

# Society Standing Orders

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## **0. Preface**

### **1. Purpose**

- 1.1. These Standing Orders establish the shared rules, expectations, and procedural framework governing the Societies of the University of St Andrews Students' Association.
- 1.2. They are designed to be clear, accessible, and student-focused, supporting effective governance while enabling flexibility, collaboration, and constructive debate.
- 1.3. This document applies to all Affiliated Societies unless the Society is clearly given different Standing Orders further to Discussions with the President of Student Opportunities and the Societies Team.

## **1. Affiliation**

- 1.1. Upon Affiliation, by completing the process required by the Activities Team the become affiliated laid out in this section, the Society wish to affiliate to the University of St Andrews Students' Association and the Students' Association wishes to affiliate the Society in accordance with the terms of these Standing Orders.
- 1.2. The Society and Students' Association recognise that the Students' Association is only a grant making body to the Society and that the Society is an independent unincorporated membership association.
- 1.3. The Society and Students' Association also acknowledge that the Students' Association may provide additional support or advice to the Society.
- 1.4. As an Affiliated Society the Students' Association agrees to provide the Society with:
  - 1.4.1. A free stall at the annual Freshers' and Refreshers Fayre upon application received by the Students' Association fixed deadline and completion of reaffiliation.
  - 1.4.2. Access to room bookings in university buildings.
  - 1.4.3. Access to room bookings in the Students' Association's premises for six hours for free.
    - 1.4.3.1. These room bookings are explicitly for the Society and Society Members.
  - 1.4.4. A minimum of one audit of financial records in each academic year.
  - 1.4.5. Public liability insurance cover, provided that the cover shall vitiate if the requirements of points 1.5.7 and 1.5.8 are not fully met of the provisions of point 1.10 are invoked.

- 1.4.6. Asset insurance for high-value items, at the discretion of the Management Accountant.
  - 1.4.7. The right to apply for funding from the Union.
  - 1.4.8. Any other benefits or discounts that the Students' Association may, from time to time, offer.
  - 1.4.9. The right to use the University name in the society name, publicity and correspondence.
- 1.5. The Society agrees to:
- 1.5.1. Permit any student matriculated at the University of St Andrews to become an ordinary member of the society and to exercise the full rights of membership.
  - 1.5.2. To hold annual elections for its officers in a free, fair, and transparent manner.
  - 1.5.3. Maintain accounts of all income and expenditure and submit such accounts, along with appropriate evidence, to the Union so that audits can be performed by the Students' Association.
  - 1.5.4. Maintain records of headline events within the Society, including General Meetings, along with appropriate minutes and information-graphics, so that accurate archives can be maintained by University Collections.
  - 1.5.5. Only expend Society funds to the benefit of the Society as a whole or for the fulfilment of its aims.
  - 1.5.6. To complete all Trainings as required by the Activities Team.
  - 1.5.7. Submit to the Students' Association an adequate Aims & Activities Form for all events within the Society's general course of business and an adequate Supplementary Risk Assessment for any and all events requested.
  - 1.5.8. Fully implement the mitigation measures set out in any Supplementary Risk Assessment.
  - 1.5.9. Maintain at least 25, paid, ordinary members at all times and provide the Students' Association with a full membership roll upon request.
  - 1.5.10. Charge an annual membership subscription of at least £3.00 unless a waiver is granted through the Students' Association.
  - 1.5.11. The Students' Association may, at its discretion, decline to extend to the Society Public Liability Insurance cover for any event for which it believes risks are not adequately mitigated by providing the Society with notice of the same.
  - 1.5.12. The Students' Association agrees to provide the Society with 7-days' notice of any proposed change

- 1.5.13. Endeavour to consider Fair Trade guidance and aims within relevant events or projects to further sustainability and eco-consciousness within the Student Community.
- 1.6. By executing these Standing Orders, the Society additionally agrees to adhere to the following provisions:
  - 1.6.1. To designate the Students' Association Head of Student Engagement and president of Student Opportunities as the primary arbitrators to which disciplinary charges against any officer or member of the Society will be referred and to agree to be bound by their decision.
  - 1.6.2. The primary arbitrators reserve the right to refer cases in-line with the Students' Association discipline policy.
- 1.7. These Standing Orders shall have effect until the 31<sup>st</sup> May of every calendar year ('Termination Date')
  - 1.7.1. The Students' Association may extend the effective period of this Agreement by up to 60 days, provided the Students' Association provides the Society with seven-days' notice of the extension and the Society does not notify the Union within said seven-day period that it declines the extension.
  - 1.7.2. Notwithstanding the foregoing provision, the Students' Association reserves the right to terminate these Standing Orders without notice if the Society materially breaches any provisions of these Standing Orders.
- 1.8. The Society may terminate these Standing Orders by approving a resolution to disaffiliate at a General Meeting, provided that the Society provides 14-days' notice to its members of the meeting and informs the Activities Team.
  - 1.8.1. Termination shall not become effective until the Society has removed the Students' Association designated signatories on the Society's bank account and provided documentation of the same to the Union.
- 1.9. The Society agrees that if it or the Union terminates this Agreement pursuant to the foregoing paragraphs or if it fails to execute other Standing Orders before the Termination date, the Students' Association may seize all capital assets purchased with Students' Association Grants or a sum equivalent to the depreciated value of such assets, which shall be no less than its salvage value.
- 1.10. The Society agrees that if it winds up, disbands, dissolves, or in any other way ceases to operate (collectively 'Dissolution'), the Students' Association may hold its assets in trust for a period of up to three years and assign those assets to any other society party to the Standing Orders with substantially the same as the Society. The Society

agree that at the conclusion of the three-year period, the Union may liquidate its assets and dispose of them in any way that benefits any other society or societies party to the Standing Orders. Notwithstanding the foregoing provisions, if the Society has a constitutional aim to support as charity or charities registered in the United Kingdom, the Society may donate its assets to such charity or charities upon Dissolution.

## **2. Re-Affiliation**

### **1. Requirements**

- 1.1. A Society shall continue being governed by these Standing Orders for the next academic year upon:
  - 1.1.1. Completion of all training as designated by the Activities Team.
  - 1.1.2. Obtaining a pass on any relevant assessments as part of this training.
  - 1.1.3. Resubmit the Society's Constitution:
    - 1.1.3.1. Resubmission is only necessary if changes have been made since the previous Standing Orders have been recognized.
  - 1.1.4. Completing and Submitting the Aims and Activities Forum, and;
  - 1.1.5. Having at least 25 paid members

## **3. Finance**

### **1. Financial Responsibilities**

- 1.1. A society shall:
  - 1.1.1. Keep its committee informed of the Society's finances throughout the course of a year;
  - 1.1.2. Maintain adequate records of all expenditures, and;
  - 1.1.3. Compile and submit accounts for annual audit.
- 1.2. A society shall maintain, as far as is practicable, society bank statements issued over a period of seven years and shall not be permitted to discard or destroy any society bank statements.
- 1.3. No Committee member shall derive any financial profit or gain by reason of their position, including favorable rates on goods or services, unless the same benefit is available to any and all members of the society;
- 1.4. Debt shall be satisfied by any equal subscription from all members;
- 1.5. Societies must use the cashbook template provided by the cash office.

### **2. Bank Accounts**

- 2.1. A society shall not own more than one bank account

- 2.2. Notwithstanding the provisions of 3.2.1, the Activities Team shall be competent to approve, with consultation from the Management Accountant, any additional bank accounts a society required by reason of a sub-group or sub-committee.
- 2.3. The Society must have four signatories that appear on the bank mandate:
  - 2.3.1. Society President
  - 2.3.2. Society Treasurer
  - 2.3.3. Two signatories of the Students' Association

### **3. Audits**

- 3.1. Societies shall submit all its affiliated accounts to the Cash Office for audit each year no later than a deadline determined by the Activities team.
  - 3.1.1. Submission of audits should be in digital format wherever possible.
- 3.2. When submitting accounts for audit, the society shall submit the following:
  - 3.2.1. All bank statements issues since the previous audit;
  - 3.2.2. Catalogued receipts for society expenditure since the previous audit;
  - 3.2.3. A reimbursement breakdown detailing which receipts are included in payments to society members (if multiple), and;
  - 3.2.4. A complete record of income and expenditure (i.e a cashbook) A full record of all income and expenditure (i.e., a cashbook). When starting the new financial year's accounts, use the closing balance provided by the cash office from the previous period, even if it falls outside the academic calendar.
- 3.3. When submitting accounts for audit, the society shall submit its cheque books and paying-in books unless the Activities Team authorises a waiver of this provision to permit the society to prepare for specific events and notifies the Cash Office of the same.

### **4. Treasurer's Report**

- 4.1. Prior to the commencement of elections at a Society's Annual General Meeting (AGM), the Society's Treasurer or their nominee shall present a report to the meeting detailing:
  - 4.1.1. The Society's:
    - 4.1.1.1. total assets at the time of the previous AGM;
    - 4.1.1.2. total income since the previous AGM;
    - 4.1.1.3. total income from Students' Association grants since the previous AGM;
    - 4.1.1.4. total expenditure since the previous annual general meeting;
    - 4.1.1.5. current total assets, and;

- 4.1.1.6. any liabilities of the society including loans from the Students' Association which shall be to requirements pertaining thereto.

## **4. Constitutions**

### **1. Requirements**

- 1.1. A Society's constitution shall contain the following provisions:
  - 1.1.1. The society's title;
  - 1.1.2. The society's aims;
  - 1.1.3. A statement that the society shall be affiliated to the Association;
  - 1.1.4. A list of subgroups or subcommittees affiliated to the society and whether each of them holds an individual bank account;
  - 1.1.5. A statement that Ordinary Membership shall be open to all matriculated students of the University;
  - 1.1.6. A definition of Ordinary Membership in relation to any other classes of membership if any other class or classes exist;
  - 1.1.7. The society's committee composition;
    - 1.1.7.1. Required committee members are as follows:
      - 1.1.7.1.1. President
      - 1.1.7.1.2. Treasurer
      - 1.1.7.1.3. Secretary
      - 1.1.7.1.4. Health and Safety Contact
        - 1.1.7.1.4.1. This responsibility can be in the responsibility of any committee member but must be explicitly stated.
  - 1.1.8. A statement that the committee is to be elected at an AGM, or co-opted by the committee if no candidate is elected at an AGM or in the case of casual vacancy;
  - 1.1.9. A statement on whether any committee members are to be appointed through an interview panel;
  - 1.1.10. To fill a vacant committee role this can be achieved through:
    - 1.1.10.1. EGM
    - 1.1.10.2. Interview
    - 1.1.10.3. Cooption
  - 1.1.11. A statement of the quorum for a committee meeting and requiring at least 24-hour's notice for all committee meetings;
  - 1.1.12. A statement of who may call meetings;
  - 1.1.13. A statement of that the annual subscription shall be approved at an AGM;
  - 1.1.14. A statement of the identity and roles of the society's Bank Account signatories;
  - 1.1.15. A statement of any outside affiliations, and;

- 1.1.16. A statement that the constitution may be amended by an AGM on the advice and consent of the committee or by a duly proposed and seconded motion.
- 1.2. A current copy of the constitution shall be made publicly available.
- 1.3. The society shall notify the Activities Team of any amendments to the constitution.
- 1.4. When a society's committee agrees to submit an amendment to a general meeting of the society, it shall be highlighted during the Reaffiliation Process.

## **5. Charitable Contributions**

### **1. Definitions**

- 1.1. A 'charitable society' shall mean a society which as a principal aim exists to benefit a registered charity or registered charities.
- 1.2. For the purposes of Section 5, a 'registered charity' shall mean 'any group registered with the Office of the Scottish Charity Regulator (OSCR), the Charity Commission for England and Wales, or the Charity Commission for Northern Ireland.'

### **2. Fundings**

- 2.1. No money shall be disbursed to a society in order for it to be donated to any registered charity other than the Association.

### **3. Donation**

- 3.1. No society may make charitable donations towards, or be affiliated to, an organisation that is not a registered charity.
- 3.2. Any monies raised by a society for the benefit of a registered charity shall be disbursed through the Charities Campaign by contacting the Cash Office unless otherwise arranged with the Charities Campaign.

## **6. Meetings**

### **1. Annual General Meeting**

- 1.1. Requirements of an AGM
  - 1.1.1. Notice of an AGM shall be given to all members and to the Committee no less than 14 days before it convenes and shall contain, at a minimum:
    - 1.1.1.1. Time and date of the meeting;
    - 1.1.1.2. Location of the meeting;
    - 1.1.1.3. A list of all positions to be available for election at the meeting, and;
    - 1.1.1.4. Notice of any constitutional amendments to be proposed at the meeting, when such notice is practical.
- 1.2. No AGM shall be held to be duly constituted unless the following items of business are completed:

- 1.2.1. President's Report, which describes and raises the society's activities and developments since the previous AGM;
  - 1.2.2. Treasurer's Report, which is defined in point 2.4;
  - 1.2.3. Re-approval of the society's constitution;
  - 1.2.4. Approval of the society's annual membership subscription, and;
  - 1.2.5. Election of the elected office bearers.
- 1.3. No AGM shall convene before the time and date as given in the notice, nor an unreasonable time after said time and date, nor shall any fee for admission be charged.
- 1.4. Disputed Membership
- 1.4.1. Should any person dispute their membership in a society prior to an AGM of the society, the Activities Team, shall have exclusive jurisdiction to adjudicate membership status.
  - 1.4.2. If a society has issued membership cards, any person in possession of a membership card bearing his name shall be presumed to be a member of the society, unless otherwise disproved.
  - 1.4.3. If a society has not issued membership cards, failing to appear on the membership roll shall be evidence that a person is not a member of the society unless otherwise disproved.

## **2. Committee Meetings**

- 2.1. Meetings are held weekly.
- 2.2. The President shall announce a schedule of regular meetings of the Society's Committee at the commencement of each semester and after the March elections diet.

## **3. Agenda & Minutes**

- 3.1. The Secretary shall ensure that the agenda appears and is circulated at least 48 hours in advance of each regular meeting.
- 3.2. The Secretary shall ensure that the minutes are published within three days of each regular meeting.
- 3.3. The Minutes of an AGM shall be circulated to all members and the Activities Team.

# **7. Elections and Committee**

## **1. Elections**

- 1.1. All Committee members, unless otherwise stated in the Society Constitution, shall be elected by means of the Single Transferable Vote system, and all candidates shall stand against 're-open nominations' unless the position is uncontested.

- 1.2. No person shall be entitled to vote in the election or to stand for election unless they were a member of the society on the day of notice of the meeting.
- 1.3. Votes *in absentia* must list a specific candidate for a specific role and must be received by the society before the meeting convenes.
- 1.4. The Student Activities Co-ordinator, or their nominee, shall arbitrate any disputes therefrom, subject to an appeal raised to the Activities Team.

## **2. Committee Members**

- 2.1. Committee members must create and update their handovers.
- 2.2. Committee should attend all Committee meetings unless expressly excused.

## **3. Removal of Committee Members**

- 3.1. The Activities Team must be notified by email of the beginning of this process.
- 3.2. A preliminary meeting between the aforementioned Committee Member and either the society's Executive Committee or President to brief the Member on the reasons why grounds for removal shall be called in order to and to determine if there is a way to rectify the situation.
- 3.3. A minuted Committee Meeting must be called with all Committee Members present.
  - 3.3.1. This meeting must be called with proper notice as set forth by the society's Constitution.
  - 3.3.2. A representative from the Activities Team must be present.
  - 3.3.3. The President or an Executive Committee Member must briefly state the allegations that are being brought forward for the rest of the Committee.
  - 3.3.4. The Committee Member in question must be offered the opportunity to also briefly state their case.
  - 3.3.5. The entire Committee must vote (Yes/No/Abstain) on whether or not the Committee Member should be removed; a simple majority is required for a decision.
    - 3.3.5.1. If the Committee Member is removed, an Extraordinary General Meeting with proper notice must be held to replace that Committee Member.
    - 3.3.5.2. If the Committee Member is removed, the Member is granted two working days to appeal the vote.
      - 3.3.5.2.1. The Member is to contact the Activities Co-ordinator and the President of Student Opportunities to appeal.
      - 3.3.5.2.2. The appeal process shall include a minuted meeting between the President of Student Opportunities, the Activities Co-ordinator, and the aforementioned Committee Member.
      - 3.3.5.2.3. This process should follow the following layout:
        - 3.3.5.2.3.1. Introduction
        - 3.3.5.2.3.2. Brief Statement from the accused Committee Member to brief the panel

- 3.3.5.2.3.3. Set of questions offered by the President of Student Opportunities and the Activities Co-ordinator
- 3.3.5.2.3.4. Concluding remarks
- 3.3.5.2.4. A final decision shall be made within 72 working hours of the appeal meeting.
- 3.3.5.2.5. If the appeal is granted, the Committee Member will be reinstated, and the case will be closed.

## **8. Health and Safety**

### **1. Risk Assessments**

- 1.1. A Supplementary Risk Assessment shall include the following:
  - 1.1.1. A list of hazards;
  - 1.1.2. Persons at risk for each hazard;
  - 1.1.3. Measures taken to minimise each hazard;
  - 1.1.4. Further actions necessary for each hazard;
  - 1.1.5. Likelihood and severity of the consequences for each hazard, and;
  - 1.1.6. The method in which the society will put risk assessment into action.
- 1.2. Any Supplementary Risk Assessment shall be approved by the Building Supervisor 14 days prior to the event being held.

### **2. Events in Private Residence**

- 2.1. No society shall hold an event or activity in a private residence without leave of the Society Committee.
- 2.2. Notwithstanding point 2.1, a society may hold a meeting of its committee in a private residence, provided that the attendance of said meeting is limited to ten or fewer persons and does not include activities outwith the scope of a deliberative meeting.

### **3. Excursions**

- 3.1. Any society that plans an excursion outside the United Kingdom shall notify the Activities Team and Student Services of the excursion before booking the excursion and liaise with Student Services as required.
- 3.2. In addition to a supplementary risk assessment, societies travelling abroad shall submit a Travel Checklist along with the risk assessment.

## **9. Students' Association Website**

### **1. Society Page**

- 1.1. A Society shall keep its designated society up to date by:
  - 1.1.1. Uploading the society's constitution;

- 1.1.2. Adding the society's contact details, including email and any social media, and;
- 1.1.3. Writing a brief description of the society.

## **10. Use of Personal Data**

### **1. Intention**

This section is added pursuant to the UK General Data Protection Regulation (UK GDPR), as retained from Regulation (EU) 2016/679, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003

### **2. Member Information**

- 2.1. A society shall:
  - 2.1.1. Follow the relevant policy and procedures from the University of St Andrews Students' Association (the "SA") for the management and use of personal data. In summary
    - 2.1.1.1. Hold and process only the data absolutely necessary for the completion of its aims.
  - 2.1.2. .
    - 2.1.2.1. Put measures in place as far as practicable to ensure that member information is kept safe and inaccessible to persons outside the society's committee and Activities Team. Ideally personal data about society members and events should be stored and used from Microsoft Teams. Information should not be saved onto personal devices that Society Office bearers have access to.
  - 2.1.3. Inform a member of the SA's management team if they suspect or find that a personal data about society members has been lost, stolen, or accessed by an unauthorised person.

### **3. Mailing Lists**

- 3.1. The society must be clear with its members when email and mailing lists will be used and their purposes.
- 3.2. The society can send emails to their members where those concern the services/activities that the society provides e.g. details of events, cancellations.
- 3.3. A society cannot send 'marketing emails' to members unless it first has the consent of a member to be contacted via email for that purpose.
- 3.4. A society cannot contact members via email to seek their consent to receive marketing emails – that is unlawful.
- 3.5. Emails sent to a mailing list, as opposed to individual correspondence, shall:
  - 3.5.1. Be sent as Blind Carbon Copies (BCC);
  - 3.5.2. Include a statement informing the recipient that they are receiving the email based on their subscription to the society's mailing list, and;

- 3.5.3. Include a link where members may opt out of mailing lists.
- 3.6. A society allows members to opt out of mailing lists anonymously and at any time.
- 3.7. Information of a society's mailing list shall not be disclosed to anyone outside of the society's committee unless such activity has already been agreed on by the society's members in accordance with point 10.2.1