide whether there are sufficient grounds to consider the Appeal, and if so, how best to deal with it. S/he will convey her decision to the Complainant normally no later than 10 working days from the date that s/he received the Appeal. The Secretary's decision will be the final stage of this Procedure.

#### **Confidentiality**

6. The School and the Union will treat information relating to complaint as confidential unless the non-disclosure of it will hinder an investigation or if there is a

legal obligation to disclose it. The School and the Union will not normally investigate anonymous complaints.

### **Victimisation**

7. If necessary, the School and the Union will put in place measures to protect a student from discrimination or victimisation because s/he submitted a complaint.

### **Vexatious Complaints**

8. The School and the Union will consider disciplinary action against a student who submits a vexatious complaint.

### **Changes to Procedure**

9. Changes to, or deviations from, this Procedure will not invalidate an investigation or decision, provided the changes or deviations are fair, reasonable and proportionate to the matter being investigated.

### **Monitoring**

10. The Union will monitor complaint data with a view to addressing bad practice and improving its services.

End.

## **Annex B, LSE and LSESU MoU**

### **LSE and LSESU**

#### **Rules Relating to Student Activities**

##### **Introduction**

1. The London School of Economics and Political Science ('the School') and the Students' Union of the London School of Economics and Political Science ('the Union') have agreed to put in place these Rules Relating to Student Activities ('these Rules') to enable students to lawfully and safely participate in extra-curricular activities without causing unnecessary disruption or harm to the School or the Union.
2. These Rules should be read in conjunction with the Memorandum of Understanding between the School and the Union.

##### **Responsibility for Student Activities and Events**

3. The School is responsible for, and control of, security provision on and in all premises of the School, regardless of the event taking place. The School recognises that the Union may hire accredited external security staff to supervise, or help supervise, certain events, but in all such instances, the Union must consult the School before it makes an appointment, as well as meet the cost of any additional security arrangements. If it becomes aware of such an instance, the Union must inform the School of third party security staff (i.e. staff not employed or hired by the School or the Union) attending an event.
4. The Union will ensure that a risk assessment is conducted of any activity or event that it, or its clubs and societies, arrange, as well as for making sure that any actions arising from a risk assessment are properly implemented.
5. The Union is responsible for good order in, and the reasonable care of, any areas or rooms of which it has been granted the long term use. The School is responsible for the security and maintenance of these rooms.
6. The Union is responsible for the conduct of its members while they are engaged in any activity or event that is endorsed, organised, sponsored or booked by the Union or its clubs and societies.
7. The Union will not promote to its members any events, trips or activities which are arranged or run by an external organisation (i.e. non-Union or non-School body), unless it makes clear in the promotion which organisation or person is responsible for the event, trip or activity.

8. The Union and its clubs, societies and members will book venues for events through the School's room booking procedure on LSEForYou and in accordance with the School's Code of Practice on Free Speech. The Union will be responsible for the bookings which its clubs, societies and members make through the School.

9. The School's Code of Practice on Free Speech set out the conditions by which events should be governed.

### **Conduct on LSE Premises or in Houghton Street**

10. The Union must make any payment of funds to its clubs and societies on the following conditions:

10.1. Save for those concerning student elections, or unless the School has granted permission to do otherwise, all posters and banners must be displayed on designated notice boards only. The School's security staff will remove any unauthorised posters or banners, the School will invoice the Union for any damage caused by unauthorised posters or banners;

10.2. The School permits the reasonable use of audio equipment (e.g. radios, audiotape decks and CD players) on stalls or for any event provided it causes no disruption or disturbance to any member of staff or student, or external organisation;

10.3. Furniture must be returned to the place from where it came immediately after an event has finished or a stall has closed;

10.4. Any litter or discarded leaflets or papers must be cleared immediately after an event;

10.5. Activities and events must be lawful, inoffensive, safe and in no way detrimental to the purposes, reputation and communities of the School and the Union. The School reserves the right to cancel an activity event that it considers to be otherwise, normally after it has consulted the Union.

11. The Union must have a procedure in place to deal with misconduct or breaches of the School's or the Union's rules on campus or Houghton Street. The Police and Westminster Council are ultimately responsible for law and order on Houghton Street, because it is a public thoroughfare.

### **Opening Times of the School**

12. The Union and its clubs and societies will arrange activities and events in accordance with the opening times of the School, which are set out on the webpages of the Security Team and the Library.

### **Admission of the Press**

13. The permission of the School Secretary or Director of External Relations must be required for representatives of the press, radio or television to attend a student-led activity that is held inside of, or on, premises which are managed by the School, if the

strategy or day-to-day business of the School is likely to be discussed. While this requirement does not extend to premises which are managed by the Union, this organisation will use its best endeavours to forewarn the School of any visits which representatives of the press, radio or television make to premises which it manages, to discuss the strategy or day-to-day business of the School.

### **Sale of Alcohol**

14. Alcohol must be sold in licensed areas only.

15. The Union will apply to the relevant Council's licensing department to sell alcohol outside of the currently licensed hours.

### **The Deduction of Costs**

16. The School Secretary will deduct from a Subvention payment any costs which the School has incurred in relation to any unacceptable, unlawful or unreasonable activities which are deemed, under these Rules, to be the responsibility of the Union. The Secretary will take account of any representations of the Union. No single deduction will exceed £25,000.

17. The School will provide the Union with a breakdown of any deduction from a Subvention. The Union can appeal against the Secretary's decision by writing to the School's Director of Finance and Facilities within five days of it receiving this breakdown. The Director of Finance and Facilities' decision will be final.

18. The School will not normally deem the Union to be responsible for the actions of individuals who are not members of the Union, provided the Union or its clubs and societies had no involvement in those individuals attendance at an event.

End.