

THE UNIVERSITY OF BUCKINGHAM STUDENTS' UNION CONSTITUTION

CLAUSE 1 – NAME OF THE UNION

The name of the Union shall be the University of Buckingham Students' Union and hereinafter referred to as the 'Union'.

CLAUSE 2 – OBJECTIVES

1. The objectives of the Union shall be charitable and in accordance with the Royal Charter and Statutes of the University, and shall include:
 - a. furthering the educational purposes of the University of Buckingham (henceforth referred to as the University), including representation on University committees
 - b. promoting the general welfare of the student community of the University.
 - c. encouraging the participation of students in all aspects of University life, including sports, social activities and societies.
 - d. engage, where appropriate, in commercial activities to raise funds for the Union.
2. The Union shall pursue the above objectives in accordance with the provisions of the Equality Act 2010 and will propagate the said objectives using lawful means.
3. The management of the Students' Union shall be performed in accordance with the recommendations of the Nolan Committee on standards in public life, which are appended to this Constitution.

CLAUSE 3 – MEMBERSHIP

1. Subject to Clause 6 below, registration as a student of the University shall automatically confer upon a student full membership of the Union as an ordinary member.
2. All other members of the University shall be associate members of the Union for the purpose of the Bar, social and sporting facilities. An associate member shall enjoy all the rights and privileges of an ordinary member,

except that he/she may neither vote in Union elections nor hold office in the Union.

CLAUSE 4 – RIGHTS OF MEMBERS

1. A member shall have the right to:
 - a. stand for and, if elected, to hold an executive office in the Union and to vote in all elections of officers, notwithstanding that the member is a candidate.
 - b. be given a hearing by the Executive Committee on any matter which concerns him/her and which has been notified to the Executive Committee in advance. The Executive Committee shall hold such hearing within fourteen days of such notification.
 - c. attend, speak and vote at a Bi-Annual General Meeting (hereinafter B.G.M.) or Extraordinary General Meeting (hereinafter E.G.M.).
 - d. use all the Union facilities, although, subject to Clause 6, all or any of these rights may be withdrawn from any particular member by the Executive Committee, on the grounds stated in Clause 6, provided that such a member has right of appeal to an ad hoc committee as stated in Clause 6.
 - e. such other rights as shall be conferred by an E.G.M. or B.G.M.

CLAUSE 5 – CESSATION OF MEMBERSHIP

1. Membership of the Union shall cease:
 - a. on the last day of the University term during which the member terminates his/her studies or
 - b. throughout any period in which a student is suspended from the University except that the Executive shall reserve the right to grant continued membership to any member whose suspension is disputed by the Union.
 - c. on expulsion from the Union in accordance with Clause 6.

CLAUSE 6 – SUSPENSION AND EXPULSION FROM THE UNION

1. Members must conform to a reasonable standard of behaviour and avoid any conduct likely to bring the good name of the University into disrepute or which is likely to be vexatious.

2. Any member whose conduct is found to be in breach of the General Regulation 7 of the University shall be subject to the following proceedings, which may result in suspension or expulsion from the Union.
3. Where two-thirds of the members present at and voting at a B.G.M. or E.G.M. vote for the suspension or expulsion of a member, that member shall be suspended for such periods as specified, or be expelled in which case such person shall cease to be a member of the Union.
4. Before a member is expelled, such member shall be asked to show why he/she should not be expelled. He/ She shall have the right to put his/her case to the B.G.M. or E.G.M. orally and in writing and to be represented. Such a member shall be given, in writing, seven full days notice of the B.G.M. or E.G.M. and, at the same time, full notice in writing of the alleged misconduct. The member shall be notified in writing of the decision of the B.G.M. or E.G.M.
5. A member who has been suspended or expelled shall have the right of appeal to an ad-hoc Committee consisting of three persons of whom one shall be nominated by the member, one nominated by the Executive Committee and one shall be an independent arbiter appointed by the Vice Chancellor. The independent arbiter shall be legally qualified, whether academically or professionally within the University. The decision of the Committee shall be final.

CLAUSE 7 - BI-ANNUAL GENERAL MEETING

1. The work of the Union shall be under the direction and control of the Students' Union Executive working under the general policies set by the B.G.M.
2. Any policy adopted at a Bi-Annual General Meeting of the Union shall be binding upon the Union, the Executive, all other committees, clubs and societies and all members of the Union.
3. Decisions at these meetings shall be taken by secret ballot and a simple majority shall suffice except for a proposal to amend the constitution for which the provisions of Clause 16 shall apply.
4. Every member present at the B.G.M shall be entitled to one vote upon any motion, and in the event of an equality of votes, the resolution shall be declared lost.

5. The quorum for a General Meeting of the Union shall be set at the capacity of the largest formal meeting space on campus e.g. a lecture theater. However, it is a requirement that the entire membership be given the opportunity to vote on an issue before it can be passed. No business shall be transacted in a non-quorate meeting.
6. The business of the B.G.M. shall be:
 - a. to approve the minutes of the previous B.G.M.;
 - b. to consider and adopt the report of the Executive, covering the work and progress of the Union during its term of office together with a financial statement;
 - c. to decide upon on any resolutions which may be duly submitted to the B.G.M. as provided in sub-Clause 8 of this Clause;
 - d. to decide what measures shall be taken in the furtherance of the objectives of the Union;
 - e. to transact any other business or pass resolutions and/or declarations proposed by the Executive;
 - f. to receive notice of the auditor appointed by the University
7. At least three term weeks before the date fixed for the B.G.M. the Secretary shall inform all members in a manner prescribed by the Executive, the date fixed for the B.G.M. and draw their attention to sub-Clause 8 of this Clause.
8. Any member desirous of moving any resolution at the B.G.M. shall give notice thereof in writing to the Secretary not less than one term week before the date of the B.G.M. and such resolution shall be seconded by at least five other members of the Union.
9. The Secretary shall cause to be posted on the Union notice board at least three term days before the B.G.M. a notice containing the business to be transacted at the B.G.M. The Secretary shall publicise this material with regards to regulations provided in the Annex.
10. At the B.G.M. the President of the Union or in his/her absence the Vice-President shall take the chair. In the unavoidable absence of both the President and Vice-President the chair shall be taken by a member of the Executive agreed by the members.

CLAUSE 8 – EXTRAORDINARY GENERAL MEETING

1. An Extraordinary General Meeting may be convened by:

- a. the President
 - b. the Executive, by resolution of the Executive; or
 - c. at the signed request of at least 10 % of the total membership of the Union and such a signed request shall state the business to be transacted.
2. Notice of an E.G.M. shall be displayed on the Union notice board not less than three week days before the date fixed for the E.G.M. and shall state the subject or subjects to be discussed at the E.G.M.
 3. The quorum for the E.G.M. shall be set at the capacity of the largest formal meeting space on campus e.g. a lecture theater. However, it is a requirement that the entire membership be given the opportunity to vote on an issue before it can be passed.

CLAUSE 9 – EXECUTIVE COMMITTEE

1. The Executive Committee will consist of a sabbatical President & Vice President supported by a team of voluntary officers the size and make of which shall be decided by the outgoing Executive team each year and approved at their final BGM. It will also include a Sports Representative, elected by the Buckingham Sports Union in accordance with their Constitution.
2. The four posts will be elected by the Students' Union as a whole and elections will be held for the posts.
3. Any Member found liable of Academic Misconduct by the University shall, on receipt by the Student Union Office of formal notice of the finding, be required to resign immediately.

CLAUSE 10 – DUTIES AND POWERS OF THE EXECUTIVE COMMITTEE

1. To present to the B.G.M. a report covering the work and progress of the Union during its term of office together with the audited Financial Statement of Accounts duly audited by the internal and external auditors appointed by the University.
2. To propose to the B.G.M. such amendments to the Constitution as may be deemed necessary and to submit to the B.G.M. such resolutions and declarations as it may deem necessary. The outcomes of any such resolutions are subject to the approval of Senate.

3. To uphold the Constitution of the Union, to promote its aim and to take any action it deems necessary for such purposes.
4. The Executive shall establish clubs and societies, having objectives within the overall objectives of the Union. Such clubs and societies shall remain within the overall control of the Union.
5. To maintain discipline in the Union and to make proposals to the B.G.M. for rules and regulations governing:
 - a. the appointment, duties and discipline of members; and
 - b. the functioning, financing, administration, discipline and dissolution of clubs and societies established under sub-CLAUSE 4 hereof.
6. To propose standing orders to govern the proceedings of the B.G.M., E.G.M., and also of any other Union meetings or gatherings, if and when necessary.
7. To advise the President or other officers in the conduct of the affairs of the Union.
8. To interpret the Students Union Constitution provided that any such interpretation may be challenged in accordance with the Appeals process.
9. Any member of the Executive Committee who fails to attend three consecutive meetings of the Executive Committee shall normally cease to be a member of the Executive Committee. However, this rule may be waived, on the motion of the Executive Committee, if a satisfactory explanation is given for the absences.
10. The Executive Committee shall normally meet at least once a week during term time and the quorum shall be half, plus one, of the full Executive. The President shall send out, or nominate another Executive to do so, the notices of a meeting together with an agenda at least two week days before the meeting.
11. At the request of the Executive Committee or the University, a joint meeting with University representatives will be held as soon as possible after the weekly meeting of the Executive Committee.
12. The financial responsibility of the Executive Committee shall be governed by Clause 12 below.
13. All officers shall take office for one calendar year at the end of the term in which they are elected. Sabbatical officers shall at this point pause their studies if they are part way through their course of study.

CLAUSE 11 – DUTIES OF OFFICE BEARERS

1. President
 - a. The President shall chair all meetings of the Executive Committee, the B.G.M. and the E.G.M.
 - b. The President shall have the right to call meetings of the Executive or E.G.M.
 - c. The President shall counter-sign all minutes of the meetings of the Executive Committee.
 - d. The President is the chief officer and spokesman for the Union.
2. Vice-President
 - a. The Vice-President shall have such duties as the President may delegate to him/her.
 - b. All duties, powers and responsibilities of the President shall, in his/her absence be delegated to the Vice-President.
3. Duties to be fulfilled by the voluntary team
 - a. The Secretary shall be responsible for summoning the B.G.M. and E.G.M. and all meetings of the Executive.
 - b. The Secretary shall conduct the correspondence of the Union under the direction of the Executive.
 - c. The Secretary shall keep minutes of the B.G.M. and E.G.M. and all meetings of the Executive. He/ She shall keep members fully informed of all important activities of the Union.
 - d. Shall be responsible for all the funds of the Union in accordance with Clause 12 below.
5. Student Representatives on Senate and Council
Undergraduate and Postgraduate representatives elected to Senate and Council by Student Union members shall attend meetings of the Executive Committee to consult with the Executive on matters of concern to students and to report back on the business of Senate and Council. For the avoidance of doubt the Representatives are not full members of the Executive and shall not speak or vote on financial, sporting or social matters.

CLAUSE 12 – FUNDING & CONTROL

1. The Union shall be awarded an annual grant by the University, to be paid in four equal amounts each of which will be transferred to the Union account by the end of the first week of each term.
2. The amount of the grant shall be determined annually by the University in consultation with the Union as part of the budgeting process.
3. Additional income may be derived as agreed by the Union Executive in line with policies in place at the time and providing that the objectives of which are not incompatible with the objectives of the Union:
 - a. from events, activities or memberships
 - b. from savings or income generating accounts
 - c. by donation from members and supporters
 - d. from commercial activities
4. Following consultation with the Union, the University will provide facilities and staff to support the Union to run effectively. The level of support and nature of facilities will be reviewed annually.
5. The funds of the union may be expended by the Executive Committee only in furtherance of the objectives of the Union and the interests of the student body as a whole. All expenditure must be approved in advance by the Executive Committee
6. The University reserves the right to monitor, review the nature and in the last instance refuse to authorize any such expenditure.
7. The Executive Committee shall agree the amount of funds devolved to clubs and societies and decide upon and agree the type of expenditure that shall be met from the funds of the clubs or societies.
8. The Union and its clubs and societies may only make charitable donations from funds provided by the University to UK Registered Charities. Such donations will not exceed £50 in the six-month's period of office of an Executive. This provision does not affect the ability of the union or clubs and societies to make donations from funds raised specifically for charitable purposes

9. All monies received or paid out by Clubs and Societies must be reported to the Executive and proper accounts submitted. Failure to comply with this policy may result in the dissolution of the Club or Society.
10. The Union (including its Clubs and Societies) may not make contracts for the supply of goods, services, exhibitions or shows or any other matter with members or students of the University or members of their families without the prior approval of the Director of the Student Union who may consult with the University Executive before granting or denying approval.
11. The Union (including its Clubs and Societies) may not make contributions, whether in cash or by provision of any subsidy or discount, towards the election expenses of any Candidate in a SU election.
12. The Treasurer shall be responsible for tabling a statement of accounts at least once per term at Executive Committee meetings and at the BGM. Accounts approved by the Executive Committee and/or the BGM shall be subject to audit by the University.
13. The members of the Executive shall be fully indemnified against, and shall not be held personally liable in respect of any action which they have taken or in respect of any document which they have signed on behalf of the union. provided that:
 - e. They were empowered to do so under any provisions of the Constitution;
 - f. That they were acting in good faith and in the best interests of the Union; and
 - g. That their actions were lawful

The cost of any insurance necessary shall be borne by the University.

CLAUSE 13 – AMENDMENTS TO THE CONSTITUTION

1. Amendments to the Constitution shall only be made at a BGM or EGM specifically called for that purpose.
2. Any proposed amendments to the Constitution shall be sent in writing to the Executive at least 28 days before the meeting.

3. The proposed amendments shall be circulated to all members at least fourteen days before the Bi-Annual General Meeting.
4. The quorum for a meeting to amend the Constitution shall be set at the capacity of the largest formal meeting space on campus e.g. a lecture theater. However, it is a requirement that the entire membership be given the opportunity to vote on an issue before it can be passed. The majority required for a constitutional change must be 75% of votes cast.
5. Amendments to the Constitution shall be approved in accordance with the Statutes of the University.

Election Rules

1. A permanent full-time employee of the University nominated by the SU Executive will be the Returning Officer and be charged with the conduct of Elections to the SU Executive and Societies.
2. S/he may empanel any member of the permanent Academic or Administrative staff of the University to advise and assist him/her. No student may be a member of the team managing or administering the election
3. All full elections will be held in accordance with the Election Timetable. Any casual vacancy arising before or during the first week of the second term of office of an Executive will be filled by election. After that time the post will remain vacant and its duties distributed between members of the Executive. Any such bye-election will be held expeditiously.
4. On the appointed date in accordance with the Election Timetable the Returning Officer will issue a Notice of Election setting out the date of election and calling for nominations by the due date. The Returning Officer will publish a Notice setting out the maximum amount of Election Expenses which may be incurred by any Candidate.
5. Provided that no student 'On Stop' may take any part in the election or the electoral process, any student may stand for election to elected office within the Student Union save that no student may hold elected office during the final two terms of his/her undergraduate career at the University. Nominations for office shall be made by a Nominator and eleven further students who shall together be known as Assenters. No student may

subscribe more than two Nomination Papers in any election. No student found guilty of Academic Misconduct shall be permitted to hold Office within the Union. The Returning Officer shall be responsible for ensuring compliance with these Rules and shall check eligibility with the Registry.

6. On the appointed date in accordance with the Election Timetable Nominations will close. No nomination may be accepted after that time and date.
7. On the appointed date in accordance with the Election Timetable a Statement of Persons duly nominated will be issued by the Returning Officer. The decision of the Returning Officer shall be final and shall not be liable to challenge. Persons duly nominated will be referred to as 'Candidates', will be bound by the Election Rules, and will then be permitted to campaign for election from the publication of the statement of persons nominated. The Returning Officer will issue a statement of invalid purported nominations together with the reason for their rejection.
8. On the appointed date in accordance with the Election Timetable' the Returning Officer will issue a Notice of Poll setting out the date and time for polling for contested seats. The polling day will be the appointed Wednesday and the Poll which shall be conducted by secret ballot shall take place between the hours of 12 noon and 6p.m.
9. The Returning Officer will declare any Candidate who is not opposed to be elected to the position for which s/he was nominated.
10. The Returning Officer will cause ballot papers to be printed containing the names and any description (such as the name of a slate) of Candidates for any contested seats. Where there are two such Candidates contesting any seat the subsequent poll will be conducted by First Past the Post otherwise a Supplementary Vote system will be used and the ballot papers prepared accordingly.
11. Where there are three or more such Candidates a Supplementary Vote System will be used whereby any Candidate gaining more than 50% of First Preference Votes will be Declared Elected; thereafter the two Candidates gaining the highest number of First preference Votes will have the Second Preference Votes of the other Candidates distributed amongst them

according to the Poll and the Candidate gaining the highest aggregate number of votes shall be elected.

12. The Candidates may attend at the opening of the Poll and may cast their vote at that time or may attend on one further occasion to cast their ballot and may attend at the close of Poll. No vote may be cast before the opening of the Poll or after the close of the Poll
13. No ballot may be cast otherwise than in person by a qualified elector who shall be issued with a ballot paper only after their name has been checked against the Electoral Roll. Identity of electors will be checked against a valid student card. A person who is not listed on the electoral roll may not vote.
14. It will be the responsibility of the elector to request a ballot paper.
15. At the close of Poll the votes cast shall be expeditiously counted. The Returning Officer will be responsible for the Count and the maintenance of good order; and may call upon the Security Staff to remove any person disrupting the Count
16. The Candidates and one supporter for each candidate may attend the Count and shall co-operated in maintaining good order in the Count. They may not touch any ballot paper.
17. The papers will first be counted face down to verify the number of votes cast.
18. The papers will be divided into piles for the respective candidates and counted.
19. Where necessary Second Preference Votes shall be aggregated with First Preference Votes
20. The decision of the Returning Officer as to the validity of any ballot paper shall be final with regard to the declaration of the number of votes cast and may only be challenged by a formal Election Challenge.
21. The Returning Officer will, at the conclusion of the counting of votes, declare the number of votes cast for each candidate for each position and will declare the candidate with the greater number of votes elected. In the event of a tie the Returning Officer will draw lots amongst the

candidates and will mark a ballot paper in favour of the person who draws the lot.

22. The Returning Officer will publish a Ballot Account
23. At the conclusion of the poll the voting materials (marked register, ballot papers etc) shall be collected together placed in separate sealed envelopes and retained for a period of 28 days after which the sealed envelopes will be destroyed unopened.
24. All Candidates will provide an account of their election expenses supported by receipts to the Returning Officer within seven days of the Declaration of the Result. "Election expenses" means money expended on leaflets, posters, telephone calls, texts, postings on social media etc. Election expenses may not include corrupt expenditure such as that spent on bribes or treating. The maximum expenditure allowed for a candidate in an election will be advised to Candidates by the Returning officer. No refunds of election expenditure will be permitted. No Candidate may receive funds from outside the University towards their election expenses
25. An Election Challenge may be brought by any student within twenty-one days from the Declaration of the Result. No challenge may be made by any other procedure.
26. Election challenges may only be brought on the following grounds
 - A] Exceeding election expenses or the receipt by a Candidate of funds from a prohibited source.
 - B] That the election should be avoided for personation within the meaning of s60 Representation of the People Act 1983
 - C] That a Candidate or Assenter to Candidacy made false and malicious personal statements within the meaning of s106 Representation of the People Act 1983 regarding another Candidate.
 - D] That a Candidate or Assenter to Candidacy did or attempted to bribe (under s 113 RPA 1983), treat (including by the provision of transport) (under s114 RPA 1983) or threaten, coerce or unduly influence (under s115 RPA 1983) any voter to give or withhold their vote to any candidate.
 - E] That a Candidate or his/her agent did or attempted to coerce or unduly influence, whether by fear or favour, any potential or actual candidate into

standing, not standing , or withdrawing from election, or did otherwise attempt to corrupt the free exercise of the franchise.

27. A challenge to an Election shall be heard by a panel chaired by the Registrar , two members of academic staff nominated by the Vice-Chancellor and two students nominated by the President of the SU. It shall decide on the balance of the evidence whether the election should be avoided under any of the grounds set out above. The panel may confirm or avoid the results of the election in whole or in part. The panel shall report its findings to the Senior Tutor who will make such further investigations as shall appear appropriate and who may take disciplinary proceeding against any student on the grounds that interference with an election on those grounds shall constitute misconduct or gross misconduct. If the Senior Tutor makes a finding of misconduct or gross misconduct any student judged liable shall, in addition to any other penalty, be prohibited from standing for election to, or holding any office in, the SU Executive.