



University of  
**Salford**  
MANCHESTER



**University of Salford and the University of Salford Students' Union**

**Code of Practice and Memorandum of Understanding**

## **Introduction**

This memorandum sets out the collaborative partnership between the University of Salford and the University of Salford Students' Union, rooted in shared values, mutual respect and a joint commitment to enhancing the experience of all University of Salford students. It defines how both organisations will work together to co-create this environment—through shared planning, dialogue, and trust.

While this memorandum includes statutory and regulatory responsibilities, including those outlined in Part II of the Education Act 1994, its intention is to provide a framework for a positive, enduring, and values-led partnership. This approach is based on the recognition that a strong and independent Students' Union is essential to the life and mission of a modern university.

## **Definitions**

"University"	means the University of Salford
"Union"	means the University of Salford Students' Union ("Salford SU"), registered charity number 1189354 and company number 12532982
"Constitution"	means the Articles of Association of the Union
"Council"	means the Council of the University
"University Secretary"	means the University's Chief Academic Services Officer and University Secretary, who is the nominated member of staff responsible for liaison with the Union. The University may notify the Union of a change to this point of contact in writing at any time
"Financial Year"	means 1 August to 31 July or as otherwise determined by the University
"Block Grant"	means the sum of money agreed annually by the University of Salford to fund services that the Union provides to the students of the University
"Trustees"	means the Board of Trustees of the Union
"Chief Executive"	means the Chief Executive Officer (CEO) of the Union
"Student Officers"	means the Sabbatical Trustees as defined by the Union's Constitution
"Opted-Out Students"	means students of the University who have opted out of Union membership
"Partnership Review Board"	means a meeting of the Partnership Review Board, its terms of reference approved by mutual agreement of both parties from time to time

## **1. Background and scope**

- 1.1. The University Charter provides for the establishment of a Students' Union of the University.
- 1.2. The Union is recognised by the University as a self-governing and autonomous body, acknowledged in law as a distinct, separate and independent legal entity.
- 1.3. The Union is recognised by the University under the Education Act 1994 as the sole representative body of the students registered at the University.
- 1.4. This Memorandum of Understanding will also operate as the 'Code of Practice' required by section 22.4 of the Education Act 1994.

## **2. Partnership between the University and the Union**

- 2.1. Both parties agree to work together to promote student success and wellbeing. This includes collaborating on major initiatives, providing reciprocal insight and challenge, and aligning efforts to ensure that student voice and representation are embedded at all levels of institutional decision-making.
- 2.2. University leadership and Union representatives will meet formally prior to the start of the academic year so that each party may outline objectives and set out plans for the coming year, to generate shared aims, objectives and partnership working. This work will be facilitated by the ongoing development of the Union's Policy Book.
- 2.3. The Union will formally present to the Council twice a year.
- 2.4. Together, the University and Union commit to:
  - 2.4.1. Participatory design practices for key strategies and policy frameworks that affect students;
  - 2.4.2. Working in partnership to tackle student loneliness, and promote belonging, inclusion, and personal development;
  - 2.4.3. Maintaining open communication and fostering a culture of joint problem-solving and innovation;
  - 2.4.4. Celebrating student and University achievements and recognising the diverse contributions of the student community;
  - 2.4.5. Encouraging inclusive and democratic participation in student life and governance.

- 2.5. To facilitate these objectives and the partnership between the organisations, both parties commit to:
  - 2.5.1. Act within the law, protect and uphold each party's image, logo, and reputation, and to collaborate to manage each organisations' risks
  - 2.5.2. Invite the other party to relevant training and development opportunities, as appropriate.

## **3. Regulatory and Compliance Matters**

### *Constitution*

- 3.1 In compliance with section 22 of the Education Act 1994 part 2, the Union shall have a written Constitution which is reviewed and approved by the Council at intervals of no more than five years. No amendment to or rescission of that Constitution, in part or in whole shall be valid without the approval of the Council.

## *Membership*

- 3.2 All registered students of the University and all the Officers of the Union shall automatically become members of the Union.
- 3.3 Every student shall have the right to opt out from Union membership.
- 3.4 It is the responsibility of the student to inform the Union in writing of their wish not to be a member of the Union. A decision to opt out shall hold good for the remainder of that academic year.
- 3.5 The Union must hold a register of all Opted-Out Students which shall be made available to the University Secretary on request.
- 3.6 The Union shall provide services to Opted-out Students, including access to advisory and welfare services, clubs or societies.
- 3.7 Opted-out Students shall not be entitled to participate in Union affairs such as attending General Meetings, voting or standing in Union elections. Opted-out Students shall not be entitled to participate as student officers or committee members in the decision-making processes of Union clubs or societies. Opted-out Students shall not be entitled to hold student representative positions.

## *Legal Responsibilities*

- 3.8 The Union is responsible for complying with all laws relating to its operations and activities and the Statutes, Ordinances and Regulations of the University.
- 3.9 The University will provide the Union with reasonable legal support on compliance and regulatory matters, including Health and Safety, as appropriate.
- 3.10 The Union will immediately inform the University Secretary of any legal proceedings taken or proposed by or against the Union or its Trustees.
- 3.11 The Union may operate trading and franchise rental activities on the University campus consistent with its objects and constitution.
- 3.12 Where the Union enters external partnerships no tenancy rights, or rights to any assets of the Union or the University, are extended to the external partner without the written approval of the University.

## *Elections and Democracy*

- 3.13 The Union and University have responsibilities regarding the election of students to representative roles, including Student Officer positions. The Union shall
  - 3.13.1 Inform the University Secretary on any changes to the Election Byelaws or other election arrangements, including the details of the Returning Officer.
  - 3.13.2 Share the Returning Officer's report on the conclusion of the election with the University Secretary and the Council.

## *Data Sharing*

- 3.14 The Union will maintain a register of its members, supported by the University, to meet its duties in the Companies Act 2006, its obligations as a registered charity, the conduct of elections under the 1994 Education Act, and in the performance of its duties as the representative body for students as per Office for Students (OfS) requirements.

3.15 Each party are data controllers under UK General Data Protection Regulation (UK GDPR). The University will inform students during registration that data will be shared with the Union. The Union shall inform its members and employees that data will be shared with the University.

#### *Freedom of Speech*

3.16 Under the Higher Education (Freedom of Speech) Act 2023 the Union has responsibilities to promote Freedom of Speech. The Union is expected to hold its own Freedom of Speech Code of Practice.

#### *Complaints and Student Behaviour*

3.17 The Union shall have a complaints process, with an appropriate and effective remedy.

3.18 The Union will report to the University any allegations or breaches of the University's code of conduct or Professional, Statutory and Regulatory body requirement (PSRB) by students while they were engaged in Union activity.

3.19 Complaints by students regarding the Union, including feeling disadvantaged by not being a member of the SU, shall be managed through the University's standard student complaints policy and procedure. If required, Council can appoint an independent person to investigate and report on complaints, and the University Secretary will facilitate this.

#### *Finances*

3.20 The University invests in the Union through an annual block grant to support shared objectives. This block grant payment will be determined annually by the Council, following representations to the University from the Chief Executive and Student Officers through the University's annual budgeting round procedures. Payment of the grant will be made in instalments, the frequency determined by the University's Director of Finance in consultation with the Union.

3.21 The Union will develop an annual budget in accordance with its own financial regulations, and will present a summary to Council for approval each year.

3.22 The University reserves the right to offset any debts owed to it by the Union against the grant.

3.23 In the event of a breach in this memorandum, the University reserves the right to withhold any part of the grant for a period the University shall decide.

3.24 At each year's end, the Union shall produce accounts which are audited by a suitably qualified external firm of auditors. These auditors will include details of donations to external organisations and affiliations. These year-end accounts shall be submitted to University Council.

3.25 The Union shall not without written consent of the University:

- Create any fixed or floating charge over the whole or any part of the assets and property of the University
- Make a loan or advance or give any credit to any person except for staff in the normal course of business or for the purpose of making deposits with bankers
- Give any guarantee or indemnity to secure liabilities or obligations of any person except when covered by an adequate insurance policy
- Sell, lease, transfer assign, or otherwise dispose of any of the Union's assets or property valued at more than £50,000
- Take or agree any leasehold interest or license over any land
- do or permit, or suffer to be done, any act or thing whereby the Union may be wound up (either voluntarily or compulsory) save as otherwise provided for in this memorandum

- acquire, purchase or subscribe for any shares, debentures, mortgages or securities in any company, trust, or other body, except NUS, NUS Services Limited, any NUS enterprise, or any wholly owned subsidiary of the Union.

#### *Information and Reporting*

3.26 The Union and University shall be transparent in their dealings with each other, particularly where a concern arises and/or where a legal duty applies.

3.27 The Union's financial management accounts will be shared with the University's Director of Finance for information.

3.28 The Union shall inform the University Secretary where the Union has made a report of a 'serious incident' to the Charity Commission. In these circumstances, the University Secretary (or delegate) shall have the right to liaise directly with Union staff and trustees to uncover any relevant information.

3.29 The Union shall inform the University Secretary if – or if it is believed - any funds of the Union have been misappropriated or subject to fraud, if the financial sustainability of the Union is at risk, or if possibilities exists the Union or any of its subsidiaries have insufficient funds to meet recurring liabilities. In these circumstances the University Secretary (or delegate) shall have the right to liaise directly with Union staff and trustees to uncover any relevant information.

In exceptional circumstances, the University may use its internal auditors to review the Union's accounts to determine whether the Block Grant has been used appropriately and/or to ensure adequate financial records and controls are in place.

#### **4 Monitoring and Evaluation**

4.1 Each year the Partnership Review Board will reflect on each Party's achievements, priorities and challenges for the year ahead.

4.2 The Union shall regularly inform the Partnership Review Board of its progress against key performance and financial indicators and shared objectives, which shall be co-created from time to time. Reporting shall include any subsidiary which is or may be established by the Union.

4.3 The Student Officers and University shall co-produce a set of annual partnership objectives which the Partnership Review Board shall oversee progress and be accountable for ensuring delivery within each organisation.

#### **5 Disputes and Complaints Procedure**

5.1 Where issues arise, both parties commit to resolving concerns early, constructively, and with a spirit of mutual understanding.

5.2 In the event of a dispute arising between the University and the Union regarding any matter, both parties will endeavour to seek a solution through negotiation between senior officials.

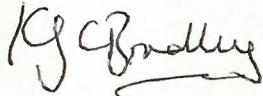
5.3 If the matter cannot be resolved amicably through negotiation within a reasonable period, both parties will by mutual consent appoint an arbitrator or mediator to resolve the issue.

## 6 Revision and Termination of this Memorandum

- 6.1 Either party may from time to time and after consultation and agreement with the other party, revise, revoke or add to this memorandum or any of its conditions.
- 6.2 The provisions of this memorandum may be formally reviewed by the Partnership Review Board from time to time but no less than once than every five years. Recommendations for changes should be made to the Union's Trustees and University Council, and will only be enacted on mutual approval.
- 6.3 This memorandum may be terminated should one or more of the following occur:
  - 6.3.1 The University gives six months' notice to terminate; or
  - 6.3.2 Either party commits a material breach of its obligations under this memorandum and, in the case of a breach capable of remedy fails to remedy the same within 21 days of being specifically required in writing to do so by either party.

*Signed*

12 December 2025



**Lord Keith Bradley**

Chair of Council

University of Salford



**Akinwale Bello**

President and Chair of the Board of Trustees

University of Salford Students' Union

