

Memorandum of Understanding Between:

**Harper Adams University (the University)
and
Harper Adams Students' Union (HASU)**

**Effective From:
December 2024 – December 2029**

Preamble

Harper Adams University (“the University”) and Harper Adams Students’ Union (“HASU”) recognise the importance of a clear understanding of their relationship and respective responsibilities. This Memorandum of Understanding (“MOU”) aims to outline the nature of this relationship and articulates the basis for the principles under which the parties operate.

As a fundamental principle of this MOU, all activities undertaken by HASU are to be conducted in alignment with the overarching values and aims of the University. HASU endeavours to ensure that its actions complement and support the University’s mission, enhancing the University’s core aims and strategic direction. Both the University and HASU are committed to upholding statutory obligations, including those regulated by the Office for Students. Both parties recognise the importance of committing to promoting Freedom of Speech and ensuring that all members of the University community can express themselves within the bounds of respectful discourse and academic freedom. This MOU contains a Code of Practice (at Appendix B) as defined in and required by Section 22 of the Education Act 1994 (“the Act”).

This MOU has drawn on guidance provided by the Committee of University Chairs (“CUC”) Higher Education Code of Governance, 2020.

Status and Governance

HASU is the recognised Students’ Union of the University for the purposes of the Education Act 1994. It operates as a Charitable Incorporated Organisation (“CIO”) with internal rules, regulations, and a constitution approved by its Board of Trustees. In accordance with the Education Act 1994, the Governing Body of the University is required to approve the HASU Constitution and to discharge its accountability in relation to Students’ Unions under the Act.

Independence

The University acknowledges the independence of HASU, governed by its Constitution, and recognises HASU's right to manage its own affairs and funds within the framework approved jointly by the Board of Governors at intervals of not more than five years.

Strategic Partnership

The University and HASU commit to working in partnership to inform the development and implementation of mutually supportive strategic plans aimed at enhancing the education and experience of all students.

Regular meetings between the Elected Officers, Union Staff, and University Staff at all levels will facilitate collaboration and alignment of strategic objectives with HASU supporting the aims and ambitions of the University strategy.

Student Centred

Both parties share a commitment to developing and improving the student experience, fostering a culture that promotes equality, diversity and inclusion.

Openness and Trust

Effective communication and collaboration between the University and HASU ensure mutual support in promoting student welfare and wellbeing.

Mutual Support and Commitment

The University and HASU are committed to a strong, constructive partnership, characterised by mutual respect, open communication, and regular dialogue on issues impacting students and joint stakeholders.

Equality, Diversity, and Inclusion

Both parties share a commitment to promoting equality, diversity, and inclusion with the University implementing policies and initiatives to create an inclusive environment, under the provisions of the University's and HASU's joint Respect Policy.

Freedom of Speech

The University and HASU uphold the principle of freedom of speech within the law, working collaboratively to promote academic freedom and freedom of speech and enacting the provision of the law, following established procedures for organising events.

Data Protection and Sharing

Both parties agree to comply with relevant policies and regulations in relation to lawful and secure data sharing, in line with the provisions of the data sharing agreement between the University and HASU.

Student Voice

Student voice is represented at various levels of the University's governance structures and committees. HASU's elected Officers play crucial roles in representing student interests and enhancing the student voice within the University. HASU and the University will collaborate to ensure effective representation and feedback mechanisms.

Both parties recognise that regular dialogue and surveys facilitate continuous improvement of the student experience. HASU commits to sharing the responses to HASU led surveys with the University. HASU and the University will work collaboratively to respond to student concerns and suggestions for improvement.

Student Behaviour

HASU will discuss, investigate as appropriate, and address allegations of inappropriate student behaviour arising from matters relating to their clubs and societies, ensuring fair and consistent

processes. HASU shall maintain an independent code of conduct for student members while collaborating with the University on matters of general student behaviour, including provision for non-members of HASU.

Complaints Procedure

In line with the HASU Complaints Procedure, students dissatisfied with their dealings with HASU, have recourse to a final stage of appeal to the University, in accordance with legal provisions.

Finances and Accounts

The University may provide subvention funds to HASU, subject to review by relevant committees and compliance with legal obligations, ensuring transparency and accountability in financial matters.

HASU shall present audited accounts annually to the Board of Governors which shall include a breakdown of how it has allocated resources to student groups, clubs, and societies in accordance with fair, transparent procedures, which are accessible to all students, ensuring equitable distribution of funds. Further details are set out in **Appendix A**.

Affiliation to External Organisations

HASU has the right to affiliate with external organisations, if such affiliations align with HASU's mission, values, and strategic objectives, do not conflict with the interests of the University and complement the overall aims of the University. HASU recognises that by nature of their association with the University and University name, they have an obligation to conduct their affairs in such a way as to protect the name of the University and not conflict with the objects and business of the same. HASU agrees to annually report to the University on all current affiliations with external organisations, including but not limited to professional groups and other relevant bodies. The annual report shall include details on the nature of the affiliation, any financial commitments or obligations incurred, and any benefits derived from such affiliations.

Additionally, HASU will provide updates on material changes to existing affiliations throughout the year. HASU acknowledges its responsibility to represent the interests of the student body in all external affiliations and to conduct itself in a manner consistent with the principles of transparency, accountability, and good governance.

Associated Companies

HASU should not establish associated companies without first consulting with the University's Board of Governors and obtaining express written consent. This consultation ensures mutual agreement on the management of the University's trademark and other brand-related considerations. Additionally, it allows discussion and agreement on the use of University property and infrastructure by associated companies, including utilities. Whilst any such company is a separate legal entity, they are expected to adhere to the principles outlined in this MOU.

Use of University Logo and Branding

HASU should maintain regular communication with appropriate University officers regarding branding, press, PR, and related matters. Authorisation from the Chief Global Impact Officer (or suitably qualified nominee) is required for HASU's use of the University Coat of Arms, logo, or any other branding elements in clothing or merchandise. Any activity or event bearing the University's branding, logo, or name must be conducted in accordance with the University's values, objectives and aims.

University Union Building and Premises

The University wishes to support HASU and agrees to make available, where possible, non-exclusive use of the HASU bar building (including "The Welly", "The Barn", and the bar extension), access to storage areas and a range of sporting facilities and equipment, and suitable office space. Full details of this arrangement are covered in the associated "Licence to Occupy" to be found at **Appendix C** of this MOU.

Compliance

The University's Executive Leadership Team and the Clerk to the Board of Governors will jointly discuss any issues with the Executive members of HASU (and/or HASU Trustees) regarding the interpretation or implementation of this MOU.

If an agreement cannot be reached, both parties will jointly appoint an independent arbitrator with knowledge of University and Students' Union matters. If agreement on an arbitrator cannot be reached within 14 days, either party may refer to the President of the Law Society of England and Wales for a suitable appointment. The decision of the arbitrator will be final and binding on both the University and HASU.

In exceptional and serious circumstances, if HASU fails to address a serious breach despite formal notice and opportunity to do so, the Board of Governors may withhold subvention funds or services provided by the University. Both parties may seek reasonable compensation for any losses incurred, including reputational damage.

Status and Publication

This MOU is subject to review at intervals of no less than five years by both the University and HASU, with the agreement published on the governance sections of their respective websites for transparency and accessibility.

Appendix A: Financing the Students' Union

1. University Support

The University may allocate funds to support the charitable objects of HASU and provide agreed services. The allocation of funds may take the form of a subvention payment, subject to annual review and acceptance of a formal budget proposal.

The University may also provide use of premises, including the SU Bar, office space, gym space, and sports facilities.

As a result of the University allocating subvention funds (and, therefore, allocating charitable funds), the Board of Governors may request an independent investigation of HASU's finances if it reasonably believes mismanagement, fraud, or failure to keep proper accounts threatens HASU's financial viability. HASU Trustees will be informed, and discussions will determine the scope of the investigation, with HASU required to fully cooperate and cover reasonable investigation costs.

2. Budget Management

HASU will prepare its budget in accordance with its approved constitution, rules, byelaws, and financial regulations.

The proposed budget will be presented to the HASU Trustee Board for approval.

HASU will monitor budget performance and provide regular reports to the Trustees and the University with copies of Management Accounts provided to the University's Chief Financial Officer on request.

3. Financial Responsibilities

HASU will maintain accounts and records according to UK accounting standards. It will ensure sound financial management and solvency.

HASU will maintain adequate cover for assets and liabilities.

Appendix B: Code of Practice

This is the Code of Practice defined in and required by Section 22 of the Education Act 1994 and in accordance with this Act, the University must ensure that the requirements applicable to HASU are applied. This Code of Practice is published on the websites of both the University and HASU.

1. Constitution

- a. HASU maintains a written constitution, subject to review and re-approval by the Board of Governors at intervals of no more than five years.
- b. Amendments to the Constitution require approval by the Board of Governors or relevant sub-committee, following consultation with members of the University's Executive Leadership Team and/or the Finance, People & Resources Committee.
- c. HASU's Constitution specifies membership terms, election procedures, officer responsibilities, and financial management in accordance with statutory requirements and the MOU.

2. Information Provision

- a. HASU informs members annually about resource allocation procedures for clubs and societies and the process for obtaining recognition.
- b. Financial reports are made accessible to all members.
- c. Minutes of General and Executive committee meetings are freely available to members.
- d. Procedures for submitting complaints against HASU are communicated to all members.
- e. Information is accessible at HASU offices and/or notice boards.
- f. All policies, procedures, and Constitution details are published on the HASU website, with updates communicated effectively to members.

3. Opt-Out Notification

- a. The University annually informs students of their right to opt out of HASU membership without unfair disadvantage.
- b. Services available to non-members are communicated, along with this Code of Practice.
- c. Information on legal restrictions affecting HASU activities and the Constitution is made available to all students.

4. External Affiliations

- a. Decisions regarding external affiliations are documented in meeting Minutes.
- b. Affiliation details are included within the proposed budget presented to the Board of Governors.
- c. Affiliation reviews align with statutory requirements.

5. Complaints Procedure

- a. HASU members follow the approved complaints procedure, including a final review stage by an independent person appointed by the Board of Governors and Trustees of HASU.
- b. Non-member students with complaints about HASU address them to the University Secretary, who coordinates with HASU for resolution.

Appendix C: Licence to Occupy

This Licence to Occupy Agreement (Agreement) is entered into on 16 December 2024 between Harper Adams University (University), located at Edgmond, Shropshire, TF10 8NB, and Harper Adams Students' Union (HASU), located at Edgmond, Shropshire, TF10 8NB.

1. Purpose

The University grants HASU a licence to occupy certain University premises for the purposes of conducting its activities, events, and operations.

2. Premises

The premises subject to this Agreement are:

- The University Bar:
 - "The Welly"
 - "The Barn"
 - The Bar Extension
- Other areas of the University campus by specific agreement (ie outdoor space for HASU balls)
- Access to storage areas
- Access to a range of sporting facilities and equipment
- Access to suitable office space.

These shall be referred to collectively as "the Premises".

3. Term & Designated Hours

The Term of this Agreement shall commence on 4 July 2024 and shall coincide with the arrangements for the ongoing review of the Memorandum of Understanding between the University and HASU. Such reviews shall take place at intervals of no less than five years, unless terminated earlier in accordance with the provisions of this Agreement.

HASU will have use of the Premises during the Designated Hours which will be agreed between the parties. Specific agreement on the dates for large events will be reached in advance of advertising the same.

4. Licence Fee

The University agrees to charge HASU a licence fee for the use of the Premises of £1, the receipt and sufficiency of which is acknowledged by HASU and the University.

5. Use of Premises

HASU shall use the Premises solely for the purpose of conducting its activities, events, and operations. HASU shall not sub-licence, assign, or otherwise transfer its rights under this Agreement without the prior written consent of the University, via the Board of Governors.

6. Access & Security

- i. **Access:** The University shall ensure HASU has access to the Premises during the agreed-upon times. The University reserves the right to access the Premises at any time for inspection, maintenance, and emergency purposes, provided reasonable notice is given to HASU, except in cases of emergency.

- ii. **Security:** HASU shall procure and supply adequate security services for the events and activities they run. HASU shall ensure that the Premises are securely locked and that all security measures are followed when the Premises are not in use. HASU is responsible for any security breaches resulting from its failure to comply with these measures.

7. Utilities & Services

The University shall provide utilities such as electricity, water, heating, and internet access to the Premises. HASU shall use these services responsibly and shall be liable for any excessive use beyond normal operational needs.

8. Fixtures & Fittings

Fixtures will be the responsibility of the University, subject to normal wear and tear. Fittings and furniture will be the responsibility of the HASU.

9. Health & Safety

HASU shall comply with all health and safety regulations and ensure that all activities conducted on the Premises are done so in a safe manner. HASU shall conduct regular risk assessments and provide the University with copies of these assessments upon request.

10. Maintenance, Repairs & Alterations

- i. **Maintenance & Repairs:** HASU undertakes to take reasonable steps to keep University premises and equipment in a reasonable state of repair, and will safeguard all users of facilities and equipment, as well as attendees or performers at HASU-organised events. HASU agrees not to bring anything into the Premises which would overload or strain the structure or the electricity installations of the Premises.
- ii. **Alterations:** HASU shall not make any changes or alterations to the premises provided by the University without prior written consent from the Chief Operating Officer, the University Secretary, or another designated senior manager. Such consent shall be reasonably sought and granted in a timely manner.
- iii. **Funding of Alterations:** Discussions regarding the funding of new fixtures, fittings, or alterations shall be conducted collaboratively between the University and HASU, with both parties engaging in discussion about who will manage the associated costs.
- iv. **Inventory:** The University and HASU will conduct regular reviews to agree upon an inventory of facilities, stock, and equipment, specifying ownership.
- v. **Cleaning & Waste Disposal:** HASU shall keep the Premises clean and tidy at all times and shall be responsible for the proper disposal of waste. The University shall provide appropriate waste disposal facilities.

11. Signage & Branding

HASU may place signage and branding within the Premises, in line with the provisions of the Memorandum of Understanding between the parties and subject to the prior written approval of the University. Such approval shall not be unreasonably withheld.

12. Management of Bar Premises

- i. University and/or HASU employed staff may serve as approved licensees for the University premises, including the HASU Bar. The HASU-employed Venues Manager will oversee bar management and compliance with regulations.
- ii. There is a reciprocal relationship between the University and HASU whereby both parties will collaborate in enforcing sanctions in line with the University's Student Conduct Policy in relation to bar-bans.
- iii. Regular inspections and collaborative action plans between the Head of Student Services and HASU management ensure effective operation of the bar without compromising the Premises License.

13. Sports Facilities

- i. HASU is responsible for booking sports facilities during term time. Out of term time, HASU shall coordinate with the Short Courses and Conferencing Office who will be able to confirm what facilities may be available to the HASU during that period.
- ii. HASU must ensure premises are maintained and liaise with the relevant University staff, including the Grounds Manager and those responsible for the Academic Calendar to prioritise bookings and address maintenance issues promptly.

14. Events & Noise

HASU shall ensure that all events held on the Premises comply with noise regulations and do not cause undue disturbance to other occupants or neighbouring properties. HASU shall obtain any necessary permits for events that require them.

15. Compliance with Laws

HASU shall comply with all applicable laws, regulations, and University policies while using the premises.

16. Insurance

HASU shall maintain adequate insurance coverage for its activities, including public liability insurance and provide evidence to the University of such insurance upon request.

17. Indemnification

HASU agrees to indemnify and hold harmless the University from and against and all losses, claims, damages, liabilities, costs, and expenses arising out of or related to HASU's use of the Premises.

18. Limitation of Liability

- i. **University Liability:** the University shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, revenue, or business opportunities, arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise, even if the University has been advised of the possibility of such damages.

- ii. **Cap on Liability:** the total aggregate liability of either party to the other for any claims arising out of or in connection with this Agreement shall not exceed £5 million except for liability arising from:
 - a. Death or personal injury caused by the negligence of the other party or its employees, agents, or sub-contractors.
 - b. Fraud or fraudulent misrepresentation.
 - c. Any other liability that cannot be excluded or limited by law.
- iii. **Exclusions:** the limitations and exclusions of liability set out in this clause shall not apply to any indemnity obligations under this agreement.

19. Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, and natural disasters.

20. Dispute Resolution

Any disputes arising out of or in connection with this Agreement shall be resolved through good faith negotiations between the parties. If the parties are unable to resolve the dispute through negotiation, they may agree to seek mediation or arbitration.

21. Amendments

Any amendment to this Agreement must be made in writing and signed by the authorised representatives of both parties.

22. Severability

- i. If any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.
- ii. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision, and shall not affect the validity of this Agreement or the right of either party to enforce a provision at any time.

23. Termination

Either party may terminate this Agreement upon one calendar month's written notice to the other party for any reason or no reason at all.

In the event that the University considers that HASU have not complied with the terms of this licence, the University has the right to terminate the same with immediate effect.

24. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

