

**Appendix Two**

**IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY AND MEDICINE**

**THE IMPERIAL COLLEGE UNION**

**CODE OF PRACTICE UNDER THE EDUCATION ACT 1994**

**Approved 2013**

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## **INTRODUCTION**

1. The Imperial College Union (“ICU”) is established under the College’s Charter which states that “there shall be a Students' Union of the College (hereinafter referred to as "the Imperial College Union") for the benefit of the students of the College and in their interests as students”.<sup>(1)</sup> The College Statutes further state that the Union “shall for all purposes be treated solely as an integral part of the College”.<sup>(2)</sup>
2. ICU’s Charitable Objects, as outlined in the Constitution are the advancement of education of Students at Imperial College London for the public benefit by:
  - a. promoting the interests and welfare of Students at Imperial College London during their course of study and representing, supporting and advising Students;
  - b. being the recognised representative channel between Students and Imperial College London and any other external bodies; and
  - c. providing social, cultural, sporting and recreational activities and forums for discussions and debate for the personal development of its Students.
3. Section 22 of the Education Act 1994 requires the governing body of every university to:
  - a. take such steps as are reasonably practicable to ensure that its students' union operates in a fair and democratic manner and is accountable for its finances.
  - b. Take such steps as are reasonably practicable to ensure that certain specific requirements of the Act are observed by its students’ union.
  - c. Issue, and when necessary revise, a code of practice which sets out how these requirements are to be met.
4. This document constitutes the Code of Practice required by the Act. Its aim is to establish a clear statement of the working relationship between the College and the ICU and to set out the manner in which the requirements of the Education Act 1994 are to be carried out in relation to the ICU.
5. This Code of Practice will be published by the College and made available for all students along with:
  - a. Any restrictions imposed on the activities of the ICU by Charity Law.
  - b. The College’s Code of Practice on Freedom of Speech, drawn up under Section 43 of the Education (No. 2) Act 1986 and approved by the then Board of Governors in 1987,

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1. Imperial College Charter, Article 17

2. Imperial College Statutes, Statute 10

and subsequent amendments to ensure that freedom of speech within the law is secured for the ICU's members, College staff and visiting speakers

6. This Code of Practice sets out the current situation. Any changes to this document required to reflect the changing needs of the College shall be made as a result of full consultation with the ICU and as finally determined by the College Council.

## **CODE OF PRACTICE**

### **THE PURPOSES OF THE ICU AND ITS CONSTITUTION**

7. The purposes of the ICU, as set out in its Constitution are:

The Union's objects are the advancement of education of Students at Imperial College London for the public benefit by:

- a. promoting the interests and welfare of Students at Imperial College London during their course of study and representing, supporting and advising Students;
- b. being the recognised representative channel between Students and Imperial College London and any other external bodies; and
- c. providing social, cultural, sporting and recreational activities and forums for discussions and debate for the personal development of its Students.

8. The ICU will continue to contribute to the College Mission and strive for the degree of excellence in its activities which is an explicit part of that Mission. It will operate within the rules and bye-laws laid down in its Constitution and in accordance with the policies passed by the Union Council and its Trustee Board. It will comply with the current law relating to its operation and activities and with relevant College Policies, Regulations, procedures and Codes of Practice. For its part the College will provide such professional advice as it deems necessary to facilitate this compliance in the best interests of the College.

9. The College will, through the ICU, continue to involve its students in discussions on all policy and administrative matters concerning students' social, cultural, welfare, sporting, academic and other appropriate interests.

10. The ICU's Constitution is subject to the approval of the College Council and must be reviewed by that Council at intervals of not more than five years. If the ICU submits proposals for substantial amendments to its Constitution to the College Council in any year, the next formal review will be held five years from the year in which those amendments were approved by the College Council.

## **MEMBERSHIP OF THE ICU**

11. All registered students at Imperial College are automatically Members of the ICU. However, any Imperial College student has the right not to be a member of the ICU and to signify that he or she does not wish to be represented by it. Any student who has exercised the right not to be a member of the ICU shall not be unfairly disadvantaged with regard to the provisions of services or otherwise by reason of having exercised that right.

12. The arrangements necessary for opting out of membership of the ICU are to be set out in its Constitution..

13. The College will include in its undergraduate and postgraduate prospectuses and in the information it provides for applicants, information regarding the right of students not to be members of the ICU as well as the details of any services provided for students who are not members of the ICU.

## **ACCESS BY ASSOCIATE MEMBERS TO THE COLLEGE AND ITS FACILITIES**

14. Former students and staff of the College, or students of another Institution who are Associate Members of ICU are normally allowed rights of access to the ICU and certain parts of College. However, these may be withdrawn by the College in consultation with the ICU, temporarily or permanently, according to the prevailing circumstances and only with reasonable grounds. The ICU reserves the right to levy additional charges to Associate Members (in comparison to Members) if felt to be appropriate.

## **ACCESS BY NON-MEMBERS TO THE ICU AND ITS FACILITIES**

15. All registered students of the College will be entitled to be a Member of the ICU unless they choose not to be a Member. Any registered student has the right not to be a Member of the ICU and/or not to be represented by the ICU. The ICU and the College will publicise the right of students not to be a Member of the ICU.

16. The sole consequences of a registered student of the College not being a Member of the ICU are:

a. Non-Members are not permitted to vote in any ICU elections, ballots or referenda.

b. Non-Members are not allowed to stand for office in any election in the ICU.

c. Non-Members may not hold office in ICU or any of its constituent parts, but registered students of the College may join any ICU Club, Society or Project and participate in their activities. The ICU reserves the right to levy additional charges to non-Members if felt to be appropriate.

d. Non-Members will not be permitted to use the licensed bar facilities of the ICU unless they are signed in by a Member, or unless they take up Associate Membership. Associate Membership will enable the holder to gain entry into ICU licensed premises but would not allow the holder to sign in guests. A fee for Associate Membership may be charged.

e. All other facilities and services of the ICU shall be available to registered students of the College.

### **ELECTION OF ICU OFFICERS**

17. Appointment to major ICU offices will be made by election in a secret ballot in which all members of the ICU are entitled to vote. The provisions for these elections shall be set out in the ICU Constitution and Major Election Bye-Laws.

18. No person may hold a sabbatical post, or any paid elected union office, for more than two years in total.

19. The ICU shall confirm to the College Council that its elections have been fairly and properly conducted by way of a report on the conduct of its elections, which shall be included in its Annual Report to the College Council.

### **FUNDING AND FINANCIAL ACCOUNTABILITY**

20. The ICU shall conduct its financial activities in accordance with its Financial Procedures, which are designed to ensure the proper conduct of the Union's financial affairs. Amendments to the Union's Financial Procedures are subject to the approval of the Union's Trustee Board, following consultation with the College's Director of Finance.

21. The College will provide an annual grant to the Union that is sufficient for it to continue and develop its activities. This will take account of ICU's responsibilities and related costs, and its trading activities and earnings capability. Whilst it is expected that these trading activities shall be operated efficiently and profitably, as the ICU is a charity, profit motives must not be pursued to the detriment of the interests of the student customers. The Union's budget will be scrutinised by the College on an annual basis, by the College Council.

22. The ICU's Trustee Board will monitor the ICU's expenditure against its annual budget and will report any fraudulent or irregular procedures in the management of public funds and those resulting from the Union's trading activities to the College's internal auditors. The ICU shall report regularly upon its financial performance to the Rector.

23. The Union President will include a report on the ICU's financial performance against budget in his or her annual report to the College Council. The Union's Management Accounts will be shared with the College, through the Director of Finance on a quarterly basis.

24. The ICU will submit its annual accounts and a report on its handling of public and other funds annually to its Trustee Board, to the College Audit Committee and to the College Council. The ICU's annual financial report is to include a list of the external organisations to which the ICU has made donations in the period covered by the report and the details of any such donations. The ICU's annual accounts will be consolidated into the College's annual Financial Statements before these are published.

25. The ICU shall have a procedure for allocating resources to its clubs, societies and projects, which must be fair. The procedure shall be set down in writing, provided to all the ICU's clubs, societies and projects and published by the ICU so that it is freely accessible to all students.

26. Funds allocated by the ICU to the Constituent Unions from its annual subvention shall be subject to the same financial regulations as those which apply to the ICU itself.

27. The College's Internal Audit Service shall have the same rights of access to the ICU as it has to other parts of the College for the purposes of fulfilling its remit.

### **EXTERNAL AFFILIATIONS**

28. The ICU, the Constituent Unions and the ICU's clubs, societies and projects may affiliate to external organisations provided that such affiliations accord with the ICU's purposes. If the ICU, a Constituent Union, club, society or project decides to affiliate to an external organisation, the ICU shall inform the College Secretary of the decision so that he or she can advise the College Council accordingly. A notice of the decision will also be published by the ICU in such a way that it is freely accessible to all students. This notice shall state:

- a. The name of the external organisation.
- b. The details of any donation, subscription or similar fee which has been, or is proposed to be, paid to the organisation.

29. The ICU shall include in its Annual Report to the College Council a list of the external organisations to which it is currently affiliated and shall state the details of any donations, subscriptions or similar fees paid to such organisations since its previous Annual Report.

30. Each year the list of the ICU's affiliations to external organisations shall be submitted to the ICU Council for review and approval.

31. The ICU's continued affiliation to any particular organisation may be challenged by its members. Such issues shall be decided by a secret ballot in which all the members of the ICU are eligible to vote, provided that the requisition to hold such a ballot is made by at least 10% of the ICU's current membership.

## **RAISING FUNDS FOR CHARITIES**

32. All ICU clubs and societies and individual members of the ICU collecting in the name of the ICU, its Constituent Unions or its clubs and societies, shall strictly observe the requirements of the Charities Act 2006 and any other relevant legislation when raising funds for charity. In particular:

- a. The ICU shall not expend funds for activities outside its constitutional purposes.
- b. The ICU shall not make donations to any external organisation except where a specific collection has been taken for that purpose, all those making a donation are aware of the destination of their donation, and all reasonable costs associated with collecting the donations are deducted from the donation.
- c. Collections may only be carried out in those local authorities from which a licence to collect has been obtained and collectors must carry copies of these licences when collecting. Collecting tins must bear the information required about the charity or charities for which the collection is being made.
- d. The results of any such charitable collections shall be published in the ICU's Annual Report.

## **COMPLAINTS PROCEDURE**

33. The ICU's Constitution shall provide for a complaints procedure, which shall be available to all students, or groups of students, who:

- a. Are dissatisfied in their dealings with the ICU, or
- b. Claim that they have been unfairly disadvantaged by reason of having exercised their right not to be a member of the ICU.

34. Students or groups of students who wish to make a complaint on these grounds must follow the complaints procedure set out in the ICU's Complaints & Disciplinary Bye-Laws. All such complaints must be handled promptly and fairly and, where a complaint is upheld, an effective remedy should be provided.

35. If, having completed the ICU's complaints procedure, the complainant(s) are dissatisfied with the outcome of their complaint or the way in which it was handled, they have a right of appeal to the Pro-Rector (Education). On receiving such an appeal, the Pro-Rector (Education) will convene a panel to consider the appeal. The Panel will be chaired by the Pro-Rector (Education) or his or her nominee and will include the College Secretary and the Academic Registrar or their nominees. The Panel will request a report from the ICU President on the handling and outcome of the original complaint and may undertake an investigation if necessary. The Panel will notify the complainant in writing of its decision and remedy, if any.

36. If the complainant(s) are dissatisfied by the Panel's response to their appeal, they have the right to request that their complaint be referred to an independent person appointed by the College Council not being a person employed by or studying at the College who shall investigate the complaint and report his or her conclusions to the College Council.

### **FREEDOM OF SPEECH**

37. The ICU will comply with the College Code of Practice, drawn up under Section 43(3) of the Education (No. 2) Act 1986 and approved by the then College Board of Governors in 1987, and any subsequent amendments to ensure that freedom of speech within the law is secured for its members, College staff and visiting speakers. Section 43 requires, among other things, that

a. "Every individual and body of persons concerned in the government of [Imperial College] shall take such steps as are reasonably practicable to ensure that freedom of speech within the law is secured for members, students and employees of [Imperial College] and for visiting speakers; (section 43(1))

b. Use of any premises of the [Imperial College and ICU] is not denied to any individual or body of persons on any ground connected with — (a) the beliefs or views of that individual or of any member of that body; or (b) the policy or objectives of that body (sections 43(2) and (8)).

### **ANNUAL REPORT**

38. The ICU shall publish an Annual Report for submission to the ICU Trustee Board, to the College Council, and the Charity Commission, at the meeting at which it presents its Annual Accounts. The Report is to contain:

a. A statement that the ICU operates in a fair and democratic manner and that it has properly accounted for its finances.

b. A report on the conduct and outcome of elections of ICU Officers, which must confirm that they have been fairly and properly conducted.

c. A list of the external organisations to which it is currently affiliated and the details of any donations, subscriptions or similar fees paid to such organisations since its previous Annual Report.

d. A note of any charitable collections made by the ICU.

### **PARTNERSHIP AGREEMENT**

34. There shall exist a Partnership Agreement between the College and the ICU detailing operational, commercial and strategic arrangements that exist between the two institutions.

35. The Partnership Agreement shall be agreed jointly by the ICU Trustee Board and the College Council and shall be reviewed no less than every five years.

Approved by the College Council: 3 May 2013

**PARTNERSHIP AGREEMENT BETWEEN IMPERIAL COLLEGE LONDON  
AND IMPERIAL COLLEGE UNION.**

**1.0 Introduction**

- 1.0 Imperial College Union (The Union) is the Students' Union of Imperial College London (The College) as defined in the Education Act 1994.
- 1.1 Imperial College recognises the Union as the sole representative body for the students of the College.
- 1.2 The Union's charitable objects, as set out in its constitution are for the advancement of education of students at Imperial College London by
  - 1.2.1 Promoting the interests and welfare of Students during their course of study and representing, supporting and advising students,
  - 1.2.2 Being the recognised representative channel between Students and Imperial College London and any other external bodies; and
  - 1.2.3 Providing social, cultural and recreational activities and forums for discussion and debate for the personal development of its students.
- 1.3 The College recognises the Union's key role in the student experience through;
  - 1.3.1 the enhancement of education through effective representation
  - 1.3.2 the provision of services and activities that improve student welfare and retention levels
  - 1.3.3 the provision of services and activities that improve sporting, cultural and recreational interaction
  - 1.3.4 the development and accreditation of skills through involvement in activities that enhance students' skills development and employability
  - 1.3.5 the provision of services and activities that improve social interaction
  - 1.3.6 the provision of student part-time employment
  - 1.3.7 the provision of Teaching and Research Supervision awards

- 1.4 The Union recognises that it is an integral part of the College and will act in the best interest of the College and students at all times. The College recognises that the Union will conduct its own affairs and will act independently from the College.
- 1.5 This agreement is a binding framework, which will govern the relationship between the Union and the College. It is based on shared values and mutual respect and trust.
  - 1.5.1 This agreement must be renewed at least every five years jointly by the Union Trustee Board and College Council, though the Annexes attached may be renewed through mutual unanimous agreement of the Union President, Union Managing Director, Pro Rector (Education) and Deputy Rector.

## **2.0 Principles**

- 2.0 The Union and the College commit to the principles outlined in the Relationship Agreement developed by UUK, NUS and CUC, (amongst others). These principles are as follows:
  - 2.1 **Strategic Partnership;**
    - 2.1.1 A spirit of partnership between the College and the Union informing the strategic direction of both parties and informing service agreements.
    - 2.1.2 Informed engagement of Union representatives in key institutional decision-making bodies.
  - 2.2 **Student Centered;**
    - 2.2.1 A shared commitment to developing and improving students' experience of academia and extra-curricular aspects of their lives.
  - 2.3 **Respect & Understanding;**
    - 2.3.1 Clarity about, and mutual understanding of, the distinct roles of the College and the Union and the value that each party brings to the relationship.
  - 2.4 **Openness & Trust;**
    - 2.4.1 Full, open, regular communication on relevant issues, in particular issues likely to have an impact on the other party, the student population and/or other joint stakeholders.
  - 2.5 **Mutual Support & Commitment;**

2.5.1 Constructive interactions

2.5.2 Demonstrable commitment to making the relationship work through investment of time and resources.

**2.6 Independence;**

2.6.1 Recognition of the value of a strong, student-led Students' Union empowered to determine and manage its own affairs.

2.6.2 Recognition of the need for the College to balance the interests of a range of stakeholders within an increasingly challenging external context.

**2.7 Accountability;**

2.7.1 Accountability of the Union to the College as supervisor (under the 1994 Education Act) and principal funder, within a mutually agreed framework which is robust, effective, efficient and compatible with the reporting requirements of other regulators (where relevant), such as The Charity Commission and/or Companies House.

2.7.2 Acknowledgement by the College that the Union is a major stakeholder and sole body representing the student voice.

**2.8 Diversity & Equality;**

2.8.1 A shared commitment to equality and diversity and the fair treatment of all staff and students

2.9 This agreement seeks to ensure that the above principles are upheld.

**3.0 Strategy**

3.0 The Union will consult with the College in the development of its strategic plans.

3.1 The College will ensure that students are consulted in the development of its strategic plans through engagement with the Union

3.2 The Union's strategic aims, vision, mission and values will complement, and seek to further, the mission, vision and strategic aims of the College.

3.3 The Union's Strategic Plan is contained in an Annex to this document.

**4.0 Representation**

- 4.0 The Union and College recognise their mutual role as 'critical friends', and respect the right of the other to disagree on areas of policy.
- 4.1 The College recognises the Union's right to campaign on issues and to publicly criticise the College where it deems it to be necessary.
- 4.2 The Union recognises its responsibility to act in the best interests of the College and students at all times, to resolve disagreements amicably where possible and to ensure that the reputation of the College is upheld at all times.
- 4.3 Where the Union believes the College is not acting in the best interests of students the College recognises that the Union will act independently from the College, though will work to resolve disagreements internally where possible and will continue to ensure that the reputation of the College is upheld.
- 4.4 The College shall ensure that students are represented at all levels of decision making at the College, and provide for a Union representative to be present at all decision making bodies where appropriate.
- 4.5 The Union shall ensure that student representatives are trained; well informed and provided with support to ensure that student involvement continuously adds value to the College's decision-making processes.

## **5.0 Resources (Financial)**

- 5.0 The College shall provide the Union with an Annual Block grant, which will be sufficient to continue and develop its activities.
  - 5.0.1 An Annual Block grant may be part of a rolling multi-year agreement between the College and the Union so that the Union's Trustee Board and Management may further develop the Union's strategic and operational plans long-term.
- 5.1 The Union agrees to provide the following services (this is a non-exhaustive list) using the Annual Block grant:
  - 5.1.1 Sporting and Recreational Facilities (in particular through the provision of clubs and societies)
  - 5.1.2 Opportunities for students to volunteer in the College, Union or local community
  - 5.1.3 Training, development and support for student representatives.
  - 5.1.4 Social and cultural activities

- 5.1.5 The provision of professional and confidential advice to students
- 5.1.6 The provision of schemes for the accreditation of the skills developed by students through involvement in activities
- 5.1.7 The provision of Teaching and Research Supervision awards.
- 5.2 The College and the Union will regularly benchmark the level of funding it receives to ensure it compares fairly with comparable institutions.
- 5.3 The College may, from time to time, provide additional funding to the Union for specific projects.
- 5.4 The Union shall ensure that its financial resources are well managed, that it remains solvent, and that all legal and regulatory requirements are adhered to.
- 5.5 The Union shall not borrow any external funds without the prior written authorization of the Trustee Board and Director of Finance of Imperial College London.
- 5.6 The Union and the College, through relevant staff members, will ensure that a regular dialogue regarding the Union's finances is maintained.
- 5.7 The Union will also
  - 5.7.1 Share its management accounts on a quarterly basis with the College's finance division
  - 5.7.2 Submit its Annual Report and Accounts to the College's Audit Committee
  - 5.7.3 Submit its Annual Budget to the College Council
  - 5.7.4 Take part in the College's Internal Audit Scheme and report the outcomes of these audits to the College's Audit Committee.
- 5.8 Specific details regarding the Union's Block grant is detailed in an Annex to this document.

## **6.0 Resources (Space)**

- 6.0 The College will provide the Union with adequate space to manage in order to conduct its activities. This will include, but is not limited to:
  - 6.0.1 Office Space for staff and student officers
  - 6.0.2 Meeting spaces
  - 6.0.3 Recreational and Sporting space

6.0.4 Commercial space

6.0.5 Space for student activities and performance (including storage)

- 6.1 The Union will act as good stewards of the spaces that it manages and be responsible for the maintenance and upkeep of the premises allocated solely for the Union's use.
- 6.2 The College will consider requests from the Union for capital funding for the development of Union-managed funding on a case-by case basis.
- 6.3 The College will also enable the Union to book spaces for Union Activities, including activities undertaken by clubs and societies, at no cost where possible.
- 6.4 The College will ensure that the need for Union-managed spaces, and student activities and recreation spaces, is considered in the development or refurbishment of College buildings, spaces or campuses.
- 6.5 Specific details regarding the allocation and management of space for Union activities is detailed in an Annex to this document.

## **7.0 Human resources**

- 7.0 All Union staff members shall be on College contracts and shall benefit from the same terms and conditions as all College staff.
- 7.1 The College shall provide Human Resource support to the Union through the Human Resources department.
- 7.2 The Managing Director will be responsible for ensuring that HR policies and procedures are followed for College employees working in the Union and that adequate administration support is provided by the Union to ensure that HR processes are well managed.

## **8.0 Legal Compliance**

- 8.0 The Union recognises the College's obligation to regulate the Union's activities under the specific terms of the Education Act (1994). The Code of Practice document outlines the measure that the College and the Union put in place to ensure compliance with these requirements.
- 8.1 The Union will also comply with the regulatory requirements of the Charity Commission.

- 8.2 The Union has a non-exclusive right to reproduce the words ‘Imperial College’, “Imperial College of Science, Technology and Medicine” and “Imperial College London’, the College Crest and the Imperial College logo for social and commercial purposes, provided that the style of use complies with conditions laid down by the College from time to time to protect its property and interest.

## **9.0 Student Media**

- 9.0 The Union operates a number of media outlets, including a radio station, TV station and newspaper. The College recognises that, although these operations are legally part of the Union, each outlet is given editorial independence and that the views expressed in the student media outlets do not necessarily reflect the views of the Union.
- 9.1 The Union shall ensure that an effective complaints and dispute resolution process is maintained to ensure that issues related to student media can be raised by college staff and students and resolved adequately.

## **10.0 Commercial Activity**

- 10.0 The College recognises that the Union operates Commercial Services in order to:
- 10.0.1 Provide social activities and services for its members
  - 10.0.2 Maintain a safe environment for students to socialise in
  - 10.0.3 To generate surpluses to further fund its charitable activities
  - 10.0.4 To provide students with part-time employment where possible.
- 10.1 This commercial activity currently covers, but is not limited to,
- 10.1.1 Licensed Trade outlets in South Kensington and Charing Cross
  - 10.1.2 Retail outlets in South Kensington.
  - 10.1.3 Online retailing of products.
- 10.2 The College recognises the right of the Union to hire out space or resources to external bodies to raise revenues, whilst ensuring that this use of resources does not adversely affect students’ abilities to access these resources.
- 10.3 The College will ensure that the Union is given the ability to consider and request that the Union run any new or refurbished Commercial operations on College campuses, and will manage a fair and transparent bidding process if more than one operator wishes to be considered for the running of this outlet.

