

# King's College London's Memorandum of Understanding with King's College London Students' Union

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*Effective date: 1<sup>st</sup> August 2023*

Received and Ratified by KCLSU Trustee Board 20<sup>th</sup> July 2023

Received and Ratified by King's College Council 12<sup>th</sup> July 2023

Next Formal Review May 2024

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Signed on behalf of King's College London by:

Signature:

Name: PROFESSOR SHITIJ KAPUR

Position: PRESIDENT & PRINCIPAL

Date:

Approved by the Council on: 12<sup>th</sup> July 2023

Signed on behalf of King's College London Students' Union by:

Signature:

Name: MOHD YASIR KHAN, PRESIDENT 2022-23

Position: ON BEHALF OF KCLSU BOARD OF TRUSTEES

Date: 20<sup>th</sup> July 2023

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**King's College London**  
**Memorandum of Understanding**  
**[incorporating financial memorandum]**  
**with KCLSU**

**1 DEFINITIONS**

“KCLSU” – King’s College London Students’ Union (CRN: 5762196);

“Chief Executive” – the Chief Executive of KCLSU appointed by the KCLSU Board of Trustees under section 9 of this MOU;

“the College” – King’s College London founded by Royal Charter granted on 14 August 1829 as amended on 13 May 2009 or its successor;

“College officers” – “College officers” – the key College Officer is the Principal, who delegates authority as required

“MOU” – the Memorandum of Understanding between the College and KCLSU; this document;

“the Council” – the governing body of the College;

“Articles” – the Articles of Association of KCLSU; considered as the KCLSU constitution for the purposes of the Education Act 1994;

“President” – the Officer Trustee elected by the members to be the President of the Students’ Union and Chair of the KCLSU Board of Trustees;

“bye-laws” – the bye-laws made by the Trustees from time to time in accordance with Article 55 of the Articles;

“governing documents” – the Articles and bye-laws of KCLSU;

“Members” - members of the Students’ Union being Students at King’s College London and / or associate members as defined in the Articles and Bye-Laws

“KCLSU Trustee(s)” – the Officer Trustees, the Student Trustees and the Non-Student Trustees each of whom is a director as defined in the Companies Act 2006 including any statutory modification or re-enactment for the time being in force, acting as the Board of KCLSU;

“King’s Student App” – The King’s Student App is an App, managed by the College, which can be accessed by students either via by iOS on the App Store, Android on Google Play or on a desktop via King’s Edge.

“sub-committees” – the sub-committees of KCLSU founded through the Articles, bye-laws and other documentation established from time to time by the Trustees; these committees receiving delegated powers from the Trustees;

“student activity groups” – (SAGs) - clubs, societies, campaigning groups, volunteering groups and projects, representative associations, student media groups and other student

groups as recognised within rules laid out in the governing documents of KCLSU and other documentation as decided by the Trustees from time to time;

“Principal” – the President and Principal of KCL.

## 2 INTRODUCTION

- 2.1 Under the powers granted by the Articles KCLSU is recognised by the College as the sole Students' Union of the College as defined in the Education Act 1994.
- 2.2 KCLSU represents the students of the College. KCLSU exists to advance the education of students of the College as laid out by the objects in the [Articles](#).
- 2.3 Unless other bodies or officers are specifically referred to below, the College acts by and is represented by the Council.
- 2.4 The aim of this MOU is to set out, under a number of heads of agreement, agreed policy on issues of common concern both for KCLSU, its members, its trustees, its administrative staff; and the College so that a clear working relationship between the two is established.
- 2.5 The Council hopes that this MOU will contribute to maintaining the excellent relationship between the Council and KCLSU and between College officers and KCLSU trustees which is in the interests of the College and of its students and that KCLSU will continue to contribute to the College Mission and strive for the degree of excellence in its activities which is an explicit part of the College Strategic Plan.
- 2.6 KCLSU hopes that the College's agreement to this MOU will support the direction of, and support for, the Students' Union as the representative body for student voice in the delivery and development of strategic plans agreed by the KCLSU Board, in line with charitable Objects, including the delivery of the joint Relationship Agreement between KCLSU and the College.
- 2.7 The Heads of Agreement within this MOU relate to the current situation. Any changes to this document required to reflect the changing needs of the College or KCLSU shall be as a result of full consultation with KCLSU and as finally determined by the Council.
- 2.8 This MOU will be effective from the date of this document until such time a new MOU is agreed.

## 3 THE STATUS AND RELATIONSHIP BETWEEN KCLSU AND THE COLLEGE

- 3.1 The College is a chartered corporation, i.e. it has the powers of a person of full legal capacity and is subject to common law and statute.
- 3.2 KCLSU is a company limited by guarantee and not having a share capital registered under company number 5762196; as incorporated and defined by the Articles. It is also a registered charity number 1136729.
- 3.3 KCLSU shall conduct and manage its own affairs in accordance with the governing documents as agreed by the Council and the KCLSU Trustees.
- 3.4 The general policy of the Council in relation to the exercise of its powers is detailed in [APPENDIX 1](#) to this MOU. In this Appendix the Council affirms its commitments

to the self-government and autonomy of KCLSU under its own governing documents consistent with the law and with the Council's obligations.

- 3.5 In recognition of its responsibilities in particular as a result of the Education Act 1994, Part II, the Council has approved a Code of Practice attached as [APPENDIX 2](#) to this MOU. This MOU follows from the Code and should be read in conjunction with it.
- 3.6 The Council and KCLSU note that the College is the sole corporate member of KCLSU as defined by and with voting rights as specified in sections 8.1.3 and 22.2 of the KCLSU and College Articles, respectively.

#### **4 MANAGEMENT, ACCOUNTABILITY AND THE LAW**

- 4.1 The Principal has the discretion to confer student status on the Officer Trustees as defined in the Articles.
- 4.2 The College Council has appointed the Executive Director of Students and Education or designate to oversee the electoral procedures of KCLSU, and in accordance with the bye-laws a Returning Officer, independent both of KCLSU and the College shall be appointed annually by agreement between the College and KCLSU.
- 4.3 The Council, on recommendation of the KCLSU Trustees, reserves the right to appoint representatives to the KCLSU Finance, Audit and Risk sub-committee and to the Governance, Policy and Compliance sub-committee, or equivalent committees as determined by the KCLSU Trustees.
- 4.4 KCLSU is obliged in all respects to act in accordance with the Charter, Statutes and Regulations of the College and to comply with all College rules, procedures and codes of practice and any government legislation relating to its activities and operations. The KCLSU Trustees agree to ensure KCLSU complies with such rules, procedures, codes of practice and legislation. College officers will provide advice as necessary to facilitate compliance in the best interests of the College.
- 4.5 The KCLSU Chief Executive will immediately inform the Senior Vice-President (Operations) or designate of any legal proceedings taken, threatened or proposed against KCLSU; and of any situation that may give rise to a claim by or against KCLSU. The KCLSU Chief Executive, on behalf of the Trustees, will discuss with the Senior Vice-President (Operations) any intention of KCLSU instigating legal action against another individual or legal entity prior to commencing such action; and whether any such action will proceed in a way that would damage the interests or reputation of the College.
- 4.6 KCLSU will comply with all data protection legislation, including the UK General Data Protection Regulation (GDPR) and Data Protection Act (2018) and any related College policies and procedures in accordance with [APPENDIX 6](#).

#### **5 ALLOCATION AND MANAGEMENT OF STUDENT AREAS**

- 5.1 KCLSU will be provided with certain premises fit for the general furthering of its purpose and objectives, as laid out in the Articles, together with other areas in the

College where KCLSU may carry out trading activities. The College is not bound to provide any fitting out of such space.

- 5.2 The College will endeavour to preserve the areas used for student activity. However, the College may, after consultation with KCLSU, having given a reasonable notice period which for the purposes of this agreement will be at least twelve months (unless changed by mutual agreement between the College and KCLSU) alter, withdraw or limit the use of such areas if it deems it reasonable to do so. In such cases, the College will use its best endeavours to find suitable alternative space within such reasonable notice period. Any requests by KCLSU, its student activity groups and other affiliated bodies, for the allocation or use of additional space in the College, which is not part of an academic department or listed at [APPENDIX 4](#), should be made through the President or KCLSU Chief Executive to the appropriate College officer, Senior Vice-President (Operations) (or their appointee), as the Principal may designate.
- 5.3 The premises are the management responsibility of KCLSU. Detailed responsibilities are defined in [APPENDIX 3](#) to this Memorandum. KCLSU will obtain the permission of the College authorities on any proposed alterations and improvements to the premises in accordance with the Heads of Terms set out in Appendix 3. Such permission will not be unreasonably withheld.
- 5.4 KCLSU will comply with statutory requirements regarding improvements and developments of space and with the Financial Regulations of KCLSU and the College. Where the College and KCLSU jointly occupy buildings, the costs associated with such improvement and development works will be apportioned between the College and KCLSU on a mutually agreed basis, such as proportion of space occupied.
- 5.5 KCLSU and its student activity groups will be permitted use of other areas in the College by agreement and subject to availability for social, recreational, educational, cultural and sporting activities, such areas remaining the management responsibility of the College. Student activity groups will complete the necessary forms, will adhere to KCLSU procedures for approving the booking of rooms and College procedures set out in the College's Room Booking Policies, including the Its My Campus Policy, and the External Speakers Policy.
- 5.6 Where KCLSU is allowing use of its premises, or facilitating the use of university premises to Student Activity Groups, events that the general public will attend or external hire to outside organisations, the requirements of the [College's Code of Practice](#) for meetings held on College premises, this MOU and other relevant College policies and procedures will be met by KCLSU. In addition, KCLSU is responsible for implementing the rules governing posters, notices, temporary signs and the distribution of literature on KCLSU premises and where student activity groups are using other College spaces.
- 5.7 The use of KCLSU facilities/external venue hire by members of the public may raise issues of liability for KCLSU and for the College. Therefore, access to and use of KCLSU facilities/venues by members of the public should be considered carefully before permission for such access or use is granted. The KCLSU Trustees will ensure

appropriate insurance cover prior to allowing such use and the Chief Executive and their designated staff will ensure such procedures are enacted.

- 5.8 KCLSU will comply with the terms of any relevant licenses held by the College when making use of licensed College spaces for student functions. Those areas, which are identified for use primarily or solely as areas for student functions, may be let by KCLSU to its student activity groups and outside organisations on the understanding that they abide by College policies, procedures and codes of practice. The College will from time to time review and determine those areas of the College that are occupied and managed by KCLSU to enable KCLSU to fulfil its objectives as laid out in this Memorandum of Understanding and KCLSU Articles.

## 6 RULES GOVERNING THE USE OF SPACE

- 6.1 KCLSU and its student activity groups shall be subject to controls on their use of space similar to those imposed on the College's faculties, schools and departments. In particular it is the responsibility of KCLSU to ensure that the premises allocated to it by the College are maintained in a safe and compliant state, operated in accordance with good practice, and student activity groups complete risk assessments for their events. KCLSU will also ensure that all student activity events that involve external speakers, will comply with [King's](#) and [KCLSU](#) External Speakers Policies and that suitable and sufficient risk assessments are carried out to ensure safe running of the events. KCLSU will ensure that King's staff are informed as and when required.
- 6.2 Whilst the Council's Estates Strategy Committee has the ultimate right to approve the proposed change of use of the College space, the College recognises that it is for KCLSU to determine its own priorities in the use made by it of the space allocated for its use provided that, in the Estates Strategy Committee's view, such use relates to activities that may be properly carried out by KCLSU and are in accordance with the College's interests and reputation. These may include the provision of various services to its members on a commercial or partially commercial basis either directly or (subject to proper arrangements to protect the College's position) through agreements with suitable commercial undertakings except that KCLSU will not permit third parties to occupy space or facilities without the written permission of the College. Permission of the Senior Vice-President (Operations) (or their appointee) shall also be required for any use of College accommodation for extra-Collegiate purposes.
- 6.3 Under no circumstances will KCLSU enter into an agreement to dispose of any interest in College premises (by lease, license or any form of agreement, written or verbal). The College will act as landlord in all such cases.
- 6.4 The allocation and use of space, and any changes to these, shall be subject to the College's rules and procedures, including the College's Regulations on the Use of College Buildings. Applications must be submitted via the Directorate of Estates and Facilities to the Estates Strategy Committee, or such sub-group as the Estates Strategy Committee may designate, for formal approval. No change in the allocation or use of space may be made until such approval has been given.
- 6.5 No negotiations or enquiries of any sort may be entered into by KCLSU with any local authority planning department or any health authority without the prior approval of the Executive Director of Estates and Facilities or their designated



nominee to whom any Notice received from such Authority must be passed immediately. The KCLSU Chief Executive will e-mail the Executive Director or their designated representative regarding their intent, and to make a request for approval, prior to the submission of any minor planning applications. The Executive Director of Estates and Facilities will reply within ten working days, failing which the Chief Executive will seek permission from the designated College officer, as decided by the Principal, to make the planning authority application.

6.6 As provided in the College's Regulations, the College may use accommodation allocated to KCLSU for examination purposes after due notice, and may use such accommodation for other College functions after consultation between the Senior Vice-President (Operations) (or their designate) and the President and CEO of KCLSU where suitable accommodation is not available elsewhere in the College. If such use of allocated space will result in loss of income for KCLSU, the College and KCLSU agree to negotiate an appropriate level of reimbursement.

6.7 The allocation, use and modification of space shall be subject to inspection and approval by College officers, as appropriate, including:

6.7.1 **Executive Director of Estates and Facilities** or designate:

- (a) Must authorise all physical alterations to space, other than simple redecoration, in accordance with College Project Management Procedures.
- (b) Must be notified of any change in the allocation and/or use of space so that this can be recorded on the College's database.
- (c) Will exercise control over the repair and maintenance of the fabric of buildings and building services.
- (d) Must be notified of any changes relating to access, control and the security of persons, equipment and buildings.

6.7.2 **Director of Health and Safety Services**

For compliance with fire and health and safety regulations [[APPENDIX 5](#)]

6.7.3 **Senior Vice-President (Operations)**

For compliance with legislation and with the terms of this MOU.

The following College officers should also be consulted about the allocation, use and modification of space as appropriate.

6.7.4 **The Executive Director of Estates and Facilities**

For consideration of sports, leisure, catering and residences issues and for compliance with health and safety legislation. The Executive Director should be notified of changes in direct service provision which may impact upon corporate provision such as new catering outlets for

consideration of potential interaction with the College’s Catering and Conference operations.

**6.7.5 Vice-President (Finance) & Chief Finance Officer**

In connection with insurance requirements, value for money studies and financial advice.

In areas under the management control of the College which are used for student activity, KCLSU shall not permit any alterations to the internal structure or décor, other than the temporary displacement of furniture. No games machines, video games or like equipment may be installed in these areas without the permission of the Director of Estates and Facilities or such other officer as the Principal may designate.

6.8 KCLSU shall be responsible for notice boards at designated locations across the College’s campuses. KCLSU will take steps to ensure that all notices posted on these notice boards include an English translation if written in any foreign language (such translation to be in the same size typeface as the foreign words) and do not include racist, sexist or otherwise offensive language or images. In addition, KCLSU is responsible for ensuring that posters, notices, temporary signs and literature distributed in KCLSU premises, or produced by KCLSU sanctioned clubs and societies comply with the above rules.

<b>Campuses</b>	
Strand Campus – Main College Corridor	3 Large Boards
Strand Campus – South East Wing & Undercroft Bush House buildings	13 Boards
Strand Campus – Chesham Building	1 Board
Guy’s Campus – Old Guys House East Wing and West Wing	10 Boards
Guy’s Campus – New Hunts House	2 Boards
Guy’s Campus – Henrietta Raphael	2 Boards
St Thomas’ Campus	3 Boards
Denmark Hill Campus – Penthouse	4 Boards
Denmark Hill Campus – Weston Education Centre	1 Board
Waterloo Campus	2 Boards
Maughan Library	2 Boards

<b>Halls of Residence</b>	
Stamford Street	2 Boards
Great Dover Street	1 Board
Wolfson House	1 Board
KCH	1 Board

**7 IT/TELEPHONE NETWORK**

KCLSU agrees to respect and abide by King’s policies and procedures regarding the use of IT and telephone network.

## 8 FINANCE

- 8.1 The Council is required under the Education Act 1994 to take such steps as are reasonably practicable to ensure that KCLSU is accountable for its finances and that the financial affairs of KCLSU are properly conducted, as well as ensuring that arrangements exist for the approval of the KCLSU block grant and the monitoring of its expenditure by the Council. The Chair of KCLSU Finance, Audit and Risk Sub-Committee and the KCLSU Chief Operating Officer/Finance Director and CEO (or other delegated alternate) will meet termly with the College Chief Finance Officer and Principal (or other delegated SVP) to review KCLSU financial affairs on a termly basis.
- 8.2 In addition, the Principal has a key role in the financial affairs of the College as a whole, including KCLSU. As the Accountable Officer under the College's conditions of registration with the Office for Students (OfS) the Principal is responsible and accountable to the OfS and ultimately to Parliament for ensuring that the uses to which the College puts public funds are consistent with the purposes for which the funds were given, as well as responsibility to ensure that expenditure is consistent with charity law. KCLSU recognises and accepts the role of the Principal in this respect.
- 8.3 The Council will award an annual grant to KCLSU in the context of its approval of the College's annual budget. The College will review the KCLSU block grant annually in its Planning Round, in consultation with the KCLSU President, Chief Executive and Chief Operating Officer, under delegated authority from the KCLSU Trustees. Based on this scrutiny in the context of the College's annual block grant, the College will allocate funds to KCLSU by means of a grant. The annual grant discussion will be part of the College's Budget procedure and, similar to all College departments, it will be discussed in three-year cycles using indexing according to the same annual inflation and efficiency assumptions used by the College for its own planning (including salary increase assumptions) purposes. The decision on the calculation method will be subject to discussion between the KCLSU CEO, the KCLSU President and Sabbatical Officers and the King's Senior Vice President – Operations. Additional needs, should they be required will be subject to separate negotiation. For the avoidance of doubt, KCLSU does not pay a space charge. An occupancy charge will be recorded in the Annual Accounts based on KCL's annual space cost calculation, but this will be a non-cash item.
- 8.4 The key objective for the funding model is to provide a sustainable basis for KCLSU to continue to provide ongoing services to students, as well as to support the student experience, as expected by the College and the student community, as set out in the Relationship Agreement and KCLSU strategy.

Under separate written agreement with the College, KCLSU agrees to provide Associate Membership services to students of The Courtauld Institute. The funding for these services to be included in the block grant funding arrangements from 2023/24.

- 8.5 As trustees of public money, it is the responsibility of the Council and the KCLSU Trustees to ensure that the funds made available to KCLSU are properly discharged. KCLSU is accountable to the Charity Commissioner for ensuring that the accounting and reporting requirements of the Charities Act 2010 and succeeding legislation are met and will report to Council on that basis. Financial

reports of KCLSU should be published annually and made available to the members and the Council. The reports should list donations to external organisations. The procedure for KCLSU's internal allocation of its resources should be written, fair and accessible to the College and the members.

- 8.6 The KCLSU Trustees, on advice from the KCLSU Finance, Audit & Risk sub-committee, will approve the KCLSU annual budgets.
- 8.7 The College's Audit, Risk and Compliance Sub-committee will report to the College Chief Financial Officer and VP Finance (CFO) on any fraudulent or irregular procedures in the management of public funds, or those resulting from KCLSU trading activities.
- 8.8 It is the responsibility of the KCLSU Trustees, as delegated to the Chief Executive, to ensure that adequate insurance cover is maintained for all aspects of the business. The exception to this is insurance cover for buildings which is the responsibility of the College.
- 8.9 Before entering into any borrowing agreements, lease agreements, guarantees or indemnities that may incur contingent liabilities, KCLSU will discuss and obtain the written approval of the College's Chief Finance Officer.
- 8.10 Any improper action by KCLSU or any organisation under the control of KCLSU which results in costs to the College, in particular as a result of 'an official KCLSU occupation', will result in the full costs incurred by the College being recovered from the Union by the College by the withholding or reduction of grant as determined by the Principal.

## **9 TRADING ACTIVITIES**

- 9.1 KCLSU may operate legitimate trading activities in the College consistent with its purpose and objects within its governing documents. Should it wish to majorly alter the nature of a current trading outlet or introduce a new one it must notify the Senior Vice-President (Operations), or such other officer as the Principal may designate, who will need to determine the space which can be allocated and the terms under which that allocation is made. They will also need to satisfy themselves that the proposed trading activity integrates with the College's own plans for trading outlets.
- 9.2 Should King's wish to majorly alter the nature of a current trading outlet or introduce a new one it shall inform the Chief Executive of KCLSU of the planned changes.
- 9.3 Trading activities where the College and KCLSU hold a joint interest shall be discussed through the relevant operational meetings and where appropriate

operational agreements created. This may also include the alignment of respective security and other relevant service arrangements.

- 9.4 The College and KCLSU will endeavour to maintain complementary facilities where both operate discrete catering operations that compete for the same trade.
- 9.5 KCLSU may use any profits received from its trading activities or rental charged to its franchises to fund the pursuit of its Objects as laid out in the Articles.
- 9.6 No premises license application will be made, or license entered into, without the prior approval of the Director of Estates and Facilities, or other College Officer as designated by the Principal. KCLSU will ensure that relevant license law is adhered to in relating to both premises and personal license within the entertainments and license trade activities undertaken by KCLSU.
- 9.7 KCLSU will keep the Director of Estates and Facilities, or other College Officer as designated by the Principal, informed of any planned temporary or permanent proposals that majorly vary the terms and conditions of any premises license held by KCLSU.
- 9.8 KCLSU will be responsible for tax registration, compliance and payment of all taxes including VAT and Corporation Tax as a result of student activity.
- 9.9 King's and KCLSU shall always endeavour to keep open communications wherever possible, and engage with the student officers to ensure that student experience remains a chief consideration for the development of new spaces and opportunities.

## 10 STAFF MATTERS

- 10.1 The KCLSU Trustees shall appoint a Chief Executive of KCLSU, who shall be responsible for ensuring, through appropriate line management procedures, that KCLSU Staff conduct their duties in line with the governing documents of KCLSU and the policies decided by the KCLSU Trustees. KCLSU Staff shall be under the direct management control of the Chief Executive, who is in turn directly and solely accountable to the KCLSU Trustees.
- 10.2 KCLSU permanent employees shall be treated as College Staff for the purposes of access to internal College staff training and development courses, staff discounts and use of College/Guys and St Thomas' (GSTT) childcare facilities. Changes to any processes will be discussed during termly HR Partnership meetings.

## 11 COMPLAINTS AGAINST KCLSU UNDER THE EDUCATION ACT

- 11.1 The governing documents of KCLSU provide for a [complaints procedure](#) for use by students not satisfied in their dealings with KCLSU. Complainants not satisfied having utilised in full the procedures internal to KCLSU, have a right to refer the matter to the College for consideration under the [College's Student Complaints](#)

[Procedure](#), details of which are published in the Student Guide to the Regulations distributed to all students at enrolment and available on the College's website.

- 11.2 See also section 5 under [Appendix 2](#): Code of Practice, Complaints against KCLSU under the Education Act.

## 12 DISCIPLINE

- 12.1 The governing documents of KCLSU provide for a [disciplinary procedure](#) in relation to incidents of misconduct. In finalising a decision on whether a complaint remains within the KCLSU process, or is superseded by the College's misconduct process, KCLSU will take account of the outcome sought by the aggrieved student. Serious offences will be reported by KCLSU to the Executive Director of Students and Education before KCLSU action is considered or taken. Any College decision to proceed under the College Misconduct Regulations will normally take precedence and KCLSU proceedings will cease unless KCLSU and the College agree otherwise in writing.
- 12.2 For the avoidance of doubt, serious offences of a disciplinary or misconduct nature to be reported to the College are those where: potential criminal activity has taken place, or where emergency services have been called to intervene; where there is a reputational risk to King's and/or KCLSU; or where the incident attracts media attention. Other serious misconduct cases to be reported to the College will be considered on a case by case basis in line with the KCLSU Members' Privacy Policy.
- 12.3 Where action is taken by King's to suspend a student under emergency powers under King's academic regulations to safeguard the King's community, or under the College's Non Academic Misconduct Policy as a misconduct outcome, such outcome may raise a potential safeguarding issue for KCLSU student group activities, events and spaces. In these circumstances, the suspension imposed by King's will extend the suspension to membership of KCLSU and KCLSU will be advised accordingly. KCLSU will also be informed when the suspension is lifted or extended. KCLSU will contact the member to advise them of the application of the suspension from KCLSU activities, events and spaces and also inform them of their right to continue to access KCLSU Advice & Support.

## 13 MEDIA

- 13.1 All material published by KCLSU, including by student media groups, is independent of the College and no responsibility will be accepted by the College for it.
- 13.2 Material which is unlawful must not be published. KCLSU is required to ensure this is so. KCLSU (including student media groups) shall also operate in accordance with the National Union of Journalists' Code of Conduct.
- 13.3 Any trading activity carried out by student media groups or any other KCLSU media activities will be subject to the same constraints as other KCLSU trading activities.
- 13.4 KCLSU and the College will share press statements, and intended communications to the student body on matters of mutual interest, in advance where this is appropriate and when the topic affects both organisations.
- 13.5 KCLSU, including activity groups, will consult with the College in advance if filming will take place on campus, either at an event or any other activity. Both external

Press and Student Media outlets will comply with the [King's Filming Policy](#).

#### 14 USE OF THE COLLEGE CREST AND THE "KING'S COLLEGE LONDON" TRADEMARK

- 14.1 The university crest, university logo and the 'King's College London' title are the property of the College and KCLSU shall have the non-exclusive right to reproduce them without charge for social and commercial purposes, provided that the style of use complies with the conditions that are laid down by the College to protect its property and interests, including those imposed upon it by the College of Arms. Any new use of the university crest, university logo and the 'King's College London' title, including their use on internet pages, in registered web domain names and in digital media should be referred to the Senior Vice-Principal (Operations) for approval. Referrals may be delegated to the Head of Corporate Design, or alternate, (contact [brand@kcl.ac.uk](mailto:brand@kcl.ac.uk)) and be satisfied that the proposed use by KCLSU integrates with the College's own use of the crest, logo and title.
- 14.2 KCLSU remains responsible for the protection of its own trademark and intellectual property. Where the KCLSU logo and brand is used by College departments for cross-collaboration and joint communications work, the KCLSU brand guidelines should be followed by King's. The KCLSU brand guidelines are available on request from [media@kclsu.org](mailto:media@kclsu.org).

#### 15 HEALTH AND SAFETY

##### Summary

To ensure Kings College London Students' Union (KCLSU) and King's College London (King's) fulfil their obligations under the Health and Safety at Work Act 1974 and regulations made under the Act such as the Management of Health and Safety at Work Regulations 1999 and any other relevant legislation (e.g. the Regulatory Reform (Fire Safety) Order 2005), both are committed to working together to ensure, through their respective safety management systems, that they will manage their activities to meet statutory requirements. The College will cooperate and coordinate as necessary to help facilitate compliance.

- 15.1 KCLSU will comply with the requirements of the Health and Safety at Work legislation and will have a Health and Safety Policy and a written method statement for implementing its Policy.
- 15.2 The KCLSU Trustees are responsible for health and safety matters in KCLSU and will have the same delegated responsibilities in this respect as those defined in the [College Health and Safety Policy](#) document for a Head of Department and as detailed in [APPENDIX 5](#), Memorandum of Understanding between the College and KCLSU on the Health and Safety issues.
- 15.3 The Chief Executive, or their nominated deputy the Chief Operating Officer, for reasons of continuity will be the Health & Safety Lead for KCLSU, advising the Trustees and/or delegated sub-committee as appropriate.
- 15.4 KCLSU Health and Safety matters will be delegated to the KCLSU Finance, Audit and Risk Sub-Committee. Its remit will involve receiving reports on Health and Safety matters from the KCLSU Health and Safety Committee, advising the KCLSU Trustees on such matters as affect the safety of students and others on KCLSU premises, in other facilities managed by the KCLSU, and at student functions and events elsewhere, and ensuring the safety of equipment owned by KCLSU and its student

activity groups wherever located.

The KCLSU Health and Safety Committee will make regular reports to the KCLSU Trustees and will submit an annual report to the College Health and Safety Management Group. KCLSU Chief Operating Officer will represent KCLSU on the College Health and Safety Management Group.

- 15.5 Health and Safety matters affecting students at all campuses will be reported to the relevant faculty/directorate and Students and Education Directorate as well as to the relevant King's Health & Safety officers. Students' concerns reported to KCLSU over Health and Safety matters that affect King's, or are a joint responsibility shared with KCLSU, will be forwarded to the appropriate College officer through the KCLSU CEO or designate.

## 16 COMMUNICATION WITH THE COLLEGE

- 16.1 The main channel of communication between the College and KCLSU will be via the KCLSU President and the Principal who will meet regularly. KCLSU Trustees and sabbatical officers in general, however, may liaise directly with members of the administration on relevant issues. The Principal and other relevant College Staff and Officers will meet with sabbatical officers, senior KCLSU Staff and Trustees from time to time or as necessary.

- 16.2 These and other current channels of communication between KCLSU Trustees, the KCLSU Chief Executive, Deputy Chief Executive, the KCLSU sabbatical officers and members of the College Administration shall be maintained but their effectiveness will be kept under review. In addition, more formal reporting procedures shall be maintained to assure the College that KCLSU is carrying out its responsibilities in accordance with this Memorandum of Understanding. KCLSU shall report formally to the College on the following activities:

- (a) Audited accounts presented annually, after approval by the KCLSU trustees, to the College Director of Finance and to the College Finance Committee for review
- (b) Significant Facilities and Estate management matters to the College Estates Strategy Committee through the Executive Director of Estates and Facilities
- (c) Health and Safety matters to the College Health and Safety Management Group
- (d) Election report by the Returning Officer to the College Council.

- 16.3 KCLSU shall also publish an Annual Report, that has been already approved by its Board of Trustees, for submission to its members at an Annual General Meeting and for subsequent submission to the next meeting of the Council. The Report shall contain:

- (a) A statement that KCLSU operates in a fair and democratic manner and that it has properly accounted for its finances.
- (b) A report on KCLSU finances including procedures for allocations to student activity groups; a report of any charitable collections; a list of the external organisations to which KCLSU has made any donations in the period to



which the Report relates and a report of its current affiliations.

- (c) A report on the conduct and outcome of elections of Officer and Student Trustees, and appointment of Lay Trustees.

## 17 **SERIOUS INCIDENT REPORTING**

As a registered charity, KCLSU has a responsibility to the Charity Commission to report any “serious incidents”, to the Commission as soon as is reasonably possible after it happens, or immediately after the charity becomes aware of it. Any serious incidents that KCLSU needs to report to the Charity Commission should also be reported to King’s through the Senior Vice-President (Operations).

The Charity Commission definition of a reportable serious incident is: “An adverse event, whether actual or alleged, which results in or risks significant: harm to your charity’s beneficiaries, staff, volunteers or others who come into contact with your charity through its work; loss of your charity’s money or assets; damage to your charity’s property; harm to your charity’s work or reputation”.

## 18 **REPORTING REQUIREMENTS**

As a general principle, KCL and KCLSU will be cognizant of each other’s reporting requirements by legal and regulatory bodies, including the requirements of the Office of Students. Where information is required by regulatory bodies, King’s and KCLSU will assist each other with the provision of information to meet the reporting requirements.

## 19 **STATUS OF THIS MEMORANDUM**

The document is intended to clarify the working relationship between the College and KCLSU covering responsibilities of common concern to both parties. The College and KCLSU express their firm intention to abide by its provisions. It reflects the current position and will be reviewed from time to time to reflect the changing needs of KCLSU and the College. Any changes will be reported to the Council.

## **APPENDIX 1**

### **Memorandum of Understanding**

#### **King's College London**

#### **The College Council and KCLSU**

This Appendix sets out the general policy of the Council in relation to the exercise of its powers under the King's College London Charter [Article 10], Statutes [Statute 7(m)] and Ordinances [Ordinance F3].

1. The Council affirms its commitments to the self-government and autonomy of KCLSU under its own governing documents.
2. The self-government and autonomy referred to in the preceding paragraph must be consistent with the law and with the Council's obligations.
3. The College's Charter and Ordinances and an Act of Parliament [Education Act 1994, s.22 (2) (b)] require that the KCLSU's Articles, being the KCLSU's constitution, are subject to approval by the Council.
4. The Council affirms that it will normally expect to approve KCLSU's Articles, or amendments to the Articles, which have been properly considered and endorsed by KCLSU's Trustees and would refuse to do so only in exceptional circumstances.
5. The exceptional circumstances referred to in the preceding paragraph cannot be defined comprehensively, but could include the following: non-compliance with the requirements of part II of the Education Act 1994; non-compliance with the law on charities; non-compliance with the College's obligations under its conditions of registration with the Office for Students (OfS) or other requirements relating to finances and resources; provisions curtailing the normal democratic procedures within KCLSU or the rights of individual members; provisions incompatible with the Charter and Statutes; or with any codes, rules or regulations approved by the Council already in existence.
6. KCLSU's Trustees are asked to give as much notice as possible to Officers of the College before amendments to the Articles are brought before the Council. This is to ensure any possible problems can be identified and discussions can take place.
7. Where a problem as mentioned in the preceding paragraph has arisen and discussions between the College and KCLSU have not resolved the differences, the proposed change should be brought to the Council together with explanatory statements from the President of the KCLSU and the Principal of the College.
8. If the Council is of the view that further discussions should take place or some changes should be made to the proposals before approving them, it will normally defer the matter to its next meeting rather than formally disapproving them.

9. If agreement cannot be reached in this way or the Council does refuse to approve the proposals, it will normally be the case that the status quo will continue, and the existing Articles or parts thereof will continue in force. Only in exceptional cases, such as where there are no such current provisions or change is required by law, will the Council consider introducing changes itself.
10. If the Council, in accordance with the preceding paragraph, is of the view that changes are required following its refusal to approve the proposal, it will ask the Principal to arrange for discussions to take place with the KCLSU Trustees with a view to reaching agreement so as to avoid a situation where the Council must itself introduce provisions into KCLSU's Articles which have not first been approved by KCLSU in the normal way.
11. Bye-laws and changes to the bye-laws by the KCLSU Trustees are subject to the written (by electronic means or letter) approval of a senior College Officer, designated by the Principal, on behalf of the College Council, whose approval shall not be withheld other than in exceptional circumstances such as those outlined in paragraph 5. Where discussions between the College and KCLSU are unable to resolve a problem relating to proposed bye-laws or changes to bye-laws, the matter shall be referred to the Council to consider and resolve in accordance with paragraphs 7-10 above (substituting 'bye-laws' for 'Articles' as appropriate).
12. The Council hopes that this appendix, while recognising the Council's obligations under the law, will contribute to maintaining the excellent relationship between the Council and KCLSU and between College Officers and KCLSU Trustees which is in the interests of the College and of its students.

## APPENDIX 2

### EDUCATION ACT – CODE OF PRACTICE

<b>Policy Category:</b>	Governance
<b>Subject:</b>	Compliance with the Education Act 1994, section 22
<b>Approving Authority:</b>	College Council
<b>Responsible Officer:</b>	President & Principal
<b>Responsible Office:</b>	College Secretariat
<b>Related College Policies:</b>	General Policy of the Council in Relation to the Exercise of its Powers under the King’s College London Charter (Article 10), Statutes (Statute 7(m)) and Ordinance F3 KCLSU and King’s College London Relationship – Statement of Commitment King’s College London’s Memorandum of Understanding with King’s College London Students’ Union
<b>Effective Date:</b>	24 January 2019
<b>Supersedes:</b>	November 2013; 28 June 2011
<b>Next Review:</b>	September 2021

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#### I. Purpose & Scope

This Code of Practice covers student organisations within the College which are defined as students’ unions for the purposes of the Education Act 1994, namely the King’s College London Students’ Union (KCLSU). It outlines the responsibilities and expectations of the Council of King’s College London (hereafter ‘the Council’) with respect to the establishment and conduct of the student union in meeting the requirements of the legislation.

Beyond this Code, additional policies and practices have been agreed between the College and the KCLSU which describe in more detail the relationship between the College and the KCLSU and their shared priorities, along with further information about the way in which the organisations work together. The current additional documents are noted and linked above under Related College Procedures and Related College Policies.

#### II. Policy

##### 1. MEMBERSHIP

All enrolled full-time and part-time students of the College are entitled to be full members of KCLSU.

##### 2. THE RIGHT NOT TO BE A MEMBER

2.1 Every student has the right not to be a member of KCLSU.

2.2 Students will be informed of their right not to be a member by means of this Code of Practice, which will be brought to the attention of all students annually as part of the enrolment process. Students wishing to exercise their right to opt-out of KCLSU may do so at any time after enrolment by informing KCLSU through a link available on the KCLSU website. Their College enrolment card will indicate non-membership of KCLSU.

- 2.3 A student who exercises the right not to be a member will not be permitted to re-join KCLSU until the beginning of the academic term following withdrawal.
- 2.4 Students pay no fee to be members of KCLSU; consequently, there are no rebates for choosing non-membership.
- 2.5 Students who exercise their right not to be a member of KCLSU will be entitled to make use of any of the services and facilities of KCLSU upon payment of the appropriate fee or charge for the service which shall not be higher than that charged to members of KCLSU and as further detailed in the KCLSU Articles.
- 2.6 Students who exercise their right not to be a member of KCLSU will not be entitled to do the following:
- Participate in the government, administration and management of KCLSU or any of its student activity groups including not being able to vote, hold office or nominate candidates for posts.
  - Represent KCLSU on any College committee
  - Represent KCL or KCLSU in any competitive sport
  - Join KCLSU ratified student activity groups
  - Book/hire the KCLSU's entertainment venues at a reduced fee
  - Be members of the National Union of Students and will forfeit any monetary or other benefits that would result from that membership

### 3. **CONSTITUTION AND PROCEDURES**

#### **Constitution and Articles of Association**

- 3.1 The conduct of KCLSU and the manner in which the requirements of the Education Act 1994 will be met are detailed in the governing documents of KCLSU as approved by the Council (or in the case of bye laws, by the Returning Officer on behalf of the Council). The Articles of Association, comprising KCLSU's constitution, will be reviewed by KCLSU Board of Trustees and the Council every five years, or more frequently if required by the Council, KCLSU or legal obligation.
- 3.2 Copies of the governing documents will be made available for inspection by any member of the College in hard copy in KCLSU offices, in designated College offices, in designated College Libraries, and online through the KCLSU website.

#### **Elections and governance**

- 3.3 Provision in the governing documents, as required by the Education Act, has been made concerning the following:
- 3.3.1 Elections to prescribed KCLSU positions of office shall be by secret ballot according to the provisions of the KCLSU governing documents, which provide that all full members of KCLSU are entitled to vote. Every full member is entitled to one vote.
- 3.3.2 The College will agree with KCLSU the appointment of an independent returning officer to ensure that elections are fairly and properly conducted as defined in the Articles.
- 3.3.3 Reports by the Returning Officer will be made to the Council and to KCLSU.

- 3.3.4 No student may hold the position of Sabbatical Trustee, as defined in KCLSU's governing documents, for more than two years.

#### **Affiliations**

- 3.4 KCLSU will comply with the detailed requirements of the Education Act concerning affiliations to external bodies, in particular giving due notice of any decision to affiliate, reporting on affiliations and reviewing them. Details of external affiliations (including a list of each organization to which the KCLSU was affiliated and the amount paid to the organization by way of subscriptions or similar fees and donations in the past year) shall be published in the KCLSU's Financial Reports. The KCLSU Trustee Board will review all external affiliations during the course of preparing its annual budget and make recommendations concerning continuation or otherwise of each affiliation for consideration at the Annual General Meeting. During the required period of notice for the meeting, a written requisition may be made by not less than 5% of the full members requiring that affiliation to any particular organisation be decided upon by secret ballot in which all members are entitled to vote.

#### **4. FINANCES**

- 4.1 Financial Reports of KCLSU will be published annually and made available to members and the Council. The Report will contain a list of external organisations to which donations have been made in the period to which the Report relates and details of those donations. The Report will be available for inspection in hard copy at the KCLSU offices, posted on the KCLSU website and made available at the KCLSU Annual General Meeting.
- 4.2 The procedures for allocating resources fairly to KCLSU student activity groups will be incorporated as regulations approved by the KCLSU Trustees or designated sub-committee and circulated to student activity groups, posted on the KCLSU website, made available at the KCLSU Annual General Meeting and be available for inspection in hard copy at the KCLSU offices.
- 4.3 The regulation of the financial affairs of KCLSU is detailed in the governing documents. Responsibility is vested in the KCLSU Trustees and/or a sub- committee appointed, and/or a financial expert, as defined in the Articles on behalf of the KCLSU Trustees who will propose an agreed budget for consideration annually by the Trustees and, after its consideration, by the Honorary Treasurer on behalf of the Council.
- 4.3.1 KCLSU will keep proper accounts and accounting records and maintain a sound system of internal financial management and control. KCLSU will plan and conduct its affairs so as to ensure that its total income, is at least sufficient, taking one year with another, to meet its total expenditure and that its financial solvency is maintained.
- 4.4 The activities of KCLSU will be subject to the College Internal Auditors as appropriate. External Auditors appointed by KCLSU after approval by the Audit, Risk and Compliance Committee of the KCLSU Trustee Board will audit the accounts of KCLSU on an annual basis and the audited accounts presented to the KCLSU Trustees. They will be available for inspection by members in the KCLSU office.
- 4.5 KCLSU will not incur expenditure or take any action, which is inconsistent with the law relating to charities. In general, expenditure is proper if it can be said to be consistent with KCLSU's objects in the Articles.

4.6 Before entering into any borrowing agreements, lease agreements or guarantees or indemnities that may incur contingent liabilities KCLSU will first obtain the approval of the College's chief financial officer.

4.7 It is the responsibility of the KCLSU Trustees to ensure that adequate insurance cover is maintained for all aspects of the business. The exception to this is insurance cover for buildings which is the responsibility of the College.

## 5. **COMPLAINTS PROCEDURE UNDER THE EDUCATION ACT**

Complaints by any student in relation to their dealings with KCLSU or in relation to any claim of unfair disadvantage if a student has exercised their right not to be a member of KCLSU will be dealt with in three stages:

- i) By the internal complaints procedure published by KCLSU.
- ii) If the student is still dissatisfied, jointly by a panel nominated by the President and Principal of the College.
- iii) If the student is still dissatisfied, by reference to an independent person appointed by the College Council.

## 6. **FREEDOM OF SPEECH**

6.1 The College has approved policies on Freedom of Speech issued in pursuance of the College's duties under the Education Act (No. 2) 1986 to ensure that freedom of speech within the law is secured for members, students and employees of the College and for visiting speakers.

6.2 Details of these documents are on the College website and will be made available by KCLSU to those student activity groups wishing to organise meetings on campus. The conduct of meetings will be governed by these and other College policies and regulations.

6.3 Bookings by student activity groups must be made in accordance with the College's Student Room Booking Policy.

## 7. **REQUIREMENT OF CHARITY & COMPANY LAW**

7.1 KCLSU is governed by the law relating to charities, in particular charitable companies limited by guarantee. In particular, whilst it may spend money on political debate, it may not support political or other causes except in line with the Charity Commission's guidance on Students' Unions. This does not prevent student members from collecting and raising funds privately for the support of any lawful cause.

7.2 In consultation with the College, KCLSU will publish information on restrictions imposed on KCLSU's activities by the law relating to charities and limited companies through the KCLSU website and additional channels as appropriate.

## 8. **PUBLICATION OF THIS CODE OF PRACTICE**

8.1 This Code of Practice, as amended from time to time by the College in consultation with KCLSU, will be published on the College's website and brought to the attention of students through the annual enrolment process.

**MOU – KCL and KCLSU**

**APPENDIX 3**

**Heads of Terms for Responsibilities for the Students’ Union in relation to Estates matters.**

<b>Building fabric, equipment and services</b>	<b>Responsibility</b>	<b>Funding</b>
Building maintenance (Long term and day to day)	KCL	KCL
Alterations and improvements to the building fabric and services	KCL	KCLSU or KCL by agreement
Sports grounds and equipment	KCL	KCL
Students’ Union equipment	KCLSU	KCLSU
<b>Utilities</b>		
Heat, light, power, water, sewerage	KCL	KCL
<b>Insurance</b>		
Buildings and contents	KCL	KCL
Business Interruption; Public Liability / Employers Liability and all other insurances	KCLSU	KCLSU
<b>Repairs</b>		
Resulting from events such as storm damage and flood etc	KCL	KCL
Resulting from any damage to the building fabric and services caused by students in KCLSU managed premises and in events organised by KCLSU in other premises	KCLSU	KCLSU
<b>Redecorations</b>		
Normal maintenance cycle	KCL	KCL
Extra redecorations outside normal maintenance cycle	KCLSU	KCLSU
<b>Security</b>		
Access Control Systems; Security Patrols	KCL	KCL
Event security	KCLSU	KCLSU
<b>Fire Alarm Systems</b>	KCL	KCL
<b>Cleaning – (including janitorial supplies)</b>		
Strand ; Guys; (KCLSU occupied areas)	KCLSU/KCL	KCLSU/KCL
Waterloo (KCLSU occupied areas)	KCL	KCL
Windows – All Campus and as part of normal cycle	KCL	KCL
<b>Windows</b> - outside normal cycle	KCLSU	KCLSU
<b>Telephones</b>		
Rental of phones on College system	KCL	KCLSU
Calls and other charges	KCLSU	KCLSU
Data Points	KCL	KCLSU
<b>Furniture</b> – (KCLSU occupied areas) replacement, repair, renewals.	KCLSU	KCLSU
<b>Postage / Mail</b>	KCL	KCLSU
<b>Capital Projects</b>		



<b>Compliance testing</b> – electrical equipment (EET/PAT testing), gas safety and other equipment safety inspections and compliance (subject to KCLSU updated asset register)	KCL	Note: KCLSU has historically been responsible for electrical equipment and gas safety compliance tests. Under agreement with KCL Estates and Facilities for 2023-24, this responsibility is passed to KCL for all compliance testing to be aligned.
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## APPENDIX 4

### King's College and King's College Student Union

#### Summary Schedule of Space Occupied

Campus	Building	Floor	Area (m <sup>2</sup> )
Denmark Hill	Student Social Space - <i>with effect from 19 July 2018</i>		238.00
Guy's Campus	Old Guy's House East Wing	Basement	360.00
		Ground Floor	323.80
	Old Guy's House West Wing	Ground Floor	604.30
	Shepherd's House	Ground Floor	21.20
Strand Campus	Bush House - Centre Block	Ground Floor	90.84
	Bush House - South East Wing	Undercroft	476.00
		Ground Floor	439.20
		Seventh Floor	620.60
		Eighth Floor	546.00
	Macadam Building	Basement 3	18.60
Philosophy Building	Ground Floor	93.60	
Waterloo Campus	Franklin Wilkins Building	First Floor	58.50
Total			3,890.64

## APPENDIX 5

### King's College London

#### **Memorandum of Understanding between King's College London (King's) and (KCLSU) - Health & Safety Issues**

##### **1. Introduction**

- 1.1 KCLSU, established by the Charter and Statutes of King's College London, operates under governing documents ultimately approved by the Council. The Council also exercises some control over the management of KCLSU finances in accordance with the Education Act 1994 Section 22. KCLSU is a constituent part of the College. As such, KCLSU is responsible to the College for the employment of its staff, the purchase or supply of goods and services, compliance with health and safety legislation and activities organised or supervised by KCLSU or its student activity groups.
- 1.2 Staff employed by KCLSU are responsible to the relevant line managers of KCLSU and through those managers to the CEO of KCLSU and finally to the Trustees and they have no line management connection with the College. KCLSU is responsible to the College for its employees and those affected by its activities under employment law and health and safety legislation.
- 1.3 KCLSU is responsible to the College under the Health and Safety at Work Act 1974, Section 3, for the safety of persons not in its employment, including students, in relation to risks inherent in its activities. Further, the Health and Safety at Work Act, Section 4, imposes duties on persons who control, to any extent, premises used for any trade business or undertaking to ensure their safe use by persons who are not employees.
- 1.4 The Management of Health and Safety at Work Regulations 1999 require that where two or more employers share a workplace (either on a permanent or temporary basis), all involved have to co-operate and co-ordinate their activities to ensure that all their health and safety obligations are met. KCLSU and King's are committed to working together to ensure so far as reasonably practicable, the health, safety and welfare of their respective students and employees and others including patients, visitors and temporary workers.

##### **2. Premises occupied by KCLSU**

- 2.1 General responsibility for providing and maintaining College premises made available wholly or partly for use by KCLSU shall be the responsibility of the College as employer and controller of premises made available to non-employees. The College shall undertake such maintenance, servicing and repair of the building structure, fabric, furnishings and fixed plant and services as is reasonable and in accordance with legal obligations.
- 2.2 KCLSU shall make no alteration, addition or undertake repair of premises or services, etc. or materially change the use of any building without the express approval of the College through the Director of Estates and Facilities. H&SS may be consulted regarding proposed changes but does not formally approve. Approval responsibility lies with the Executive

Director of Estates & Facilities who has strategic and operational responsibility for the estate.

- 2.3 Contractors employed by KCLSU to undertake construction work shall satisfy the [College's criteria](#) for competence and comply with plans and method statements approved by the Director of Estates and Facilities, College Safety Officer or their nominated representatives.
- 2.4 KCLSU shall cooperate with health and safety instructions issued by the College from time to time, regulating the use of its premises.
- 2.5 KCLSU shall report to the relevant Director of Estates and Facilities representative defects or damage to buildings and property belonging to the College. Such reporting from KCLSU will be directly by email to the Executive Director of Estates and Facilities by the KCLSU Head of IT and Facilities, or designate. All defects or damage will also be reported by KCLSU using the KCL Accident Management System.
- 2.6 KCLSU shall give reasonable access to members of the College for the purpose of any inspection, testing or maintenance of the building structure, fixtures, furnishings, fixed plant and equipment.
- 2.7 KCLSU shall ensure suitable emergency arrangements, e.g. fire evacuation or first aid is in place. Unless otherwise stipulated, such arrangements shall comply with, and where appropriate, utilise, College arrangements and protocols.

### **3. Activities organised or supervised by KCLSU including sporting and other recreational activities**

- 3.1 KCLSU shall be responsible for providing and ensuring adequate health and safety standards for activities including day-to-day operational business, including entertainment license requirements, recreational, social and sports events organised or supervised by KCLSU or its staff and/or Trustees. KCLSU shall ensure compliance with any relevant statutory health and safety legislation as both an employer and, to some extent, controller of the premises wherein the events are undertaken and to discharge its general duty of care to those involved or affected by those events.
- 3.2 KCLSU shall ensure that any equipment that it provides, or is provided by any constituent student activity group, for the various activities and functions is safely used, stored and maintained. Where that equipment is fixed or connected, whether permanently or temporarily to any College premise, structure or service; its installation and use shall be approved by a nominated representative of the College and comply with any relevant National or KCL Code of Practice.
- 3.3 KCLSU shall have adequate employer and public liability insurance unless cover is provided under the College's general insurance provision.

### **4. Health and Safety**

- 4.1 KCLSU's Trustees or delegated sub-committee are responsible for health and safety matters in KCLSU and will have the same delegated responsibilities in this respect as those defined in the College Health, Safety and Welfare Policy document for a Head of

Faculty/Department and as detailed in this Memorandum of Understanding between the College and KCLSU on the Health and Safety issues.

- 4.2 The Chief Executive, for reasons of continuity, will be the Departmental Safety Officer for KCLSU advising the Trustees and/or delegated sub-committee as appropriate. The KCLSU Chief Operating Officer is the KCLSU Health & Safety Lead with day-to-day management delegated to the KCLSU Health & Safety Officer.
- 4.3 KCLSU shall maintain a relevant sub-committee chaired by a Trustee with delegated powers over Health and Safety matters. Its remit will involve advising the KCLSU Trustees on such matters as affect the safety of students and others on KCLSU premises, in other facilities managed by the KCLSU, at student functions and events elsewhere, and ensuring the safety of equipment owned by KCLSU and its student activity groups wherever located. The sub-committee will make regular reports to the KCLSU Trustees and to the College Health and Safety Management Group. One Officer Trustee, or delegate (usually the KCLSU Chief Operating Officer who is the Health & Safety Lead), will represent KCLSU on the College Health and Safety Management Group. King's Director of Health and Safety Services will represent the College at KCLSU Health and Safety Committee as and when required.
- 4.4 KCLSU Trustees or delegated sub-committee will appoint an appropriate Trustee or member of KCLSU Staff to liaise with the College on health and safety matters.
- 4.5 KCLSU shall issue safety rules and procedures regulating the use of premises by its members and constituent student activity groups and require that individual student activity group leaders are aware of, and give effect to, health and safety standards or guidelines relating to their activities. These rules shall be subject to review by the College's Health and Safety Officer at a mutually agreed period.
- 4.6 KCLSU shall report accidents including personal injury involving staff, students or visitors and specified dangerous occurrences using the KCL Accident Management System in accordance with the College's incident reporting arrangements. Any serious incidents, requiring the attendance of emergency services, will also be reported directly to the Director of Estates and Facilities and/or the Assistant Director of Student Conduct and Appeals. All incidents and accidents, together with actions taken and mitigations to prevent recurrence (where possible), are also recorded in the KCLSU's incident management log.
- 4.7 The College's Health and Safety Services shall co-operate and co-ordinate with KCLSU in meeting its legal obligations and guidance on College Health & Safety policy.

## **5. Monitoring and Assurance**

- 5.1 Different areas of practice will be monitored and audited as specified in either KCLSU or King's applicable associated procedures.
- 5.2 To provide overall assurance of compliance and to give effect to Regulation 11 of the Management of Health and Safety at Work Regulations, this MOU will be monitored by King's Health & Safety Services (H&SS) and KCLSU Health and Safety.
- 5.3 Information regarding pre-arranged visits by enforcing authorities and subsequent reports must be communicated to the other organisation where both organisations' activities may be affected.

## Appendix 6

# Data Sharing Agreement between King's College London and King's College London Students' Union

### 1. Overview

This Agreement between King's College London (KCL) and King's College London Students' Union (KCLSU) sets out the basis upon which Personal Data held by KCL will be shared with KCLSU, Personal Data held by KCLSU will be shared with KCL and the obligations of both parties.

Students agree to a declaration on enrolment at KCL that they have read KCL's student data collection notice, which states that KCL will transfer relevant Personal Data to KCLSU. All students at KCL are automatically entitled to membership of KCLSU and to benefit from KCLSU's services. Consequently, KCL believes that the routine transfer of Personal Data to KCLSU is in students' best interests and is unlikely to cause any prejudice to their rights, freedoms or legitimate interests. As well as receiving data on its members, KCL recognises that KCLSU also needs to receive details of students who have opted out of membership of KCLSU so that KCLSU can determine which students are eligible to benefit from the privileges, services and facilities provided to members.

Students agree on joining a KCLSU club or society that limited membership information may be passed to KCL in order to form part of the student's Higher Education Achievement Report (HEAR).

KCLSU is a registered charity and a company limited by guarantee. Compliance with appropriate statutes requires KCLSU to maintain a membership list for use in calling members for Annual General Meetings / Extraordinary General Meetings. Data from this list is also required by the elected Officers of KCLSU and Staff in other departments, especially but not restricted to those supporting students, to enable them to operate effectively. Both KCL and KCLSU are registered as Data Controllers with the Information Commissioner's Office and have Data Protection policies available for reference on their respective websites.

<https://www.kcl.ac.uk/policyhub/data-protection-policy-2>

<https://www.kclsu.org/about/kclsu/data/>

For the avoidance of doubt, this Agreement does not constitute a contract between a Data Processor and a Data Controller under Article 28 (3) of the UK GDPR. Subject to the terms of this Agreement, KCLSU and KCL shall be the Data Controller for all Personal Data transferred to them by the other party under this Agreement. Where used in this Agreement, the terms 'Personal Data', 'Data Processor' and 'Data Controller' shall have the meanings assigned to them in the UK GDPR and Data protection Act 2018.

Any question of interpretation or dispute relating to this Agreement shall be referred, in the first instance, to the Data Protection Officer at KCL (on behalf of KCL) and the Chief Operations Officer (COO), or other delegated by the KCLSU Chief Executive, (on behalf of KCLSU) who shall seek in good faith to resolve the question of interpretation or dispute.

Should they fail to do so within a reasonable period, the matter may be referred by either party to the Director of Students and Education (on behalf of KCL) and the Chief Executive of the KCLSU to consider and resolve.

### 2. How Students' Personal Information will be used by KCLSU

Personal Data transferred from KCL to KCLSU shall be used by the KCLSU for the following purposes:

- Verification of student's identity
- Administration of elections
- Administration of clubs' and societies' memberships

- Administration of ticket sales
- To allow email, SMS and MMS communication between KCLSU and its members
- To allow email, SMS and MMS communication between its clubs' & societies' members where no email addresses / phone numbers are visible to the sender (sender: President, Student officers or other official of the club/societies)
- To ensure KCLSU is adhering to all its contractual and legal obligations.
- To ensure equal provision of KCLSU services and products to all KCL students.

Additional purposes may be added to this list from time to time by agreement between the Data Protection Officer at KCL and the Chief Operating Officer at KSLCU. As indicated in Section 1, a limited set of data on students' club and society membership will be transferred from the KCLSU to KCL for the purpose of updating students' HEAR.

### **3. Restrictions on the Use of Information**

Personal Data provided by KCL to KCLSU shall not, without the express consent of the individual concerned, be used for the purpose of marketing services provided by organisations or individuals other than KCLSU.

KCLSU may in the course of normal operations provide Personal Data to a third party in order that they may provide services to KCLSU as a Data Processor. KCLSU, as the Data Controller, shall be responsible for ensuring that the requirements of the UK GDPR are met, including ensuring that a suitable contract is in place with the Data Processor and that the Data Processor provides a level of data security sufficient to ensure compliance with the UK GDPR and relevant UK data protection legislation.

Anonymised statistics derived from the transferred data may be compiled by KCLSU staff and may be sent to principal funders and partners inside KCL as well as third parties from whom funding is being sought to support student activities.

KCLSU may release information when required to do so by law or when required for compliance with any legal obligation (other than one imposed by contract) or a court order. Personal Data may also be used by KCLSU for contacting students or their dependents in an emergency.

### **4. Data to be Transferred to KCLSU**

The following Personal Data shall be routinely transferred from KCL to the KCLSU:

- Full name
- Chosen name (if different)
- Date of birth
- Gender
- Nationality
- International student? (YES/NO) (based on fee status)
- Postal address
- KID (King's ID)
- Opt out of KCLSU membership (YES/NO)
- Student number
- University email address
- Opt out of email contact (YES/NO)
- Course name
- Course code
- Course faculty and/or department as appropriate
- Campus (on the acceptance that this is course related and not timetable related)
- Course end date • Course level (e.g. UG or PG)
- Mode of attendance (e.g. FT or PT, any other mode such as distance learning which may apply)
- Widening Participation status
- Ethnicity
- Disability

### **Additions & deletions**

Additions or deletions from this list may be made from time to time by agreement between the Data Protection Officer at KCL and the Chief Operating Officer, or other delegated by the Chief Executive, at KCLSU.

## **5. Data to be Transferred to KCL**

The following Personal Data shall be routinely transferred from KCLSU to KCL:

- KID (King's ID)
- Full name
- K Number
- Organisation name (of club or society)
- Grouping name (typically membership type such as Treasurer or President)
- Effective date
- Expiry date

### **Additions & deletions**

Additions or deletions from this list may be made from time to time by agreement between the Data Protection Officer at KCL and the KCLSU Director of Communications, Marketing & Data .

Where a student has requested to opt out of data being shared with KCL, KCLSU shall ensure that this data is not transferred.

The Personal Data listed in sections 4 and 5 will be updated via secure mechanisms and at frequencies to be agreed between KCLSU IT and KCL Student Records departments. It is understood that as technology and best practice guidelines evolve, the methods of data transfer may change without any variation to the underlying data or intended usage. Where one party is provided with updated data, or is notified that a student's Personal Data has changed, the other party shall implement such updates and changes promptly and without undue delay.

## **6. Security**

KCL and KCLSU shall ensure that its staff, agents and contractors:

- implement appropriate technical and organisational measures to protect the Personal Data transferred under this Agreement against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- take reasonable steps to ensure the reliability of staff, agents and contractors who may have access to the Personal Data transferred under this Agreement;
- not transfer Personal Data outside the European Economic Area (EEA) without adequate safeguards
- comply with the provisions of the UK GDPR and Data Protection Act 2018 in all other respects with regard to Personal Data transferred under this Agreement.

## **7. Student Opt Out Rights**

KCL shall notify KCLSU of students who have opted out of membership with KCLSU in accordance with the College's Education Act 1994 Code of Practice. Where a student has opted out of membership with KCLSU, KCLSU shall ensure that Personal Data transferred under this Agreement is only processed for the purposes of determining the student's eligibility for the privileges, services and facilities pertaining to membership of KCLSU (including whether the student should pay a fee for using the services of KCLSU), and for no other purposes.

KCLSU shall notify KCL of students who have exercised their right to opt out of membership of KCLSU via request to the President of KCLSU.



## **8. Rights of individuals**

KCLSU and KCL shall be responsible for responding to data subject access requests and other requests that fall under the UK GDPR and Data Protection Act 2018 with respect to Personal Data transferred to each party under this Agreement.

## **9. CCTV Footage**

KCL and KCLSU may provide each other with copies of CCTV footage on an occasional and ad hoc basis where this is necessary for maintaining a safe environment in the premises provided by KCL to KCLSU or for ensuring compliance with either party's regulations and policies (including use in disciplinary proceedings).

KCL and KCLSU may also establish arrangements for the joint monitoring of CCTV systems belonging to either party to facilitate a safe environment on the College's campuses and to ensure compliance with each party's regulations and policies. Where one party is granted access to a CCTV system belonging to the other party, the party granted access shall ensure that its monitoring activities comply with its own CCTV Policies and the requirements of the UK GDPR and Data Protection Act 2018.

## **10. Retention of Information**

KCL and KCLSU shall not retain Personal Data transferred under this Agreement for any longer than is necessary and in keeping with respective privacy policies and retention schedules.

## **11. Indemnity**

Each party shall indemnify the other and keep the other indemnified against all direct, indirect and consequential losses or claims, demands, actions, proceedings, damages, costs or other liabilities without limitation and legal and other fees arising out of the failure by the indemnifying party to perform its obligations under this Agreement.

## **12. Jurisdiction**

This Agreement shall be governed by and construed in accordance with English Law. The English Courts shall have exclusive jurisdiction to settle any dispute arising out of, or in connection with, this Agreement in the event that the parties are unable to settle the dispute amicably according to the process set out in Section 1. If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend the Agreement to give effect to the stricken clause to the maximum extent possible.

## APPENDIX 7

### Table of Escalation

The below table indicates escalation contacts at King's for KCLSU activity.

<b>Area of Escalation</b>	<b>King's Contact</b>
Finance	Vice President (Finance)
Governance	College Secretary
Estates	Executive Director of Estates & Facilities
People	College Secretary
Elections	College Secretary
IT	Executive Director of Estates & Facilities
Data	Data Protection Officer
Health and Safety	Director of Estates & Facilities
Risk	Deputy College Secretary & Chief Compliance Officer
Media	Director of Corporate Communications
Complaints	Associate Director, Student Conduct & Appeals
Trading Activities	Vice President (Finance)/Senior Vice President (Operations)