

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

Effective date: 1 August 2025

Received and Ratified by KCLSU Trustee Board 16 July 2025

Received and Ratified by King's College Council 21 July 2025

Next Formal Review May 2026

Signed on behalf of King's College London by:

Signature:

Name: Professor Shitij Kapur

Position: Vice-Chancellor and President

Date:

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

Signature:

Name: Marcus Lee

Position: Deputy Chair of the KCLSU Board of Trustees

Signed on behalf of KCLSU Board of Trustees

Date:

Index of Contents

	Page
1	Definitions
2	Introduction
3	The Status and Relationship between KCLSU and The University
4	Management, Accountability and the Law
5	Allocation and Management of Student Areas
6	Rules Governing the Use of Space
7	IT/Telephone network
8	Finance
9	Trading Activities
10	Staff Matters
11	Complaints against KCLSU under the Education Act
12	Discipline
13	Media
14	Use of the University Crest and the “King’s College London” Trademark
15	Health and Safety
16	Communication with the University
17	Serious Incident Reporting
18	Reporting Requirements
19	Dispute Resolution
20	Status of this Memorandum

APPENDIX 1 Memorandum of Understanding – general policy of Council in relation to the exercise of powers under the KCL Charter

APPENDIX 2 Education Act 1994 - Code of Practice

APPENDIX 3 Head Terms for Responsibilities for the KCLSU in Relation to Estates Matters

APPENDIX 4 Summary of Schedule of Space Occupied

APPENDIX 5 Health and Safety

APPENDIX 6 Data sharing agreement between King’s College London and King’s College London Students’ Union

APPENDIX 7 Table of escalation

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

1 DEFINITIONS

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

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

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

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

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

“University officers” – “University officers” – the key University Officer is the Vice-Chancellor, who delegates authority as required

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

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

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

“KCLSU Trustee(s)” – the Officer Trustees, the Student Trustees and the Lay 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 University, 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.

“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

‘Membership of the Council’ - – The KCLSU President and Vice President Postgraduate are members of the Council for the duration of their respective terms of office. In this capacity, they provide the student voice within the University’s highest governing body, representing the interests and perspectives of the wider student community. Their role on the Council includes contributing to discussions, informing the Council members of relevant issues affecting students, and providing regular updates on KCLSU activities and student priorities.

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

“President” – the Officer Trustee elected by the members to be the President of KCLSU and Chair of the KCLSU Board of Trustees; also serves as a member of the Council.

“Vice President Postgraduate” – the Officer Trustee elected by the members to be the Vice President Postgraduate of KCLSU; also serves as a member of the Council, representing the interests of postgraduate students and contributing to the broader student voice at Council.

“Student Groups” – (SGs) - clubs, societies, campaigning groups, volunteering groups and networks and projects, representative associations, student media groups and other student groups as ratified within rules laid out in the governing documents of KCLSU and other documentation as decided by the Trustees from time to time;

“Vice-Chancellor” – the Vice Chancellor and President of KCL.

2 INTRODUCTION

- 2.1 Under the powers granted by the Articles, KCLSU is recognised by the University as the sole Students' Union of the University as defined in the Education Act 1994 (the Education Act).
- 2.2 KCLSU represents the students of the University. KCLSU exists to advance the education of students of the University as laid out by Article 2 (Objects) in the [Articles](#).
- 2.3 Unless other bodies or officers are specifically referred to below, the University 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 University so that a clear working relationship between the two is established.
- 2.5 The Council's aim is that this MOU will contribute to maintaining the excellent relationship between the University and KCLSU, and between Council, University officers and KCLSU Trustees which is in the interests of the University and of its students. The Council's further aim is that KCLSU will continue to contribute to the University Mission and strive for the degree of excellence in its activities which is an explicit part of the University Strategic Plan.
- 2.6 KCLSU's aim is that the University's agreement to this MOU will support the direction of, and support for, KCLSU as the representative body for student voice in the delivery and development of strategic plans agreed by the KCLSU Trustees, in line with charitable objects, including the delivery of the joint Relationship Agreement between KCLSU and the University.
- 2.7 Any changes to this document required to reflect the changing needs of the University or KCLSU shall be as a result of full consultation with KCLSU and the University as finally determined by the Council and KCLSU Trustees.
- 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 UNIVERSITY

- 3.1 The University is a corporation established by Royal Charter, a University and an exempt charity.
- 3.2 KCLSU is a company limited by guarantee and not having a share capital registered under company number 5762196. It is governed by the Articles. It is a registered charity with registration number 1136729.
- 3.3 KCLSU shall conduct and manage its own affairs in accordance with the Articles and such further governing documents as agreed by the Council (or under its delegated authority) and the KCLSU Trustees.
- 3.4 Under the Education Act, the University has statutory duties to ensure that KCLSU operates in a fair and democratic manner and that particular requirements in respect of KCLSU's finances, constitution, complaints procedure, and external affiliations are complied with.

- 3.5 The general policy of the Council in relation to the exercise of its duties under the Education Act 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.
- 3.6 In accordance with its statutory duties, 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.

4 MANAGEMENT, ACCOUNTABILITY AND THE LAW

- 4.1 The Vice-Chancellor has the discretion to confer student status on the Officer Trustees as defined in the Articles.
- 4.2 The Council has appointed the Executive Director of Students and Education or designate to oversee the electoral procedures of KCLSU. In accordance with the bye-laws a Returning Officer, independent both of KCLSU and the University shall be appointed annually by agreement between the University 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 observe the Charter, Statutes and Regulations of the University and to comply with all University 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. University officers will provide advice as necessary to facilitate compliance in the best interests of the University.
- 4.5 The KCLSU Chief Executive will immediately inform the University's 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 University.
- 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 University policies and procedures in accordance with [APPENDIX 6](#).

5 ALLOCATION AND MANAGEMENT OF STUDENT AREAS

- 5.1 The University will provide KCLSU with certain premises reasonably fit for the general furthering of its objects together with other areas in the University where KCLSU may carry out trading activities. The University is not bound to provide any fitting out of such space.

- 5.2 The University will endeavour to preserve the areas used for student activity. However, the University may, after consultation with KCLSU, having given a reasonable notice period which for the purposes of this MOU will be at least twelve months (unless changed by mutual agreement between the University and KCLSU) alter, withdraw or limit the use of such areas if it deems it reasonable to do so. In such cases, the University will use its best endeavours to find suitable alternative space within such reasonable notice period. Any requests by KCLSU, its Student Groups and other affiliated bodies, for the allocation or use of additional space in the University, which is not part of an academic department or listed at [APPENDIX 4](#), must be made through the President or KCLSU Chief Executive to the appropriate University officer, i.e. the Senior Vice-President (Operations) (or their appointee), as the Vice-Chancellor 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 University 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 University. Where the University and KCLSU jointly occupy buildings, the costs associated with such improvement and development works will be apportioned between the University and KCLSU on a mutually agreed basis, such as proportion of space occupied.
- 5.5 KCLSU and its Student Groups will be permitted use of other areas in the University by agreement and subject to availability for social, recreational, educational, cultural and sporting activities, such areas remaining the management responsibility of the University. Student Groups will complete the necessary forms, will adhere to KCLSU procedures for approving the booking of rooms and University procedures set out in the University'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 Groups, events that the general public will attend or external hire to outside organisations, the requirements of the [University's Code of Practice](#) for meetings held on University premises, this MOU and other relevant University 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 Groups are using other University 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 University. Therefore, access to and use of KCLSU facilities/venues by members of the public must 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 University when making use of licensed University 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 Groups and outside organisations on the understanding that they

abide by University policies, procedures and codes of practice. The University will from time to time review and determine those areas of the University 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 Groups are subject to controls on their use of space similar to those imposed on the University's faculties, schools and departments. In particular it is the responsibility of KCLSU to ensure that the premises allocated to it by the University are maintained in a safe and compliant state, operated in accordance with good practice, and Student Groups complete risk assessments for their events. KCLSU will ensure that all Student Group events that involve Visiting Speakers, will comply with [King's](#) and [KCLSU](#) Visiting Speakers Policies and that suitable and sufficient risk assessments are undertaken to ensure the safe operation of the events. KCLSU will ensure that the University'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 University space, the University 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 University'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 University'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 University. Permission of the University's Senior Vice- President (Operations) (or their appointee) shall also be required for any use of University accommodation for extra-Collegiate purposes.
- 6.3 Under no circumstances will KCLSU enter into an agreement to dispose of any interest in University premises (by lease, license or any form of agreement, written or verbal). The University 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 University's rules and procedures, including the University's Regulations on the Use of University 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 University officer, as decided by the Vice-Chancellor, to make the planning authority application.

- 6.6 As provided in the University's Regulations, the University may use accommodation allocated to KCLSU for examination purposes after due notice, and may use such accommodation for other University 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 University. If such use of allocated space will result in loss of income for KCLSU, the University 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 University 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 University 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 University'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 University 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 University'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 University which are used for student

activity, KCLSU shall not undertake or 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 Vice-Chancellor may designate.

- 6.8 KCLSU shall be responsible for notice boards at designated locations across the University'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 ratified Student Groups comply with the above rules.

Campuses	
Strand Campus – Main University 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

Halls of Residence	
Stamford Street	2 Boards
Great Dover Street	1 Board
Wolfson House	1 Board
KCH	1 Board

7 IT/TELEPHONE NETWORK

KCLSU agrees adhere to by the University's policies and procedures regarding the use of IT and telephone network.

8 FINANCE

- 8.1 The Council will supply KCLSU with a grant letter setting out the terms and conditions of any block grant to be provided by the University to KCLSU in any year for consideration and application by KCLSU Trustees in accordance with its charitable objects and governance responsibilities. The grant letter may include expectations relating to reporting, use of funds and sustainability actions and targets, which KCLSU will take into account when determining the application of the grant.
- 8.2 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 University's Chief Financial Officer and Vice-Chancellor (or other delegated Senior Vice Presidents) to review KCLSU financial affairs on a termly basis.
- 8.3 The Vice-Chancellor has a key role in the financial affairs of the University as a whole, including KCLSU. As the Accountable Officer under the University's conditions of registration with the Office for Students (OfS) the Vice-Chancellor is responsible and accountable to the OfS and ultimately to Parliament for ensuring that the uses to which the University 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 Vice-Chancellor in this respect.
- 8.4 The Council will supply KCLSU with a grant letter setting out the terms and conditions of any block grant to be provided by the University to KCLSU in any year for consideration and application by KCLSU Trustees in accordance with its charitable objects and governance responsibilities. The grant letter may include expectations relating to reporting, use of funds and sustainability actions and targets, which KCLSU will take into account when determining the application of the grant.
- 8.5 Subject to KCLSU's agreement and signature to the grant letter, the Council will award an annual grant to KCLSU in the context of its approval of the University's annual budget. The University will review the KCLSU block grant annually in its Planning Round, in consultation with the KCLSU President, KCLSU Chief Executive and the KCLSU Senior Leader responsible for their finances, under delegated authority from the KCLSU Trustees. Based on this scrutiny in the context of the University's annual budget, the University will allocate funds to KCLSU by means of a grant. The annual grant discussion will be part of the University's Budget procedure and, similar to all University departments, it will be discussed in three-year cycles using indexing according to the same annual inflation and efficiency assumptions used by the University 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 Student Officers and the University's Senior Vice President – Operations. Additional funding needs, should they be required will be subject to separate negotiation. For the avoidance of doubt, KCLSU does not pay a space charge to the University. 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.
- 8.6 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 University and the student community, as set out in this MOU and KCLSU strategy.
- 8.7 Under separate written agreement with the University, 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.

- 8.8 As trustees of public money and charitable funds, it is the responsibility of the Council and the KCLSU Trustees to ensure that the funds made available to KCLSU are discharged appropriately. KCLSU is accountable to the Charity Commission for ensuring that the accounting and reporting requirements of the Charities Act 2011 and successor legislation are met and will report to Council on that basis. Financial reports of KCLSU shall be published annually and made available to KCLSU members and the Council. The reports shall list donations to external organisations. The procedure for KCLSU's internal allocation of its resources shall be written, fair and accessible to the University and the members of the KCLSU.
- 8.9 The KCLSU Trustees, on advice from the KCLSU Finance, Audit and Risk sub-committee, will approve the KCLSU annual budgets.
- 8.10 The University's Audit, Risk and Compliance Sub-committee will report to the University's Chief Financial Officer on any fraudulent or irregular procedures in the management of public funds, or those resulting from KCLSU trading activities.
- 8.11 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 University.
- 8.12 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 University's Chief Financial Officer.
- 8.13 Any improper action by KCLSU or any organisation under the control of KCLSU which results in costs to the University, in particular as a result of 'an official KCLSU occupation', will result in the full costs incurred by the University being recovered from the Union by the University by the withholding or reduction of an appropriate proportion of the block grant as determined by the Vice-Chancellor.

9 TRADING ACTIVITIES

- 9.1 KCLSU may operate legitimate trading activities in the University consistent with its aims and objects within its governing documents and charity law. Should it wish to undertake significant changes to the nature of the trading outlets or introduce a new one it must notify the University's Senior Vice-President (Operations), or such other officer as the Vice-Chancellor may designate, who will need to determine the space which can be allocated and the terms under which that allocation is made. The University will also need to satisfy itself that the proposed trading activity integrates and is compatible with the University's own plans for trading outlets.

Should King's wish to materially alter the nature of any trading outlet, or introduce a new trading outlet, within close proximity to any space leased to KCLSU, it shall inform the Chief Executive of KCLSU of the planned changes and engage in appropriate discussion prior to implementation, to ensure potential impacts on the student experience and on KCLSU operations are appropriately considered.

- 9.2 Trading activities where the University 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.

- 9.3 The University and KCLSU will endeavour to maintain complementary facilities where both operate discrete catering operations that compete for the same trade.
- 9.4 KCLSU may retain any profits received from its trading activities or rents charged to its franchises for use in funding the pursuit of its objects as laid out in the Articles.
- 9.5 No premises license application will be made, or license entered into, without the prior approval of the Director of Estates and Facilities, or other University Officer as designated by the Vice-Chancellor. KCLSU will ensure that relevant licensing law is adhered to in relating to both premises and personal license requirements within the entertainments and license trade activities undertaken by KCLSU.
- 9.6 KCLSU will keep the Director of Estates and Facilities, or other University Officer as designated by the Vice-Chancellor, informed of any planned temporary or permanent proposals that vary the terms and conditions of any premises license held by KCLSU.
- 9.7 KCLSU will be responsible for tax registration, compliance and payment of all taxes including (but without limitation) Value Added Tax and Corporation Tax as a result of KCLSU activities trading or otherwise.
- 9.8 and the University 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 University Staff for the purposes of access to internal University staff training and certain University staff benefits as agreed from time to time. Changes to any processes will be discussed during termly HR Partnership meetings.

11 COMPLAINTS AGAINST KCLSU UNDER THE EDUCATION ACT

- 11.1 In accordance with the Education Act, 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 University for consideration under the [University'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 University'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 University's misconduct process, KCLSU will take account of the outcome sought by the aggrieved student. Serious offences will be reported by KCLSU to the University's Director of Students and Education before KCLSU action is considered or taken. Any University decision to proceed under the University Misconduct Regulations will normally take precedence and KCLSU proceedings will cease unless KCLSU and the University agree otherwise in writing.

- 12.2 For the avoidance of doubt, serious offences of a disciplinary or misconduct nature to be reported to the University are those where: potential criminal activity has taken place; 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 University will be considered on a case by case basis in line with the KCLSU Members' Privacy Policy.
- 12.3 Where action is taken by the University to suspend a student under emergency powers under the University's academic regulations to safeguard the University's community, or under the University'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 the University will be notified by the University to KCLSU and KCLSU shall, upon receipt of a written request from the University, suspend the student from the membership of KCLSU. KCLSU will also be informed when the suspension is lifted or extended to enable KCLSU to apply the same terms to its suspension of the student. 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 and Support.

13 MEDIA

- 13.1 All material published by KCLSU, including by student media groups, is independent of the University and no responsibility will be accepted by the University 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 Groups, or any other KCLSU media activities will be subject to the same constraints as other KCLSU trading activities.
- 13.4 KCLSU and the University 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 Student Groups, will consult with the University in advance if filming will take place on campus, either at an event or any other activity. Both external Press and Student Group outlets will comply with the [King's Filming Policy](#).

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

- 14.1 The crest, logo and the 'King's College London' title are the property of the University 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 University to protect its property and interests, including those imposed upon it by the University 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) and be satisfied that the proposed use by KCLSU integrates with the University'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 University 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.

15 HEALTH AND SAFETY

Summary

To ensure KCLSU and the University fulfil their respective 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 University 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 [University Health and Safety Policy](#) document for a Head of Department and as detailed in [APPENDIX 5](#), Memorandum of Understanding between the University and KCLSU on the Health and Safety issues.
- 15.3 The KCLSU Chief Executive, or their nominated deputy, 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, Safety and Wellbeing 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 Groups wherever located.

The KCLSU Health, Safety and Wellbeing Committee will make regular reports to the KCLSU Trustees and will submit an annual report to the University Health and Safety Management Group. KCLSU Chief Executive or nominee will represent KCLSU on the University 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 University officer through the KCLSU CEO or designate.

16 COMMUNICATION WITH THE UNIVERSITY

- 16.1 The main channel of communication between the University and KCLSU will be via the KCLSU President and the Vice-Chancellor who will meet regularly. KCLSU Trustees and Student Officers in general, however, may liaise directly with members of the administration on relevant issues. The Vice-Chancellor and other relevant University Staff and Officers will meet with Student 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 Student Officers and members of the University Administration shall be maintained but their effectiveness will be kept under review. In addition, more formal reporting procedures shall be maintained to assure the University that KCLSU is carrying out its responsibilities in accordance with this Memorandum of Understanding. KCLSU shall report formally to the University on the following activities:
- (a) Audited accounts presented annually, after approval by the KCLSU trustees, to the University Director of Finance and to the University Finance Committee for review
 - (b) Significant Facilities and Estate management matters to the University Estates Strategy Committee through the Executive Director of Estates and Facilities
 - (c) Health and Safety matters to the University Health and Safety Management Group; and
 - (d) Election reports by the Returning Officer to the Council.
- 16.3 KCLSU shall also publish an Annual Report, to be approved by the KCLSU Trustees, 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 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 Student 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 is required to report to the Charity Commission shall also be reported by KCLSU to the University’s 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, the University and KCLSU will be cognisant of each other’s reporting requirements by legal and regulatory bodies, including the requirements of the Office for Students. Where information is required by regulatory bodies, the University and KCLSU will assist each other with the provision of information to meet the reporting requirements.

19 DISPUTE RESOLUTION

In the event of a dispute arising out of or in relation to this MoU, including any questions regarding its breach, existence, validity or termination, and including any non-contractual claims, the parties shall endeavour to reach a resolution of the dispute satisfactory to both parties. Either parties may commence such process by requesting a meeting with the other party which may take place in person or remotely. Each party shall nominate a senior executive or executives (no more than two), who shall meet to try to resolve the dispute.

If the dispute is not resolved within ten business days of the meeting of the senior executives (or if for any reason, such meeting does not take place within 14 days of either party requesting the meeting, then the dispute may, at either party’s request, be referred to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure, and informal negotiations need not continue [or another body you would wish to suggest]. Either party may initiate the mediation process by giving notice in writing to the other party requesting mediation. CEDR fees, those of the mediator and other expenses of the mediation will be borne equally by the parties. Each party will bear its own costs and expenses of its participation in the mediation.

Any disputes that arise between the parties shall be reported on an annual basis to the Council and KCLSU Trustees as part of the annual review and approval process.

20 STATUS OF THIS MEMORANDUM

The document is intended to clarify the working relationship between the University and KCLSU covering responsibilities of common concern to both parties. The University and KCLSU express their 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 University. Any changes will be reported to the Council and KCLSU Board of Trustees.

APPENDIX 1

Memorandum of Understanding

King's College London

The University 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 in this respect.
3. The University'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 approve KCLSU's Articles, or amendments to the Articles, which have been properly considered and endorsed by KCLSU's Trustees. It would refuse to approve the Articles in circumstances including: non-compliance with the requirements of part II of the Education Act 1994; non-compliance with the law on charities; non-compliance with the University'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 or otherwise in exceptional circumstances.
5. KCLSU's Trustees are asked to give as much notice as possible to Officers of the University before proposed amendments to the Articles are brought before the Council for consideration. This is to ensure any possible problems can be identified and discussions can take place well in advance.
6. Where a problem as mentioned in the preceding paragraph has arisen and discussions between the University and KCLSU have not resolved the differences, the proposed change shall be brought to the Council together with explanatory statements from the President of the KCLSU and the Vice-Chancellor of the University.
7. 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.
8. If agreement cannot be reached in this way or if the Council does refuse to approve the proposals, the status quo will continue, and the existing Articles will continue in force.

9. 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 Vice-Chancellor to arrange for discussions to take place with the KCLSU Trustees with a view to reaching agreement on the amendments required.
10. 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 University Officer, designated by the Vice-Chancellor, on behalf of the University Council, whose approval shall not be withheld other than in exceptional circumstances such as those outlined in paragraph 5. Where discussions between the University 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 6-9 above (substituting 'bye-laws' for 'Articles' as appropriate).
11. 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 University Officers and KCLSU Trustees which is in the interests of the University and of its students.

APPENDIX 2

EDUCATION ACT – CODE OF PRACTICE

Policy Category:	Governance
Subject:	Compliance with the Education Act 1994, section 22
Approving Authority:	University Council
Responsible Officer:	President & Principal
Responsible Office:	University Secretariat
Related Procedures:	King's College London Students' Union and King's College London: Code of Practice Implementation Procedures
Related University Policies:	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
Effective Date:	1 August 2025
Supersedes:	24 January 2019, November 2013; 28 June 2011
Next Review:	September 2030

I. Purpose & Scope

The Education Act 1994 (the Act) places responsibilities on governing bodies of universities in respect of students' unions. One such responsibility is that every governing body should prepare and issue, and where necessary revise, a code of practice in relation to any students' unions for students of the establishment.

This Code of Practice is issued by the Council of King's College London (the University) in respect of King's college London Students' Union (KCLSU). It outlines the responsibilities and expectations of the Council with respect to the establishment, operation and conduct of KCLSU in meeting the requirements of the Act.

Beyond this Code, additional policies and practices have been agreed between the University and KCLSU which describe in more detail the relationship between the University and 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 University Procedures and Related University Policies.

II. Policy

1. GENERAL AND PARTICULAR DUTIES OF COUNCIL

1.1. The Act requires Council to take 'such steps as are reasonably practicable to secure that any students' union for students of the establishment operates in a fair and democratic manner and is accountable for its finances'. This requirement is fulfilled through compliance with the requirements the provisions of the present Code, and with the articles of association of KCLSU (the Articles).

1.2. The Act further requires Council to take such reasonably practicable steps to secure that the

following requirements are observed by or in relation to any students' union for students of the establishment'. These detailed requirements are dealt with below.

2. WRITTEN CONSTITUTION

- 2.1. All students' unions are required to have a written constitution. KCLSU fulfils this requirement through its Articles of Association, as a charitable company limited by guarantee.
- 2.2. The operation of KCLSU and its compliance with the Education Act 1994 are governed by its Articles of Association, which are approved by the KCLSU Board of Trustees and the University Council. The Bye-Laws, set out the rules and procedures for KCLSU governance and democratic processes, are adopted by KCLSU in accordance with its Articles. The Returning Officer is granted sole authority under the Bye-Laws to oversee and implement all aspects of elections and referenda. The Articles will be reviewed by the University Council at least every five years, or more frequently if requested by the Council, KCLSU, or where required by law.
- 2.3. Copies of the Articles and Bye-Laws will be made available for inspection in hard copy at KCLSU offices, designated University offices and libraries, and online via the KCLSU website.

3. MEMBERSHIP

All enrolled students of the University are entitled to be student members of KCLSU.

4. THE RIGHT NOT TO BE A MEMBER

- 4.1. Every student has the right not to be a member of KCLSU.
- 4.2. Students will be informed of their right to opt out of membership 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 University enrolment record will indicate non-membership of KCLSU.
- 4.3. 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.
- 4.4. Students pay no fee to be members of KCLSU; consequently, there are no rebates for choosing non-membership.
- 4.5. Students who exercise their right not to be a member of KCLSU will not be unfairly disadvantaged and 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 Bye-Laws.
- 4.6. 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 Groups including not being able to vote, hold office or nominate candidates for posts.
 - Represent KCLSU on any University committee
 - Represent KCL or KCLSU in any competitive sport
 - Join KCLSU ratified Student Groups
 - Book/hire the KCLSU's entertainment venues at a reduced fee
 - Be student members of the National Union of Students and will forfeit any

monetary or other benefits that would result from that membership

Elections and governance

- 4.6.1.1.1. The Education Act 1994 sets out specific requirements regarding the conduct of elections and the holding of elected positions within students' unions. These include the following:
 - 4.6.1.1.2. All major union offices (Student Officers) must be elected through a secret ballot in which all student members are entitled to vote, governing bodies must satisfy themselves that union elections are fairly and properly conducted.
 - 4.6.1.1.3. Student Members are not entitled may hold a major union officer post, or any other paid elected position within KCLSU, for more than two years in total. This limit applies regardless of whether the terms are consecutive or non-consecutive.
- 4.7. The Articles contain the following provisions as required by the Act:
- 4.7.1. 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 student members of KCLSU are entitled to vote. Every student member is entitled to one vote.
 - 4.7.2. The University will agree with KCLSU the appointment of an independent returning officer ("the Returning Officer") to ensure that elections are fair, democratic and properly conducted as defined in the Articles and Bye-Laws.
 - 4.7.3. Reports by the Returning Officer will be made to the Council and to KCLSU.

Affiliations

- 4.8. The Act contains detailed requirements concerning affiliations to external organisations. These include requirements to publish notice of any decision to affiliate, publish an annual report containing a list of affiliated external organisations (including details of any fees or donations paid), and to establish procedures for the review of affiliations.
- 4.9. Details of external affiliations (including a list of each organisation to which KCLSU was affiliated and the amount paid to the organisation by way of subscriptions or similar fees and donations in the past year) are published in KCLSU's Financial Reports. The KCLSU Board review all external affiliations during the course of preparing its annual budget and make recommendations concerning continuation or otherwise of each affiliation.

5. FINANCES

- 5.1. In compliance with the Act, financial Reports of KCLSU are published annually and made available to members and the Council. The Report contains 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 is also made available for inspection in hard copy at the KCLSU offices, posted on the KCLSU website and made available at the KCLSU Annual General Meeting.
- 5.2. The procedures for allocating resources fairly and democratically to KCLSU Student Groups are incorporated as regulations approved by the KCLSU Trustees or designated sub-committee and circulated to Student Groups posted on the KCLSU website.

- 5.3. The regulation of the financial affairs of KCLSU is detailed in the Articles. 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 propose an agreed budget for consideration annually by the Trustees and, after its consideration, by the Honorary Treasurer on behalf of the Council.
- 5.4. KCLSU keep proper accounts and accounting records and maintain a sound system of internal financial management and control. KCLSU 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.
- 5.5. The activities of KCLSU are subject to the University Internal Auditors as appropriate. External Auditors appointed by KCLSU after approval by the Audit, Risk and Compliance Committee of the KCLSU Board audit the accounts of KCLSU on an annual basis and the audited accounts presented to the KCLSU Board. They will be available for inspection by members in the KCLSU office.
- 5.6. KCLSU does not incur expenditure or take any action, which is inconsistent with the law relating to charitable expenditure. In general, expenditure is proper if it can be said to be consistent with KCLSU's objects in the Articles.
- 5.7. Before entering into any borrowing agreements, lease agreements or guarantees or indemnities that may incur contingent liabilities KCLSU first obtain the approval of the University's chief financial officer.
- 5.8. It is the responsibility of the KCLSU Board 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 University.

6. COMPLAINTS PROCEDURE

- 6.1 The Act requires there to be a complaints procedure available to all students or groups of students who are dissatisfied with their dealings with the union or who claim to have been unfairly disadvantaged by reason of having exercised the opt out right referred to in paragraph 4 above. This complaints procedure must include provision for an independent person appointed by the governing body to investigate and report on complaints. Complaints must be dealt with promptly and fairly and where a complaint is upheld there should be an effective remedy.
- 6.2 Council has put in place a complaints procedure in respect of KCLSU to ensure compliance with the above requirements. 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:
 - 6.2.1 By the internal complaints procedure published by KCLSU.
 - 6.2.2 If the student is still dissatisfied, jointly by a panel nominated by the President and Principal of the University.
 - 6.2.3 If the student is still dissatisfied, by reference to an independent person appointed by the University Council.

7. FREEDOM OF SPEECH

- 7.1. The University has approved policies on Freedom of Speech issued in pursuance of the University's duties under the Education Act (No. 2) 1986 as amended by the Higher Education (Freedom of Speech) Act 2023 to ensure that freedom of speech within the law is secured for members, students and employees of the University and for visiting speakers.
- 7.2. Details of these documents are on the University website and are made available by KCLSU to those Student Groups organising meetings on campus. The conduct of meetings will be governed by these and other University policies and regulations.
- 7.3. Bookings by Student Groups must be made in accordance with the University's Student Room Booking Policy.

8. REQUIREMENT OF CHARITY AND COMPANY LAW

- 8.1. 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 party political or other causes except in line with the Charity Commission's guidance on political campaigning by charities (CC9). This does not prevent student members from collecting and raising funds privately for the support of any lawful cause.
- 8.2. In consultation with the University, KCLSU 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.

9. PUBLICATION OF THIS CODE OF PRACTICE

- 9.1. This Code of Practice, as amended from time to time by the University in consultation with KCLSU, is published on the University's website and brought to the attention of students through the annual enrolment process.

APPENDIX 3**Responsibilities for the Students' Union Premises in relation to Estates matters.**

Building fabric, equipment and services	Responsibility	Funding
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
Utilities		
Heat, light, power, water, sewerage	KCL	KCL
Insurance		
Buildings and contents	KCL	KCL
Business Interruption; Public Liability / Employers Liability and all other insurances	KCLSU	KCLSU
Repairs		
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
Redecorations		
Normal maintenance cycle	KCL	KCL
Extra redecorations outside normal maintenance cycle	KCLSU	KCLSU
Security		
Access Control Systems; Security Patrols	KCL	KCL
Event security	KCLSU	KCLSU
Fire Alarm Systems	KCL	KCL
Cleaning – (including janitorial supplies)		
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
Windows - outside normal cycle	KCLSU	KCLSU
Telephones		
Rental of phones on University system	KCL	KCLSU
Calls and other charges	KCLSU	KCLSU
Data Points	KCL	KCLSU
Furniture – (KCLSU occupied areas) replacement, repair, renewals.	KCLSU	KCLSU
Postage / Mail	KCL	KCLSU

Compliance testing – 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 from 2023-24, this responsibility is passed to KCL for all compliance testing to be aligned.
--	-----	--

APPENDIX 4

**King's College London and King's College London
Students' Union Summary Schedule of Space
Subject to change as part of Future campus
Occupied**

Campus	Building	Floor
Denmark Hill	Student Social Space	
Guy's Campus	Old Guy's House East Wing	Basement
		Ground Floor
	Old Guy's House West Wing	Ground Floor
Strand Campus	Bush House - Centre Block	Ground Floor
	Bush House - South East Wing	Vault
		Ground Floor
		Seventh Floor Media suite
		Eighth Floor (Activity Rooms)
	Kings Building	Ground Floor: Hub Reception, Offices, Meeting Rms(K0.34,0.39,0.54,0.58,0.57)
	Kings Building	First Floor Offices, Meeting Rm (K1.24,1.23,1.11,1.07,1.06)
Waterloo Campus	Franklin Wilkins Building	First Floor

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 operates under governing documents ultimately approved by the Council. The Council is responsible for ensuring that KCLSU is accountable for its own finances in accordance with section 22 of the Education Act 1994. As such, KCLSU is responsible for the employment of its own 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 University. KCLSU is responsible for its own employees and those affected by its activities under employment law and health and safety legislation.
- 1.3 KCLSU is responsible 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 the University 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 University premises made available wholly or partly for use by KCLSU shall be the responsibility of the University as controller of premises made available to non-employees. The University 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 University through the Director of Estates and Facilities. The University's Health and Safety Services (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

[University's criteria](#) for competence and comply with plans and method statements approved by the Director of Estates and Facilities, University Safety Officer or their nominated representatives.

- 2.4 KCLSU shall cooperate with health and safety instructions issued by the University 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 University. 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 University 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, University 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 University premise, structure or service; its installation and use shall be approved by a nominated representative of the University and comply with any relevant National or KCL Code of Practice.
- 3.3 KCLSU shall have adequate employer and public liability insurance.

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 University Health, Safety and Welfare Policy document for a Head of Faculty/Department and as detailed in this Memorandum of Understanding between the University 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 Executive or nominee 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 University Health and Safety Management Group. One Officer Trustee, or delegate (), will represent KCLSU on the University Health and Safety Management Group. King's Director of Health and Safety Services will represent the University 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 University on health and safety matters.
- 4.5 KCLSU shall issue safety rules and procedures regulating the use of premises by its members and ratified Student Groups require that individual Student 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 University'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 University'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 University's Health and Safety Services shall co-operate and co-ordinate with KCLSU in meeting its legal obligations and guidance on University 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 the University'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

- 1.1 This Agreement between King's College London (King's) and King's College London Students' Union (KCLSU) sets out the basis upon which Personal Data held by King's will be shared with KCLSU and the Personal Data held by KCLSU will be shared with King's and the obligations of both parties.
- 1.2 Students agree to a declaration on enrolment at King's that they have read King's Student Data Collection Privacy Notice, which states that King's will transfer relevant Personal Data to KCLSU. All students at King's are automatically entitled to membership of KCLSU and to benefit from KCLSU's services. Consequently, King's believes that the routine transfer of Personal Data to KCLSU is in the students' best interests and is unlikely to cause any prejudice to their rights, freedoms or legitimate interests. In addition to receiving personal data about its members, King's 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 for them.
- 1.3 Both King's 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.
[Data Protection Policy | King's College London](https://www.KCLSU.org/about/KCLSU/data/)
<https://www.KCLSU.org/about/KCLSU/data/>
- 1.4 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 King's will be the Data Controller for all Personal Data transferred to them by the other party under this Agreement.
- 1.5 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 the Data Use and Access Act 2025.
- 1.6 Any question of interpretation or dispute relating to this Agreement shall be referred, in the first instance, to the Data Protection Officer at King's (on behalf of King's) and the KCLSU Data Protection Officer or other delegated by the KCLSU Chief Executive, (on behalf of KCLSU) who shall seek to resolve the question of interpretation or dispute.
- 1.7 If resolution is not reached within a reasonable period, the matter can be referred by either party to the Director of Students and Education (on behalf of King's) and the Chief Executive of the KCLSU to consider and resolve.
- 1.8 KCLSU is a registered charity (1136729) 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.

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

- 2.1 Personal Data transferred from King's to KCLSU shall be used by KCLSU for the following purposes:
 - Verification of a student's identity
 - Administration of elections
 - Administration of Student Group memberships
 - Administration of ticket sales for KCLSU events, including Student Group events which are King's Student only
 - To allow email, SMS and MMS communication between KCLSU and its members
 - To allow email, SMS and MMS communication between its Student Group members
 - To ensure KCLSU is adhering to all its statutory and legal obligations.
 - To enable KCLSU Member Regulatory processes

- To enable KCLSU to provide advice and guidance to King's students. This will be provided on an "ad hoc" basis dependent on individual cases
- To enable the outcome of King's Student Conduct and Appeals cases that have been supported by KCLSU to be known
- To ensure equal provision of the KCLSU experience to all King's students

2.2 Any new purposes that may also require additional personal data be added to this list from time to time by agreement between the Data Protection Officer at King's and the Chief Executive Officer at KSLCU.

3. Restrictions on the Use of Information

- 3.1 Personal Data provided by King's to KCLSU will not, without the express consent of the student concerned, be used for the purpose of marketing services provided by organisations or individuals other than KCLSU.
- 3.2 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, will be responsible for ensuring that an appropriate Contract is in place with a Data Processor. They will be able to evidence compliance with the UK GDPR, other relevant UK data protection legislation and provide an appropriate level of security sufficient to meet certification such as Cyber Essentials or ISO:27001:2022.
- 3.3 Anonymised statistics derived from the transferred data may be compiled by KCLSU and may be sent to funders and stakeholders inside King's as well as third parties from whom funding is being sought to support student activities.
- 3.4 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 King's to the KCLSU:

- Full name
- Chosen name (if different)
- Date of birth
- Gender
- Nationality
- International student? (YES/NO) (based on fee status)
- Term-time address and home address
- Mobile number
- KID (King's ID)
- Opt out of KCLSU membership (YES/NO)
- Student number
- University email address
- Opt out of email contact (YES/NO)
- Programme 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
- Disability Status
- Ethnicity
- Personal email addresses for the purpose of supporting the "Settling into King's" processes
- Alumni applying for KCLSU Associate Membership (for due diligence)

Additions and deletions to Section 4

- Additions or deletions from this list may be made from time to time by agreement between the Data Protection Officer at King's and the Data Protection Officer or other delegated KCLSU staff member by the Chief Executive.

5. Data to be Transferred to King's

The following Personal Data shall be routinely transferred from KCLSU to King's:

- KID (King's ID)
- K Number
- Full name
- Organisation/name of Student Group (for HEAR data)
- Grouping name (typically membership type such as Treasurer or President)
- Effective date of KCLSU membership
- Expiry date of KCLSU membership

Additions and deletions to Section 5

- Additions or deletions from this list may be made from time to time by agreement between the Data Protection Officer at King's and the Data Protection Officer or other delegated KCLSU staff member by the Chief Executive.

Aggregated Data

- For quality assurance, monitoring, reporting purposes additional aggregated data may be transferred between the parties by agreement between the Data Protection Officer at King's and the Data Protection Officer or other delegated KCLSU staff member by the Chief Executive.

Transfer to Personal Data between the Parties

- 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 King's 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 personal data or is notified that the Personal Data of a student has changed, the other party shall implement such updates and changes promptly and without undue delay.

6. Security

King's and KCLSU shall:

- ensure the reliability of staff, agents, contractors and data processors who may have access to the Personal Data transferred under this Agreement and that they all regularly complete training in Data Compliance and information security
- ensure that personal data about identifiable students is only given to those who need access for a specified purpose
- 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 must 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
- comply with the provisions of the UK GDPR and the Data Use and Access Act 2025 in all other respects regarding Personal Data transferred under this Agreement

7. Student Opt-Out Rights

- 7.1 King's will notify KCLSU of students who have opted out of membership with KCLSU in accordance with the University's Education Act 1994 Code of Practice
- 7.2 KCLSU will notify King's of students who have exercised their right to opt out of membership of KCLSU via request to the President of KCLSU
- 7.3 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 and for no other purposes.

8. Rights of individuals

- 8.1 KCLSU and King's shall each be responsible for responding to Data Subject Access requests and other requests that fall under the UK GDPR and Data Use and Access Act 2025 with respect to Personal Data transferred to each party under this Agreement.

9. CCTV Footage

- 9.1 King's and KCLSU may provide each other with copies of CCTV footage on an ad hoc basis and may also establish arrangements for the joint monitoring of CCTV systems belonging to either party where this is necessary for maintaining a safe environment on the premises provided by King's to KCLSU or for ensuring compliance with either party's regulations and policies (including use in disciplinary proceedings).
- 9.1.1 Where one party is granted access to a CCTV system belonging to the other party, the party granted access will ensure that its monitoring activities comply with its own CCTV Policies and the requirements of the UK GDPR and Data Use and Access Act 2025.

10. Retention of Information

- 10.1 King's and KCLSU shall not retain Personal Data transferred under this Agreement for any longer than is necessary to perform the processing for which it was collected and in keeping with respective privacy notices and retention schedules.

11. Indemnity

- 11.1 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

- 12.1 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 if the parties are unable to settle the dispute amicably according to the process set out in Section 1.
- 12.2 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.

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