



UNIVERSITY OF
LIVERPOOL

Liverpool

Guild of

Students

Memorandum of Understanding

between

The University of Liverpool

and

Liverpool Guild of Students (“The
Guild”)

This MEMORANDUM OF UNDERSTANDING is effective from 1st February 2020 to 1st February 2025 (“Effective Date”)

BETWEEN:

THE UNIVERSITY OF LIVERPOOL whose main administrative offices are located at The Foundation Building, 765 Brownlow Hill, Liverpool L69 7ZX (“University”);

AND

LIVERPOOL GUILD OF STUDENTS of 160 Mount Pleasant, Liverpool L3 5TR (“Guild”);

referred to as ‘Party’ or ‘Parties’ as the context permits

WHEREAS:

- A. The University is an exempt charity which was incorporated by Royal Charter in 1903 for the advancement of teaching, learning and research.
- B. The Guild is a Company Limited by Guarantee and a Charity which was established pursuant to Clause 14 of the Supplemental Charter of the University to represent and promote the general education and welfare of the students of the University.
- C. The University and the Guild agree that it is in their common interests to optimise the student experience at the University. Both Parties recognise the importance of a strong, representative and financially viable Guild which supports the values and mission of the University.
- D. This Memorandum is intended to be a comprehensive summary of the relationship between the University and the Guild in furtherance of their common interests and is inclusive of all linked documents and appendices.

IT IS NOW AGREED AS FOLLOWS:

- 1 **Code of Practice with respect to the Liverpool Guild of Students (the Guild) as required by the Education Act 1994 (“the Code”)**

In order to meet the requirements of the Education Act 1994 and clarify certain aspects of the relationship between the University and the Guild.

Unless otherwise stated all parts of the Code are hereby incorporated and made part of this Memorandum.

2 Governance of the Guild

The Guild is governed by a Board of Trustees which is responsible for overseeing the management and administration of the Guild and ensuring that it is fulfilling its charitable purpose. The Board has particular responsibility for overseeing the stewardship of the Guild by its Chief Executive and other employees of the Guild.

The Board comprises four Student Representative Officers, four Student Trustees and four External Trustees. The Student Representative Officers provide the democratic leadership of the Guild and comprise the President, Deputy President and two Vice Presidents.

The governance arrangements of the Guild are specified in sections 1 and 2 of the Code. For the avoidance of doubt such arrangements shall be reviewed every five years or such shorter periods as may be determined by Council. The next review is scheduled for 2024 and responsibility for initiating this review shall rest with the Guild Liaison Committee.

3 Student membership of the Guild

Please refer to section 3 of the Code.

4 Elections to the Guild

Please refer to sections 4, 5 and 6 of the Code.

5 Requirements of charity law

Please refer to section 11 of the Code.

6 Affiliation to external organisations by the Guild

Please refer to sections 12, 13 and 14 of the Code.

7 Allocation of resources to clubs and societies of the Guild

Please refer to section 15 of the Code.

8 Procedure for student complaints against the Guild

Available on the Liverpool Guild of Students [website](#)

9 Guild premises

The University shall provide the Guild with appropriate premises currently located at 160 Mount Pleasant Liverpool for the general purpose of furthering the social, recreational, educational, cultural and welfare activities of students of the University together with areas where the Guild may carry out trading activities, either in its own name or by a third party on its behalf.

The terms under which such premises shall be made available, including responsibility for payment of rent, repairs, insurance, reinstatement and consents for trading on the premises by third parties are detailed in the lease ("the Lease") between the University and the Guild dated 1/1/16 (expires 31/12/22), a copy of which is available as Appendix One.

For the avoidance of doubt the rent payable pursuant to the Lease is one peppercorn per annum. However, the Parties understand that, in addition to one peppercorn, the Guild will be charged a notional rent and service charge ("Notional Charge") based upon current market rates. In order to offset the Notional Charge the University will provide a notional grant ("Notional Grant") to the Guild. The Notional Charge and the Notional Grant shall always be of the same value and accordingly there shall be no cash transactions in respect of such charges.

10 Funding provided by the University in support of the Guild

The Guild receives an annual block grant ("the Grant") from the University in support of its activities. The budget for the Grant is reviewed annually following discussion between the Parties and ratification by the University's Planning & Resources Committee.

Details of the Grant are confirmed in the Grant letter from the University to the Guild which is issued every July for expenditure in the following academic year. A copy of the Grant letter for the academic year 2019/20 is available from Finance.

For the avoidance of doubt the Grant is provided to support and enhance the experience of students of the University in furtherance of its charitable objectives.

11 Financial affairs of the Guild

It is the responsibility of the Parties to ensure that the Grant provided pursuant to clause 10 is properly discharged. The Guild is accountable to the University for ensuring that the accounting and reporting requirements of the Charities Act 2011 are met.

Further the University is required under the Education Act 1994 to take such steps as are reasonably practicable to ensure that the Guild is accountable for the proper

conduct of its finances, that arrangements exist for the approval of the Guild's budgets and expenditure by the Guild is properly monitored.

The Code specifies inter alia how the Guild should manage its financial affairs. The Parties now agree the following additional terms and conditions in respect of financial management by the Guild.

The Guild shall keep proper accounts and accounting records and maintain a sound system of internal financial management and control. The Guild shall provide quarterly management accounts to the University's Director of Finance with a copy to the University's Guild Liaison Committee for monitoring purposes.

The activities of the Guild shall be subject to scrutiny by the University's internal auditors. External auditors, appointed by the Guild, shall audit the accounts of the Guild annually and provide copies of the same to the University's Director of Finance.

The Guild shall not incur expenditure or take any action which is inconsistent with the law relating to charities. Expenditure is deemed to be proper if it can be said to be appropriate for the purpose of representing and furthering the interests of students of the University in such a way as to assist the educational aims of the University.

The Guild shall publish an annual financial report and provide a copy of the same to the University's Director of Finance.

12 Trading activities of the Guild

The Parties understand that the Guild derives income from its commercial and trading activities. As defined in the Lease the Guild may carry out trading activities, either in its own name or by a third party on its behalf. The Parties shall as far as practicable maintain complementary trading activities where both operate facilities in the same business.

It is further agreed that if the Parties wish to engage in any new trading activities after 1 November 2013 they shall use reasonable endeavours to consult in good time and in good faith before engaging in any such activities. Details of the commercial agreement are available on request.

The Guild shall be responsible for compliance with all statutory regulations including licensing and tax-related matters in respect of its trading activities

13 Health and Safety

The Guild has produced a Health and Safety Policy ("Guild Policy") to ensure the health and safety of its members during Guild activities including use of the premises described in clause 9. The Guild warrants that the Guild Policy shall, as a minimum,

match the requirements of the University's corresponding policy entitled Health and Safety Policy ("University Policy").

Further the Chief Executive of the Guild is responsible, as far as reasonably practicable, for monitoring compliance with the Guild Policy. The University shall remain responsible for the welfare and occupational health of its own staff working within the Guild premises, including monitoring compliance with the University Policy and line-management responsibility during emergencies.

14 Use of University premises by the Guild and Freedom of Speech

In addition to the premises defined by the Lease the University shall permit the Guild and its members, clubs and societies to make use of premises owned or controlled by the University in furtherance of Guild activities. Such use shall include but not be limited to the holding of meetings and the appropriate use of notice boards, digital signage and other areas within academic departments for promoting and supporting Guild activities.

Any and all planned activities described in this clause shall be conducted in accordance with the University's Policy and Code of Practice on Freedom of Speech. The Policy and Code of Practice applies equally to the Guild and confirms that the Guild is under a duty to assist the University in securing freedom of speech within the law in the University. In addition, it specifies the administrative procedures for booking and / or hiring University and Guild premises, conditions which may be imposed by the University on the use of University premises by the Guild and the required conduct of procedures meetings or activities involving the use of University premises.

15 Freedom of Information

The Parties acknowledge that the University is subject to the Freedom of Information Act 2000 and all subordinate and related legislation which is or may from time to time come into force (together "FOIA").

The University may receive requests pursuant to FOIA which requires liaison with the Guild in respect of information that may be held by the Guild. The Guild shall cooperate with the University to enable the University to deal with the FOIA request promptly and without undue delay. For the avoidance of doubt the Guild is not subject to FOIA.

16 Diversity and Equality

The University and the Guild are committed to providing an environment which recognises and values people's differences, capitalises on the strengths that those differences bring and supports all staff and students in maximising their potential to succeed.

Accordingly both Parties have produced Diversity and Equality Policies, (Guild Policy, University Policy).

17 Data Protection

The University retains certain personal data about its students to fulfil its purpose and to meet legal obligations to funding bodies and government. Such data must be collected and used fairly, stored safely and not disclosed to any other person unlawfully. In order to do this the University must comply with the Data Protection Act 2018 ("DPA"). The General Data Protection Regulations and in particular the Data Protection Principles therein and how the University and the Guild comply with them are set out in the University's Data Protection Policy and the Guild's Data Protection Policy.

To enable the Guild to carry out its activities effectively the Parties have entered into a Data Sharing Agreement.

18 Use of the University coat of arms, logo and name

The University coat of arms, logo and name are valuable intellectual property rights of the University. The Guild is hereby granted a royalty-free non exclusive licence to use such rights for the usual business of the Guild provided that prior permission for each use of the coat of arms and logo is obtained from the Director of Communications and Public Affairs and the style of use is consistent with the conditions laid down from time to time by the University to protect its reputation, property and interest.

19 Publicity

Neither Party will use the name of the other in any publicity, advertising or news release without the prior agreement of the other. This shall not apply where either Party is bound to do so by reason of some legal, statutory or quasi-statutory obligation, nor shall it prevent the Guild from referring to the University name as part of campaigns undertaken in the Guild's role as a critical friend of the University in line with the Guild's charitable objectives.

Further, the Parties shall use reasonable endeavours to notify each other if and when they become aware of planned media coverage which affects their ongoing relationship.

20 Responsible Officers and Communications

Unless otherwise stated herein the persons with responsibility for managing, monitoring and reviewing this Memorandum shall be the University Secretary and Director of Legal and Governance and the Director of Student Administration and

Support for the University and both the Chief Executive and the President and Chair of Trustees for the Guild ("Responsible Officers").

The Parties agree that the usual forum for discussions and communications about any part of this Memorandum shall be the University's Guild Liaison Committee. The Committee is chaired on alternating basis by the University's Pro-Vice-Chancellor (Education) and the President of the Guild and meets on a quarterly basis. Its membership and terms of reference can be found [here](#).

It is further agreed that the Guild shall be entitled to attend and participate in the University committees as detailed [here](#), to be invited to present at Formal Senior Leadership Team meetings twice per year and to attend private meetings with the University's Vice-Chancellor.

Subject to the above, the University's Student Administration and Support Division shall be responsible for day to day liaison with the Guild.

As part of ongoing communications the Guild shall report formally to the University management information including but not limited to: finance and accounts and health and safety. The Guild shall provide an annual report to the University which describes the Guild's mission, values and principles together with its achievements and developments during the year.

21 Legal action involving the Guild

The Guild shall notify the University before it takes any legal action against a third party or as soon as it becomes aware of any third party which takes, or threatens to take, legal action against the Guild.

22 Senior officers and employees of the Guild

The Guild shall not commence any disciplinary action against either senior officers (including trustees) or senior employees of the Guild without prior consultation, and if appropriate, involvement, of the University.

23 General support from the University

As part of its general ongoing support to the Guild the University confirms that it shall continue to provide reasonable levels of assistance in the payroll and human resources functions. Further, employees of the Guild shall receive similar benefits to employees of the University in respect of fees for the University sports centre, car parking rights and occupational health centre, children's centre and employee assistance provider.

24 General support from the Guild

The Guild shall continue to provide all employees of the University with associate membership of the Guild.

25 Variation

Any agreement to change the terms of this Memorandum in any way shall only be valid if the change is made in writing and approved by the mutual agreement of the Responsible Officers.

26 Dispute

If there is a dispute about the interpretation of any part of this Memorandum or any other matter not prescribed herein but which is relevant to the relationship between the Parties they shall, in the first instance and acting through the Responsible Officers, use all reasonable endeavours to agree a way forward through constructive dialogue. If the Responsible Officers cannot agree on a resolution the matter shall be referred to independent mediation. The method of mediation shall be selected by agreement between the Parties.

27 Term

This Memorandum shall be effective for a period of sixty months from the Effective Date. The Guild Liaison Committee shall be responsible for initiating discussions regarding the annual renewal of the Memorandum and such discussions shall commence no later than six months before its expiry.

SIGNED FOR AND ON BEHALF OF THE PARTIES

The University of Liverpool

Liverpool Guild of Students

Name *KEVAN RYAN*

Name *Bertie Woodcock*

Signature *[Handwritten Signature]*

Signature *Bertie Woodcock*

Position *Secretary & General Council*

Position *President*

Date *16/6/22*

Date *27/05/22*