**AFFILIATION AGREEMENT**

1. Enter Society Name (‘Society’) wishes to affiliate to the University of St Andrews Students’ Association (‘Association’) and the Association wishes to affiliate the Society in accordance with the terms of this Agreement. This Agreement sets out the terms and conditions, which in addition to the Standing Orders for Affiliated Societies, apply to societies affiliated to the Association.
2. The Society and Association acknowledge that the Association is only a grant making body to the Society and that the Society is an independent unincorporated membership association. The Society and Association also acknowledge that the Association may provide additional support or advice to the Society.
3. The Association agrees to provide the Society with:
	1. A free stall at the annual Freshers’ Fayre upon application received by the Association’s fixed deadline.
	2. Access to room bookings in University buildings.
	3. Access to room bookings in the Association’s premises for a minimum number of hours each week per semester determined by the Association.
	4. Two audits of financial records in each academic year.
	5. Public liability insurance cover, provided that the cover shall vitiate if the requirements of Paragraphs 4(H) and 4(I) are not fully met or the provisions of Paragraph 5 are invoked.
	6. Asset insurance for high-value items, at the discretion of the Management Accountant.
	7. The right to apply for funding from the Association.
	8. Any other benefits or discounts that the Association may, from time to time, offer.
4. The Society agrees to:
	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.
	2. To hold annual elections for its officers in a free, fair, and transparent manner.
	3. Maintain accounts of all income and expenditure and submit such accounts, along with appropriate evidences, to the Association for audit twice each academic year
	4. Only expend Society funds to the benefit of the Society as a whole or for the fulfilment of its aims.
	5. Send a Society officer to attend a training session provided by the Association for treasurers.
	6. Send a Society officer to attend an awareness session provided by the Association for health and safety practices.
	7. Send a Society officer to attend additional training as required by the SSC Societies Committee.
	8. Submit to the Association an adequate General Risk Assessment for all events within the Society’s general course of business and an adequate Supplementary Risk Assessment for any and all events outwith the scope of the General Risk Assessment.
	9. Fully implement the mitigation measures set out in its General Risk Assessment and any Supplementary Risk Assessment.
	10. Maintain at least 25 paid ordinary members at all times and provide the Association with a full membership roll upon request.
	11. Charge an annual membership subscription of at least £3.00.
	12. Adhere to the Standing Orders for Affiliated Societies (attached as Exhibit A), as adopted by the Association and as the Association may amend from time to time.
5. The 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.
6. The Association agrees to provide the Society with 7-days’ notice of any proposed change to the Standing Orders for Affiliated Societies. The Association further agrees that no change to the Standing Orders for Affiliated Societies shall become effective sooner than 21 days after its adoption. With the consent of the Society, the Association reserves the right to grant waivers or variances from the Standing Orders to the Society.
7. By executing this Agreement the Society additionally agrees to adhere to the following provisions, unless it agrees at a General Meeting to opt-out from any of the following provisions:
	1. To designate the SSC Societies Committee as the exclusive arbitrator to which disciplinary charges against any officer or member of the Society will be referred and to agree to be bound by the SSC Societies Committee's decision.
	2. To agree to submit to the SSC Societies Committee for arbitration any disputes of the following nature and that any decision rendered by the SSC Societies Committee shall be final and binding:
		1. Disputes between members and the Society, officers, and/or other members
		2. Disputes between the Society and any other society affiliated to the Association that has not opted-out from this provision
8. This Agreement shall have effect until **31 May 2021** (‘Termination Date’). The Association may extend the effective period of this Agreement by up to 60 days, provided that the Association provides the Society with seven-days’ notice of the extension and the Society does not notify the Association within said seven-day period that it declines the extension.
9. Notwithstanding the foregoing provision, the Association reserves the right to terminate this Agreement without notice if the Society materially breaches any provision of this Agreement or of the Standing Orders for Affiliated Societies.
10. The Society may terminate this Agreement 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 Societies Officer. Termination shall not become effective until the Society has removed the Association General Manager and Association Management Accountant as signatories on the Society’s bank account and provided documentation of the same to the Association.
11. The Society agrees that if it or the Association terminates this Agreement pursuant to the foregoing paragraphs or if it fails to execute another Affiliation Agreement before the Termination Date, the Association may seize all capital assets purchased with Association grants or a sum equivalent to the depreciated value of such assets, which shall be no less than its salvage value.
12. The Society agrees that if it winds up, disbands, dissolves, or in any other way ceases to operate (collectively ‘Dissolution’), the 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 an affiliation Agreement with substantially the same aims as the Society. The Society agrees that at the conclusion of the three-year period, the Association may liquidate its assets and dispose of them in any way that benefits any other society or societies party to an affiliation Agreement. Notwithstanding the foregoing provisions, if the Society has a constitutional aim to support a charity or charities registered in the United Kingdom, the Society may donate its assets to such charity or charities upon Dissolution.

The Society and Association have executed this Agreement by signing it below, effective as of the date of the final signature to this

Agreement:

|  |  |
| --- | --- |
| **SOCIETY** | **ASSOCIATION** |
|  |  |
| Society Name: Enter Society Name | University of St Andrews Students’ Association |
| By Enter President Name, its President | By Shaina Sullivan, its Director of Student Development and Activities |
| Dated: Date Signed | Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
|  | University of St Andrews Students’ Association |
|  | By Avery Kitchens, its SSC Societies Officer |
|  | Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

1. **General Provisions**
	1. **Definition**
		1. Unless otherwise stated, the term ‘the Committee’ shall hereafter mean ‘the SSC Societies Committee’.
	2. **Authority**
		1. These standing orders, in addition to the relevant Laws of the Association, shall formulate the policy of the Committee on societies as defined under Chapter 25 of the Laws of the Association (November 2018) § 1.2.3.
	3. **Words denoting number, gender, and so forth**
		1. In determining the meaning of any of these Standing Orders, unless the context indicates otherwise:
			1. Words importing the singular include and apply to several persons, parties, or things;
			2. Words importing the plural include the singular;
			3. Words importing the one gender include other genders as well;
			4. Words used in the present tense include the future as well as the present, and;
			5. ‘Officer’ includes any person authorised to perform the duties of the office.
	4. **Re-designation of Sections**
		1. The SSC Societies Officer may re-designate sections of these Standing Orders as he deems necessary and expedient to maintain the logical order and structure of these Standing Orders, subject to the review of the Committee.
2. **Re-affiliation**
	1. **Requirements**
		1. A society shall be offered a new Affiliation Agreement upon:
			1. Completion of President’s Training;
			2. Completion of Treasurer’s Training;
			3. Attaining a pass on the Treasurer’s Competency Assessment;
			4. Completion of Health and Safety Training;
			5. Resubmit the society’s Constitution;
			6. Filing a General Risk Assessment;
			7. Completing the Aims and Activities Form, and;
			8. Having at least 25 paid members.
3. **Finance**
	1. **Financial Responsibilities**
		1. A society shall:
			1. Keep its committee informed of the society’s finances throughout the course of a year;
			2. Maintain adequate records of all expenditures, and;
			3. Compile and submit accounts for annual audit.
		2. A society shall maintain, as far as is practicable, all society bank statements issued over a period of seven years and shall not be permitted to discard or destroy any society bank statements.
	2. **Bank Accounts**
		1. A society shall not own more than one bank account.
		2. Notwithstanding the provisions of clause 1 of this subsection, the Societies Committee shall be competent to approve any additional bank accounts a society requires by reason of a sub-group or sub-committee.
	3. **Audits**
		1. Societies shall submit all its affiliated accounts to the Cash Office for audit in May of each year no later than a deadline determined by the Committee.
		2. When submitting accounts for audit, the society shall submit the following:
			1. All bank statements issued since the previous audit;
			2. Catalogued receipts for society expenditure since the previous audit, and;
			3. A complete record of income and expenditure (i.e. a cash book).
		3. When submitting accounts for audit, the society shall submit its cheque books and paying-in books unless the Grants Officer authorises a waiver of this provision to permit the society to prepare for specific events and notifies the Cash Office and Societies Committee of the same.
		4. Notwithstanding the provisions of clause 1 of this subsection, the Societies Committee shall be competent to order an audit of a society’s accounts at any time.
	4. **Report to the Annual General Meeting**
		1. Prior to the commencement of elections at a society’s annual general meeting, the society’s treasurer or his nominee shall present a report to the meeting detailing:
			1. The society’s total assets at the time of the previous annual general meeting;
			2. The society’s total income since the previous annual general meeting;
			3. The society’s total income from Association grants since the previous general meeting;
			4. The society’s total expenditure since the previous annual general meeting;
			5. The society’s current total assets, and;
			6. Any liabilities of the society including loans from the Committee which shall be subject to the requirements pertaining thereto.
		2. The Elections Officer or his nominee shall not be competent to certify the results of any annual general meeting at which the report detailed in clause 1 of this subsection is not delivered.
4. **Constitutions**
	1. **Requirements for Constitutions**
		1. A society’s constitution shall contain the following provisions:
			1. The society’s title;
			2. The society’s aims;
			3. A statement that the society shall be affiliated to the Association;
			4. A list of subgroups or subcommittees affiliated to the society and whether each of them holds an individual bank account;
			5. A statement that Ordinary Membership shall be open to all matriculated students of the University;
			6. A definition of Ordinary Membership in relation to any other classes of membership if any other class or classes exist;
			7. A list of the officers of the society;
			8. A statement that the committee is to be elected at a General Meeting, or co-opted by the committee if no candidate is elected at a General Meeting or in the case of casual vacancy;
			9. A statement of the quorum for a committee meeting and requiring at least 24-hour’s notice for all committee meetings;
			10. A statement of who may call meetings;
			11. A statement that no officer shall derive any financial profit or gain by reason of his officership, including favourable rates on goods or services, unless the same benefit is available to any and all members of the society;
			12. A statement that debt shall be satisfied by an equal subscription from all members;
			13. A statement that the annual subscription shall be approved at a General Meeting;
			14. A statement that two signatories of the Students’ Association shall appear on the bank mandate;
			15. A statement of any outside affiliations, and;
			16. A statement that the constitution may be amended by a General Meeting on the advice and consent of the committee or by a duly proposed and seconded motion.
		2. A society must treat each member of each class of membership equally to every other member of the same class of membership.
		3. A current copy of the constitution shall be made publicly available.
		4. The society shall notify the Societies Committee of any amendments to the Constitution.
	2. **Constitutional Changes in General**
		1. When a society’s committee agrees to submit an amendment to a general meeting of the society, it shall serve a copy of the same upon the Societies Committee prior to the general meeting.
	3. **Constitutional Changes at a General Meeting**
		1. The Elections Officer or his nominee shall issue a preliminary ruling on whether a proposed amendment would put the society in material breach of its Affiliation Agreement; such decision shall be subject to modification or further action by the Societies Committee.
5. **Charitable Contributions**
	1. **Definitions**
		1. A ‘charitable society’ shall mean a society which as a principal aim exists to benefit a registered charity or registered charities.
		2. For the purposes of this section, 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. **Funding**
		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**
		1. No society may make charitable donations towards, or be affiliated to, an organisation that is not a registered charity.
		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. **Excursions**
	1. **Excursions Abroad**
		1. Any society that plans an excursion outwith the United Kingdom shall notify Student Services of the excursion before booking the excursion and liaise with Student Services as required.
		2. In addition to a supplementary risk assessment, societies travelling abroad shall submit a Travel Checklist along with the risk assessment.
7. **General Meetings**
	1. **Requirements of a General Meeting**
		1. Notice of General Meeting 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. Time and date of the meeting;
			2. Location of the meeting;
			3. A list of all positions to be available for election at the meeting, and;
			4. Notice of any constitutional amendments to be proposed at the meeting, when such notice is practical.
		2. No Annual General Meeting shall be held to be duly constituted unless the following items of business are completed:
			1. A report of the president on the society’s activities since the previous annual general meeting;
			2. A financial report as required by these standing orders;
			3. Re-approval of the society’s constitution;
			4. Approval of the society’s annual membership subscription, and;
			5. Election of the office bearers.
		3. No General Meeting 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.
	2. **Regulations Governing Elections of Office Bearers**
		1. All officers shall be elected by means of the Single Transferable Vote system, unless the society’s constitution or General Meeting provides for another democratic method of election, and all candidates shall stand against ‘re-open nominations’ unless the position is uncontested.
		2. No person shall be entitled to vote in the election or to stand for election unless he was a member of the society on the day of notice of the meeting.
		3. Votes *in absentia* must list a specific candidate for a specific office and must be received by the society before the meeting convenes.
		4. The Elections Officer, or his nominee, shall arbitrate any disputes arising therefrom, subject to an appeal raised to the Societies Committee. This provision shall not apply to any society which has opted out of Paragraph 7B(i) of the Affiliation Agreement.
	3. **Disputed Membership**
		1. This subsection shall not apply to any society which has opted out of Paragraph 7B(i) of the Affiliation Agreement.
		2. Should any person dispute his membership in a society prior to a general meeting of the society, the Societies Committee shall have exclusive jurisdiction to adjudicate membership status.
		3. 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.
		4. 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.
	4. **Minutes of General Meetings**
		1. The minutes of a General Meeting shall be circulated to all members and the Elections Officer following a General Meeting.
8. **Health and Safety**
	1. **Risk Assessments**
		1. A General Risk Assessment or Supplementary Risk Assessment shall include the following:
			1. A list of hazards;
			2. Persons at risk for each hazard;
			3. Measures done to minimise each hazard;
			4. Further actions necessary for each hazard;
			5. Likeliness and severity of the consequences for each hazard, and;
			6. Method in which the society will put risk assessment into action.
		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**
		1. No society shall hold an event or activity in a private residence without leave of the Committee.
		2. Notwithstanding clause 1 of this subsection, 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.
9. **Union Website**
	1. **Society Page**
		1. A society shall keep their designated society page up to date by:
			1. Uploading the society’s constitution;
			2. Adding the society’s contact details, including email and any social media, and;
			3. Writing a brief description of the society.
10. **Use of Data**
	1. **Intention**
		1. This section is added in pursuance of the General Data Protection Regulation (EU) 2016/679 (GDPR).
	2. **Member Information**
		1. A society shall hold and process only the data absolutely necessary for the completion of its aims.
		2. A society shall disclose to its members how the society intends to use and store members’ personal data.
		3. A society shall present all data the society has on a member free of charge should the member request it.
		4. A society shall erase a member’s data in its entirety should the member request it.
		5. A society shall put measures in place as far as practicable to ensure that member information is kept safe and inaccessible to persons outwith the society’s committee.
	3. **Mailing Lists**
		1. Emails sent to a mailing list, as opposed to individual correspondence, shall:
			1. Be sent as Blind Carbon Copies (BCC);
			2. Include a statement informing the recipient that he is receiving the email based on his subscription of the society’s mailing list, and;
			3. Include a link where members may opt-out of mailing lists.
		2. A society shall allow members to opt-out of mailing lists anonymously and at any time.
		3. 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 the provisions of subsection 2 clause 1 of this section.
11. **Events**
	1. **Events Declaration Form**
		1. The Events Declaration form shall be completed and submitted when a society event satisfies any of the following conditions:
			1. Event has 100 or more attendees;
			2. Event has food prepared by society members;
			3. Event is held at an external venue not belonging to the Student Association or the university;
			4. Any attendees that are not members of the society, or;
			5. Alcohol is sold at an unlicensed venue.