



UNIVERSITY OF
LEICESTER

**A Memorandum of Understanding between the University of Leicester
and
the University of Leicester Students' Union**

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1. INTRODUCTION

- 1.1 The University of Leicester Students' Union (hereinafter referred to as 'the Union') represents the students of the University of Leicester (hereinafter referred to as "the University") and seeks to serve their social, cultural, welfare, educational, political, sporting and developmental needs, to further their interests both inside and outside the University, and generally to enhance their well-being. "The University" shall be taken to mean the governing body of the University, normally the Council, or its senior representatives, including the President and Vice-Chancellor, the Registrar and Chief Operating Officer, the Director of Finance, and the Director of Estates.
- 1.2 The University's Royal Charter (Article 12) establishes a Students' Union and the Statutes and Ordinances of the University further define the relationship between the Union and the University (reproduced in the appendices).
- 1.3 The aim of this Memorandum of Understanding is to set out, under a number of heads of agreement, issues of common interest to the Union and its subsidiary companies, its elected officers and staff, and the University, so that a clear and positive working relationship between the two is established. It is the responsibility of the University, under the Education Act 1994, to ensure that the Students' Union complies with Section 22 of that Act. Specifically, the University must approve the Constitution and review it at least every five years.
- 1.4 The University last approved the current constitution of the Union in July 2015.
- 1.5 This Memorandum seeks to set out in one place all the documentation regarding the Union's relationship with the University and includes the Code of Practice required by the Education Act 1994.
- 1.6 In addition to this document the following documents relate to the Union's operation:
- 1.7 The Union's constitution in the form of its Company articles and memorandum;
- 1.8 The Union's rules and regulations that lay out the detailed operating practices of the various Union committees and bodies;
- 1.9 The Percy Gee lease that sets out the legal arrangements for the safe and appropriate operation of the Union's premises.
- 1.10 The Union's Strategic Plan that lays out its long term aims and goals;
- 1.11 The Union's annual budget and operating document that are established to clarify the Union's detailed plans for the current year.

2. THE STATUS AND RELATIONSHIP BETWEEN THE UNION AND THE UNIVERSITY

- 2.1 The University affirms its commitment to the self-government and autonomy of the Union under its own constitution, consistent with the law and with the University's obligations.
- 2.2 The University and the Union trusts that this Memorandum of Understanding will contribute to maintaining the excellent relationship between the University and the Union and between University officers and Union officers which is in the interests of the University and of its students.
- 2.3 In recognition of its responsibilities, in particular as a result of the Education Act 1994, Part II, the University has agreed this memorandum and the details within it should be read as the Code of Practice required by Section 22.3 of the Act. Attached as an appendix is a summary of the details of the Code Of Practice that can be published to all students as required by section 22.4 of the Education Act 1994.

3. MANAGEMENT, ACCOUNTABILITY AND THE LAW

- 3.1 In relation to the Union's affairs there will be designated a student officer to act as the prime student representative and the Chair of Trustees and the Lead Student Officer for all legal matters. Currently this is the President of the Union. The Lead Student Officer is assisted by the other sabbatical officers, other elected officer posts and by the Chief Executive Officer of the Union and his/her staff.
- 3.2 To assist the Union and in recognition of its responsibilities in particular areas of activity, the University has appointed a Nominated Officer from amongst the staff of the University, to advise the Union's Trustees on any matters that the Trustees should wish, but particularly on financial matters, and to act as the University's representative in such matters as may be deemed necessary. The President and Vice-Chancellor shall propose, and the Union Board of Trustees shall agree the choice of Nominated Officer.
- 3.3 The Union will comply with the requirements of the Health and Safety at Work Act, with the Chief Executive having the same responsibilities in this respect as those defined in the University's Health and Safety Policy for a Head of Department. The Chief Executive, or his or her nominated deputy, for reasons of continuity, will also be the Safety Officer for the Union, advising the Students' Union Trustees as appropriate. The University Safety Advisor will be the appointed person to advise the Union on Health and Safety matters.
- 3.4 The Students' Union is responsible for complying with all other laws relating to its operations and activities including Building Regulations, the Bribery Act, Food Safety, Data Protection and the Freedom of Information Act, Copyright, Environmental Protection, Charities, Licensing, Education, Employment, Equal Opportunities legislation and the Statutes, Ordinances and Regulations of the University, in the same way as an academic department. University Officers will provide advice necessary to facilitate compliance.
- 3.5 The Union will immediately inform the Registrar and Chief Operating Officer of any legal proceedings taken or proposed against the Union or its officers.
- 3.6 The Council of the University will appoint an observer to the Sabbatical Officer Election count.
- 3.7 The Union is obliged to maintain a register of members in order to comply with Company and Charity Law. It is agreed that this register will be held on behalf of the Union's trustees by the University Registrar and Chief Operating Officer who will enable appropriate access to the register by all and any authorised persons or organisations. The Union will also have access to the data held within the register for the purposes of communications with the Company members as and when required.

4. PREMISES

- 4.1 The Students' Union will be provided with certain premises for the purpose of furthering the social, recreational, cultural, welfare and sporting activities of the University's students so far as is reasonably practicable. The premises so provided are owned by the University and made available to the Union under the terms of a lease which shall establish tenant rights for the Union and establishes a formula for the payment of rent and sets out responsibilities for the maintenance of the Buildings. The Union will not permit third parties to occupy space or facilities in any form that establishes any rights of occupancy without the permission of the University.
- 4.2 The Students' Union premises are the management responsibility of the Union. Detailed responsibilities are defined in the Union's lease, which shall be attached as an

Appendix to this memorandum. The Union will obtain the permission of the University authorities on any proposed alterations and improvements to the premises and will utilise the good offices of the University Estates Department in carrying out any works required. Such permission will not be unreasonably withheld.

- 4.3 The Union will comply with statutory requirements regarding improvements and development and will work closely with the University Estates Department with regards to any applications and/or negotiations with the relevant statutory bodies including, planning and building control authorities.
- 4.4 The Union and its clubs and societies will be permitted use of other areas in the University by agreement, and in accordance with any laid down procedures and subject to availability for social, recreational, educational, cultural and sporting activities, such areas remaining the management responsibility of the University.
- 4.5 Where the Union is allowing use of its premises to clubs, societies or to outside organisations, the requirements of the University's Regulations on Freedom of Speech, attached as an appendix to this Memorandum, will be met by the Union. In addition the Union is responsible for implementing rules governing posters, notices, temporary signs and the distribution of literature on Union premises and where clubs and societies are using other University space.
- 4.6 The Union is required to inform the University of any activities that may cause disruption to the normal operations of the University.

5. FINANCE

- 5.1 Subject to any constraints imposed by HEFCE, the University shall determine the level of grant to be paid annually to the Students' Union for the furtherance of its charitable objectives. The grant level will be agreed after a period of debate and consultation between the Union and the University that shall include the requirement for the Union to provide, for information, details of its proposed budget and its operating plans.
- 5.2 The Students' Union is responsible for maintaining its own bank account and financial records and preparing its own annual financial statements. The Students' Union may not borrow money from its bank or elsewhere, without approval from the Director of Finance.
- 5.3 All of the Union's charitable activities should be operated in a transparent manner and should encompass all of its operations including clubs and societies, sports teams and trading activities.
- 5.4 In accordance with an agreement between the University and the Students' Union, the Union will provide monthly statements of income and expenditure to the Director of Finance and the Finance Committee for information purposes only.
- 5.5 At year end, the Students' Union financial statements will be audited by an appropriately qualified firm of auditors and will be presented to the Finance Committee for information.
- 5.6 In accordance with an agreement between the University and the Students' Union, the University's internal auditor shall have access to records, assets and personnel within the Students' Union in the same way as other areas of the University.
- 5.7 The Students' Union is responsible for maintaining their insurance arrangements. These must be declared to and agreed with the Director of Estates.

- 5.8 The University is required under the Education Act 1994 to take such steps as are reasonably practicable to secure that the Students' Union is accountable for its finances, and that the financial affairs of the Union are properly conducted, as well as ensuring that arrangements exist for the approval of the Union's budget and the monitoring of its expenditure by the University.
- 5.9 The regulation of the financial affairs of the Union is detailed in the Constitution. Responsibility is vested in the Board of Trustees of the Union (or any properly constituted Sub-committee). The Board of Trustees will forward an agreed provisional budget to be received by the University in time for consideration by the University Finance Committee, the final budget being determined after the final allocation of the Union's grant.
- 5.10 The Union may bid for additional capital to fund larger projects that the Union may wish to undertake.
- 5.11 The activities of the Union will be subject to scrutiny by the University's Internal Auditor at the University's cost as considered appropriate, but also on an agreed audit timetable.
- 5.12 The Union may not incur expenditure, or take any action, which is inconsistent with the law relating to charities. In general, expenditure is proper if it can be said to be appropriate for the purpose of representing and furthering the interests of students at the University in such a way as to assist in the educational aims of the University.
- 5.13 An Annual Report of the Union will be published and made available to students and the University. The Report will contain a list of external organisations to which donations have been made in the period to which the Report relates and details of those donations. The Report will be available for inspection in the Union office and the office of the Registrar and Chief Operating Officer.
- 5.14 The Union will comply with the Financial Regulations in place, which are approved by the Board of Trustees of the Union, ratified by the Student Council and subject to approval by the University's Director of Finance.
- 5.15 The Union will comply with the detailed requirements of the Education Act concerning affiliations to external bodies, in particular giving due notice of any decision to affiliate, reporting on affiliations and reviewing them. The Union's Board of Trustees will review all external affiliations during the course of preparing its annual budget and make recommendations concerning continuation or otherwise of each affiliation for consideration by the Student Council.

6. INFORMATION SERVICES

- 6.1 The Union will be provided with the same degree of service as other University departments in relation to information technology support.

7. TRADING ACTIVITIES

- 7.1 The Union may operate legitimate trading and franchise rental activities in the University consistent with its aims and objectives, the wishes of the membership and with its Constitution. All plans for new services shall be included within the Union's annual plan presented to the University Finance Committee as part of its grant submission. The Union may carry out any, and all trading activities that further its objectives, and have robust business plans that indicates the new service will generate a surplus, or are adequately funded from other sources. The Union should take appropriate account of the complementary nature of its trading operations with those

that are already provided by the University, but any decisions by the Board of Trustees to start a new operation shall be based upon the financial and commercial needs of the Union.

- 7.2 The Union may enter into external partnerships as required by its business plans provided that no tenancy rights are granted, and no rights of a partner are extended to any assets of the Union or the University, without the prior approval of the University. In addition the Union recognises that the University has a valid interest in any potential partnership that may impact upon its image, reputation or security. The Union must consult with the University in all circumstances that may give rise to such a situation.
- 7.3 The Union may use any surpluses received from its trading activities to support its aims or to fund the development of new or existing trading services, or to build the Union's (or its trading subsidiaries') operating reserves.
- 7.4 The Union holds various licenses for the operation of its bars and entertainments operations and the Chief Executive will designate a senior member of staff as the Licensee for all matters regarding the bar. Any proposed variation to the licence conditions will be notified to the University prior to its submission for approval by the appropriate licensing authority.
- 7.5 The University of Leicester title and logo are registered trademarks in categories that include, for example, promotional and souvenir items. The Union may continue to make use of these images and title subject to the following criteria:
 - 7.5.1 All designs and uses being consistent with the University's guidelines on logo usage;
 - 7.5.2 All designs, uses, and items should be appropriate to the University's academic reputation and standing;
 - 7.5.3 All designs and uses for commercial purposes should be approved by the University's Division of External Relations, whose decision, acting reasonably, will be final.

8. STAFF MATTERS

- 8.1 The Union has full responsibility for appointing and managing its staff and such staff will formally be employees of the Union. Union staff shall be employed on the terms and conditions of employment as deemed appropriate by the Board of Trustees, which should seek professional advice.
- 8.2 The Board of Trustees shall be responsible for all matters relating to the employment, appointment, supervision and dismissal of staff. The dismissal of permanent staff shall be the responsibility of the Union's Chief Executive (or in the case of the Chief Executive, the appropriate sub-committee of the Board of Trustees), and shall follow regulations laid out in the Union's employment handbook and follow all legal requirements and current best practice.
- 8.3 The standards by which staff employed by the Union and how they shall conduct themselves in relation to each other are included in a Staff Student Protocol agreed by the Board of Trustees.
- 8.4 The Union will consult with the University regarding any proposed change to its employees' pension arrangements. For so long as the University is required by USS to guarantee the Union's obligations to USS, the Union will in particular ensure that it

remains in active membership of USS by having at least one member of staff in active membership, and taking such action as is necessary to avoid triggering a "Section 75" withdrawal from USS.

- 8.5 The University will be consulted regarding the terms, conditions and recruitment of the Union's most senior member of staff, normally the Chief Executive. The University will normally be invited by the Board of Trustees to add a member of its senior management team to any interview panel for the senior staff post in the Union.
- 8.6 Staff employed by the Union to work for more than 16 hours per week, on contracts of at least 12 months' duration, and who are not already full-time students of the University, shall be entitled to receive a fee discount on courses of part-time or distance learning study undertaken by them at the University. On this basis a fee discount of 50% will be applied to PhD programmes, and a fee discount of 30% will be applied to all other courses. Individuals whose primary purpose in joining the University is to be a student shall not be eligible to receive such discounts.

9. COMPLAINTS AND DISCIPLINE

- 9.1 The Bye-laws of the Union provide for a complaints procedure for use by students not satisfied in their dealings with the Union. Complainants not satisfied, having utilised in full the procedures internal to the Union, have a right to refer the matter to the Registrar and Chief Operating Officer of the University for consideration under the University's Complaints Procedure.
- 9.2 Complainants not satisfied as a result of the above have the right of access to an independent person appointed by the University. The independent person will carry out appropriate enquiries and report to the complainant and to the University with conclusions and suggested remedies. All parties to any complaint will be informed of its nature and have the right to present written responses or representations, which will be considered.
- 9.3 Reports of complaints and of suggested remedies shall be made to the University. The University shall determine whether the remedies are appropriate and suggest action by the Union, the University or the complainant as a result. The Union undertakes to implement such remedies promptly and fully.
- 9.4 Serious offences will be reported by the Union to the Registrar and Chief Operating Officer before Union action is considered or taken. Any University decision to proceed under the University Senate regulations governing student discipline will normally take precedence and any Union proceedings will cease.

10. WELFARE

- 10.1 The University and the Union both attach great importance to the welfare of students and will co-operate fully in providing complementary services of quality, commensurate with available resources.
- 10.2 Representatives from the Union sit on relevant University Committees and on working parties with responsibilities for student welfare and student related matters. The University recognises and welcomes the representative function of the Union on these committees and commits to consult with the Union on any changes to the provision of welfare services.
- 10.3 The University recognises and welcomes the important role of independent advocacy provided by the Union in representing, advising and supporting students who are

utilising the appeals and complaints procedure or who are the subject of disciplinary action.

11. MEDIA

- 11.1 All features, articles, letters and advertisements published in publications, or content on the radio or TV stations are as a result of decisions made by the Editor/Station Manager liaising with the Executive Committee of the Union as appropriate. As such they are independent of the University and the University will accept no responsibility for anything so published. Material which is unlawful may not be published, and the Union is obliged to ensure this is so and will appoint a student officer to check student publications to ensure compliance with the law before it goes to print or is broadcast. The Union's Trustees shall ensure that there is in place an appropriate removal policy for all Union media.
- 11.2 All the Union's electronic communications (including its web site and any social network sites) will be moderated by a responsible officer or staff member of the Union, and any offensive or inappropriate material will be removed as soon as it is practical to do so.
- 11.3 The Union will normally liaise with the University press office if significant media publicity is being sought for any issue in order to maximise its impact and to reduce any potential clashes with the University press agenda.
- 11.4 The Union will ensure that the University has ownership of a page (and its electronic equivalent) in Ripple. The process by which this is achieved will be the subject of annual discussion between the University press office and the Ripple Editor.

12. LOCAL COMMUNITY

- 12.1 The University and the Union are committed to improving links with the local community.
- 12.2 The University recognises the work done by the Union with volunteering through its various programmes and will support such initiatives for the good of students and the local community.

13. COMMUNICATION WITH THE UNIVERSITY ADMINISTRATION

- 13.1 The formal channel of communication between the University and the Union will be via the President of the Union and the Registrar and Chief Operating Officer of the University who will meet regularly for this purpose. However, in general, Union officers may access members of Corporate Services directly on any issue. The President and Vice-Chancellor will meet with officers of the Union from time to time or as necessary.

14. DISPUTE RESOLUTION

- 14.1 In the event that there is a dispute between the Union and the University regarding any matter both parties will seek a resolution through negotiations between senior officers and staff of the parties, who have authority to settle the same.
- 14.2 If the matter is not resolved by negotiation within a reasonable time both parties agree to attempt to resolve the dispute in good faith through the appointment of a single arbitrator to be agreed between the parties, or failing agreement on an arbiter, an arbitrator will be appointed by the Chair of University Council.

15. REVIEW

- 15.1 The University will formally review the Union’s constitution, and this Memorandum of Understanding, every five years. However, if the Union submits proposals for substantial amendments to the constitution or the Memorandum of Understanding to the University in any year, the next formal review will be held at least five years from the year in which the University approved those amendments.
- 15.2 The rules and regulations of the Union can be amended by the Union (utilising the appropriate procedures) as required. However, they shall be presented to the University every five years along with the Union’s Constitution and this memorandum of Understanding for the five yearly review as required by the Education Act 1994.
- 15.3 Any disputes on the interpretation or application of this Memorandum of Understanding will be referred to a meeting of the Union’s Chair of Trustees, the Union’s Chief Executive, the University Registrar and Chief Operating Officer and the Chair of the University Council.

SIGNED FOR THE UNIVERSITY:

.....

Vice-Chancellor

Date:.....

SIGNED FOR THE STUDENTS’ UNION:

.....

Chair of the Board of Trustees

Date:

APPENDICES

APPENDIX 1: UNIVERSITY CHARTER (EXTRACT)

Section 12

There shall be an Alumni Association of the University and there shall also be a Students' Union. The Alumni Association and the Students' Union shall respectively have such and so many representatives on the Council and the Court and on such conditions as may be provided by the Statutes and Ordinances of the University.

APPENDIX 2: UNIVERSITY STATUTES (EXTRACT)

Section 11: The Students' Union

There shall be a Students' Union of the University and Ordinances shall prescribe the constitution, functions, privileges and other matters relating to such a Union.

APPENDIX 3: UNIVERSITY ORDINANCES (EXTRACT)

Ordinance 22: The Students' Union

1. There shall be a Students' Union of the University (hereinafter called the Union) for the promotion of the general interests of students and to afford a recognised channel of communication between students and the University authorities.
2. The members of the Union shall be:(a) all registered students of the University.(b) such members of staff of the University as may elect to become Associate Members of the Union.(c) such persons as the Union in accordance with its Regulations may from time to time admit or elect as Associate, Life, Honorary or External Members, provided that any registered student shall have the right not to be a member of the Union if he/she so wishes, and shall not be unfairly disadvantaged by reason of having exercised that right. Students wishing not to be members of the Union must indicate this wish in writing to the Registrar and Chief Operating Officer (or such officer as he may designate for the purpose), and this decision will remain effective for the duration of their registered student membership of the University unless they take specific action to resume membership. Students who have opted out may not resume membership of the Union during the session in which they have opted out, but they may take up membership in any subsequent session, provided that they indicate a wish to do so in writing to the Registrar and Chief Operating Officer or his designated officer.
3. Members under 2(b) and 2(c), other than Honorary Members, will be required to pay such subscription as may be required by the Regulations of the Union.
4. The Constitution of the Union shall consist of the provisions of the University's Statutes concerning the Students' Union, this Ordinance, any other Regulations of the University concerning the Union, the Bye-Laws and Regulations of the Union prepared and approved in accordance with section (6) below, and the Articles and Memorandum of Incorporation. This Constitution shall comply with the terms of the Education (No. 2) Act 1986 and the Education Act 1994, and shall be presented to the Council of the University for review at least every five years. Copies of the Constitution shall be made freely available for inspection by any member of the University in the offices of the Union, the office of the Registrar and Chief Operating Officer, the Library of the University, and in such other places as the Executive Committee of the Union may designate.

5. The Union shall designate an officer or an employee who shall have overall responsibility for the implementation of the financial aspects of this Ordinance and of any Regulations of the University concerning the Union. This person shall also have a duty to advise the Union if at any time any action or policy under consideration by the Union appears to be in conflict with any statutory requirements, the terms of this Ordinance, the Regulations of the University, or any other agreement between the Union and the University. The designated person shall be required to inform the President and Vice-Chancellor in writing should the Union decide to proceed contrary to that advice.
6. Regulations shall be prepared by the Union for the furtherance of the objects of the Union which regulations and any alterations or abrogation thereof shall be of effect and binding on all members of the Union immediately upon receiving the approval of the Registrar and Chief Operating Officer, whose decision in each case shall be reported to the Council of the University. The Regulations shall provide inter alia for the election of officers by secret ballot, for the conduct of all elections by democratic process, for the publication of an Annual Report and Accounts, for the appointment of a Union Council, an Executive Committee, a Finance and Management Committee and Standing Committees, for the affiliation of Students' Societies and Athletic Clubs to the Union, for the allocation of resources to affiliated societies and clubs, for the affiliation of the Union to external organisations, and for appropriate procedures governing these activities.
7. Students shall be permitted to participate in elections of the Union by postal ballot under such circumstances and according to such procedures as shall be defined in the Regulations of the Union.
8. The conduct of the elections of officers shall be subject to inspection by a person appointed by the University of the University, who shall be required to satisfy himself on behalf of the University that the elections have been fairly and properly conducted, and without whose certificate any election shall be void.
9. No person shall hold sabbatical office, or paid elected office, in the Union for more than two years in total.
10. The functions of the Executive Committee, subject to the Regulations of the Union, shall be to represent the Union in all matters affecting its interests.
11. The Board of Trustees shall be accountable for the administration of the finances of the Union. The accounts of the Union shall at the end of each financial year be audited by a public accountant in the active practice of his profession, and copies of the accounts, with the signed report of the auditor, shall be presented to the Union Council. The audited accounts shall also be presented to the Council of the University, through the University's Finance Committee, and copies shall be made freely available for inspection by any member of the University in the offices of the Union, the office of the Registrar and Chief Operating Officer, the Library of the University, and in such other places as the Board of Trustees may designate.
12. The Annual Report and Accounts of the Union shall contain: (a) a list of any external organisations to which the Union has made donations in the period to which the report relates, and details of those donations, and (b) a list of any external organisations to which the Union has been affiliated in the period to which the report refers, and details of the subscriptions or fees paid to such organisations in the same period.
13. The budget of the Union for the forthcoming financial year shall be prepared in accordance with the Regulations of the Union, shall be subject to discussion with the

Registrar and Chief Operating Officer and other appropriate officers of the University, and shall be presented to the Council of the University, through the University's Finance Committee, for approval.

14. The Union shall make a quarterly report on its income and expenditure against the approved budget to the University's Finance Committee.
15. The Union shall incur no expenditure, and take no other action, which is inconsistent with the law relating to charities.
16. The Board of Trustees shall have the authority to affiliate the Union to outside organisations, subject to legislation, the provisions of Ordinances, and the Regulations of the Union. Any such new affiliation shall be announced by means of a notice stating the name of the organisation, and details of any subscriptions or donations made or proposed. The notice shall be prominently displayed in the Students' Union, and shall be made available for display in the University Library and the office of the Registrar and Chief Operating Officer.
17. The Regulations of the Union shall include procedures for the review of affiliations to external organisations annually. 5% of the members of the Union under 2 (a) above may, on provision of a signed requisition, call for a ballot of all members on the continuation of affiliation to a specified external organisation or organisations, provided that no organisation may be the subject of such a ballot more than once in any Academic Year.
18. The Regulations of the Union shall include procedures for the consideration of any complaints by students (whether members or not) who are dissatisfied in their dealings with the Union. Complainants shall have a right of appeal to an independent person appointed by the Council of the University. Students who, not being members of the Union, claim to have been unfairly disadvantaged as a consequence, may have their complaints considered by the Registrar and Chief Operating Officer, and shall have a right of appeal thereafter to an independent person.

APPENDIX 4: STUDENTS' UNION CODE OF PRACTICE

The Education Act 1994 (Section 22(3)) requires universities to issue a Code of Practice, setting out the manner in which the requirements of section 22(1) and (2) of the Act, relating to the organisation and activities of the Students' Union, are to be put into effect.

The statutory Information for Students under Section 22(4)(b) of the Education Act is detailed below.

The requirements of Section 22(2) in the wording of the Act	The steps taken by the University
(a) The Union should have a written constitution	<p>The Memorandum and Articles of Incorporation were approved by Council in 2008.</p> <p>More detailed procedures of a constitutional nature are set out in the Bye-Laws, agreed by the Unions Board of Trustees and Student Council, the first version of these being received by University Council on 29 March 2010 at the same time as the Memorandum and Articles of Incorporation.</p>
(b) The provisions of the constitution should be subject to the approval of the governing body and to review by that body at intervals of not more than five years.	<p>See above. The constitution was last reviewed and minor changes approved by the University Council in July 2015.</p> <p>The next review will take place in the academic year 2019-20.</p>
(c) A student should have the right not to be a member of the union, or in the case of a representative body which is not an association, to signify that he does not wish to be represented by it, and students who exercise that right should not be unfairly disadvantaged, with regard to the provision of services of otherwise, by reason of their having done so.	<p>Article 10.1.1 of the Articles of Incorporation establishes the right of students to opt out of Union membership.</p> <p>The procedures for so doing are contained in the Bye-Laws.</p>
(d) Appointment to major union offices should be by election in a secret ballot in which all members are entitled to vote.	<p>This is established by the Memorandum and Articles of Incorporation (Article 33).</p>
(e) The governing body should satisfy themselves that the elections are fairly and properly conducted.	<p>According to the Bye-Laws, the University shall appoint a representative to oversee the good conduct of the Students' Union's elections.</p>
(f) A person should not hold sabbatical office, or paid elected union office, for more than two years in total at the establishment.	<p>This is established by the Articles of Incorporation (Article 33.2).</p>
(g) The financial affairs of the union should be	<p>The Budget of the Students' Union is received</p>

<p>properly conducted, and appropriate arrangements should exist for the approval of the union's budget, and the monitoring of its expenditure, by the governing body.</p>	<p>by the University Finance Committee, which would thereby be enabled to draw the attention of the Students' Union to any problems it had identified.</p> <p>The Financial Regulations of the University and the Union provide for the approval of the audit arrangements of the Students' Union by the University.</p>
<p>(h) Financial reports of the union should be published annually or more frequently, and should be made available to the governing body and to all students, and each such report should contain, in particular, a list of the external organisations to which the union has made donations in the period to which the report relates, and details of those donations.</p>	<p>The Annual Financial Statements of the Students' Union are received by the University Finance Committee.</p> <p>Details of any donations would be contained in the Financial Statements.</p>
<p>(i) The procedure for allocating resources to groups or clubs should be fair, and should be set down in writing and freely accessible to all students.</p>	<p>The procedures are published by the Students' Union in the Clubs and Societies Handbooks, generally accessible to members, and on the Students' Union website.</p> <p>Revisions of the procedures must be approved by the University Director of Finance.</p>
<p>(j) If the union decides to affiliate to an external organisation, it should publish notice of its decision, stating the name of the organisation, and details of any subscription or similar fee paid or proposed to be paid, and of any donation made or proposed to be made, to the organisation, and any such notice should be made available to the governing body and to all students.</p> <p>Where the union is affiliated to any external organisations, a report should be published annually or more frequently, containing a list of the external organisations to which the union is currently affiliated, and details of subscriptions or similar fees paid, or donations made, to such organisations in the past year or since the last report, and such reports should be made available to the governing body and to all students.</p>	<p>If the Union decides to affiliate to an external organisation, it shall publish notice of its decision, stating the name of the organisation, and details of any subscription or similar fee paid or proposed to be paid, and of any donation made or proposed to be made, to the organisation, and any such notice should be made available to Council and to all students.</p> <p>An annual report shall be made to Council, normally in the Autumn term in conjunction with the Financial Statements of the Students' Union, containing a list of the external organisations to which the union is currently affiliated, and details of subscriptions or similar fees paid, or donations made, to such organisations since the last report. If there are no affiliations, Council shall be so informed. The content of the report to Council shall be made available to all students by the Students' Union.</p>

<p>(l) There should be procedures for the review of affiliations to external organisations, under which the current list of affiliations is submitted for approval by members annually or more frequently, and at such intervals of not more than a year as the governing body may determine, a requisition may be made by such proportion of members (not exceeding 5%) as the governing body may determine, that the question of continued affiliation to any particular organisation be decided upon by a secret ballot in which all members are entitled to vote.</p>	<p>The Students' Union is required to conduct an annual review of its current list of affiliations, according to procedures to be approved by the Registrar and Chief Operating Officer. The procedures shall be published by the Students' Union on its website.</p> <p>The Bye-Laws provide that Members who are opposed to affiliation of the Union to a particular external organisation, or who wish to see the Union affiliated to a particular organisation may call for a secret ballot of all members. 5% of the full membership of the Union may call for such a ballot (in accordance with the Constitution), provided that no organisation may be subject to a ballot more than once in any one academic year.</p>
<p>(m) There should be a complaints procedure available to all students or groups of students who are dissatisfied in their dealings with the union, or claim to be unfairly disadvantaged by reason of their having exercised the right referred to in paragraph (c) above, which should include provision for an independent person appointed by the governing body to investigate and report on complaints.</p> <p>(n) Complaints should be dealt with promptly and fairly and where a complaint is upheld there should be an effective remedy.</p>	<p>Under the Bye-Laws, the Trustees are required to provide for the internal handling of complaints in the Students' Union.</p> <p>The Students' Union is also required to publish on its website a complaints procedure for those dissatisfied with the outcome of the internal complaints procedure. This shall include provision for an independent person appointed by Council to investigate on complaints. The procedure shall be approved by the Registrar and Chief Operating Officer of the University.</p>

Section 22(4)(b) - Information for students

Under section 22(4)(b) of the Education Act 1994, the University is obliged to draw to the attention of students the restrictions imposed on the activities of the Students' Union by the law relating to charities.

Resources provided to the Union by the University should be used only for the charitable purposes of the Students' Union. The charitable purposes of the Students' Union are defined by the Memorandum and Articles of Incorporation as:

1. The objects of the Union are the advancement of education of Students at the University of Leicester for the public benefit by:
 - a. promoting the interests and welfare of Students at the University of Leicester during their course of study and representing, supporting and advising Students;
 - b. being the recognised representative channel between Students and the University of Leicester any other external bodies; and

- c. providing social, cultural, sporting and recreational activities, and forums for discussions and debate for the personal development of its students.

APPENDIX 5: THE EDUCATION ACT 1994 (EXTRACT)

Part II – Students’ Unions

20. Meaning of “students' union”

1. In this Part a “students' union” means—
 - a. an association of the generality of students at an establishment to which this Part applies whose principal purposes include promoting the general interests of its members as students; or
 - b. a representative body (whether an association or not) whose principal purposes include representing the generality of students at an establishment to which this Part applies in academic, disciplinary or other matters relating to the government of the establishment.
2. References in this Part to a students' union include an association or body which would fall within subsection (1) if for the references to the generality of students at the establishment there were substituted a reference to—
 - a. the generality of undergraduate students, or graduate students, at the establishment; or
 - b. the generality of students at a particular hall of residence of the establishment.
3. References in this Part to a students' union include an association or body which consists wholly or mainly of—
 - a. constituent or affiliated associations or bodies which are themselves students' unions within subsection (1) or (2), or
 - b. representatives of such constituent or affiliated associations,
and which fulfils the functions of a students' union within subsection (1) or (2) in relation to students at an establishment to which this Part applies.
4. An association or body may be a students' union within the meaning of this Part in relation to more than one establishment but not in relation to establishments generally in the United Kingdom or a part of the United Kingdom.
5. References in this section to an association of the generality of students, or of any description of students, include—
 - a. any association which the generality of students, or of students of that description, may join, whether or not it has in membership a majority of them, and
 - b. any association which would fall within paragraph (a) if the references there to students were confined to full-time students;and references to a representative body whose principal purposes include representing the generality of students, or of any description of students, shall be similarly construed.

21. Establishments to which Part II applies

1. The establishments in England and Wales to which this Part applies are—
 - a. any university receiving financial support under section 65 of the [1992 c. 13.] Further and Higher Education Act 1992;
 - b. any institution conducted by a higher education corporation or further education corporation within the meaning of that Act;
 - c. any institution designated under section 129 of the [1988 c. 40.] Education Reform Act 1988 as eligible to receive support from funds administered by a higher education funding council;
 - d. any institution designated under section 28 of the [1992 c. 13.] Further and Higher Education Act 1992 as eligible to receive support from funds administered by a further education funding council;
 - e. any institution substantially dependent on financial support under section 6(5) of that Act (certain institutions providing facilities for part-time, or adult, further education);
 - f. any institution designated, or of a description designated, by order of the Secretary of State;
 - g. any college, school or hall in an establishment within any of the above paragraphs.
2. The establishments in Scotland to which this Part applies are—
 - a. any institution within the higher education sector for the purposes of section 56(2) of the [1992 c. 37.] Further and Higher Education (Scotland) Act 1992;
 - b. any college of further education (within the meaning of section 36(1) of that Act), the board of management of which, or in respect of which an appropriate person, is in receipt of a grant, loan or other payment as mentioned in section 4(1) of that Act;
 - c. any central institution within the meaning of section 135(1) of the [1980 c. 44.] Education (Scotland) Act 1980;
 - d. any institution designated, or of a description designated, by order of the Secretary of State.
3. For the purposes of subsection (1)(e) an institution is substantially dependent on financial support under section 6(5) of the [1992 c. 13.] Further and Higher Education Act 1992 in any year in which such support amounts to 25 per cent. or more of its income.

For this purpose “year” means an accounting year of the institution, and “income” means receipts of any description, including capital receipts.
4. In subsection (1)(g) “college” includes any institution in the nature of a college.
5. References in this Part to the governing body of an establishment are to the executive governing body which has responsibility for the conduct of affairs of the establishment and the management and administration of its revenue and property.

22. Requirements to be observed in relation to students' unions

1. The governing body of every establishment to which this Part applies shall take such steps as are reasonably practicable to secure that any students' union for students at the establishment operates in a fair and democratic manner and is accountable for its finances.
2. The governing body shall in particular take such steps as are reasonably practicable to secure that the following requirements are observed by or in relation to any students' union for students at the establishment—
 - a. the union should have a written constitution;
 - b. the provisions of the constitution should be subject to the approval of the governing body and to review by that body at intervals of not more than five years;
 - c. a student should have the right—
 - i. not to be a member of the union, or
 - ii. In the case of a representative body which is not an association, to signify that he does not wish to be represented by it, and students who exercise that right should not be unfairly disadvantaged, with regard to the provision of services or otherwise, by reason of their having done so;
 - d. appointment to major union offices should be by election in a secret ballot in which all members are entitled to vote;
 - e. the governing body should satisfy themselves that the elections are fairly and properly conducted;
 - f. a person should not hold sabbatical union office, or paid elected union office, for more than two years in total at the establishment;
 - g. the financial affairs of the union should be properly conducted and appropriate arrangements should exist for the approval of the union's budget, and the monitoring of its expenditure, by the governing body;
 - h. financial reports of the union should be published annually or more frequently, and should be made available to the governing body and to all students, and each such report should contain, in particular—
 - i. a list of the external organisations to which the union has made donations in the period to which the report relates, and
 - ii. details of those donations;
 - i. the procedure for allocating resources to groups or clubs should be fair and should be set down in writing and freely accessible to all students;
 - j. if the union decides to affiliate to an external organisation, it should publish notice of its decision stating—
 - i. the name of the organisation, and
 - ii. details of any subscription or similar fee paid or proposed to be paid, and of any donation made or proposed to be made, to the organisation, and any such notice should be made available to the governing body and to all students;

- k. where the union is affiliated to any external organisations, a report should be published annually or more frequently containing—
 - i. a list of the external organisations to which the union is currently affiliated, and
 - ii. details of subscriptions or similar fees paid, or donations made, to such organisations in the past year (or since the last report), and such reports should be made available to the governing body and to all students;
 - l. there should be procedures for the review of affiliations to external organisations under which—
 - i. the current list of affiliations is submitted for approval by members annually or more frequently, and
 - ii. at such intervals of not more than a year as the governing body may determine, a requisition may be made by such proportion of members (not exceeding 5 per cent.) as the governing body may determine, that the question of continued affiliation to any particular organisation be decided upon by a secret ballot in which all members are entitled to vote;
 - m. there should be a complaints procedure available to all students or groups of students who—
 - i. are dissatisfied in their dealings with the union, or
 - ii. claim to be unfairly disadvantaged by reason of their having exercised the right referred to in paragraph (c)(i) or (ii) above, which should include provision for an independent person appointed by the governing body to investigate and report on complaints;
 - n. complaints should be dealt with promptly and fairly and where a complaint is upheld there should be an effective remedy.
3. The governing body of every establishment to which this Part applies shall for the purposes of this section prepare and issue, and when necessary revise, a code of practice as to the manner in which the requirements set out above are to be carried into effect in relation to any students' union for students at the establishment, setting out in relation to each of the requirements details of the arrangements made to secure its observance.
 4. The governing body of every establishment to which this Part applies shall as regards any students' union for students at the establishment bring to the attention of all students, at least once a year—
 - a. the code of practice currently in force under subsection (3),
 - b. any restrictions imposed on the activities of the union by the law relating to charities, and
 - c. where the establishment is one to which section 43 of the [1986 c. 61.] Education (No.2) Act 1986 applies (freedom of speech in universities and colleges), the provisions of that section, and of any code of practice issued under it, relevant to the activities or conduct of the union.
 5. The governing body of every establishment to which this Part applies shall bring to the attention of all students, at least once a year, and shall include in any

information which is generally made available to persons considering whether to become students at the establishment—

- a. information as to the right referred to in subsection (2)(c)(i) and (ii), and
 - b. details of any arrangements it has made for services of a kind which a students' union at the establishment provides for its members to be provided for students who are not members of the union.
6. In subsections (2), (4) and (5) the expression “all students” shall be construed as follows—
- a. in relation to an association or body which is a students' union by virtue of section 20(1), the reference is to all students at the establishment;
 - b. in relation to an association or body which is a students' union by virtue of section 20(2), the reference is to all undergraduate, or all graduate, students at the establishment or to all students at the hall of residence in question, as the case may be;
 - c. in relation to an association or body which is a students' union by virtue of section 20(3), the reference is to all the students who by virtue of section 20(1) or (2) are comprehended by that expression in relation to its constituent or affiliated associations or bodies.
7. In this section the expression “members”, in relation to a representative body which is not an association, means those whom it is the purpose of the union to represent, excluding any student who has exercised the right referred to in subsection (2)(c)(ii).
8. In subsection (2)(j) to (l) the references to affiliation to an external organisation, in relation to a students' union for students at an establishment, include any form of membership of, or formal association with, an organisation whose purposes are not confined to purposes connected with that establishment.
9. Subsection (2)(d) and (l)(ii) (elections and affiliations: requirements to hold secret ballot of all members) do not apply in the case of an open or distance learning establishment, that is, an establishment where the students, or the great majority of them, are provided with materials for private study and are not required to attend the establishment to any significant extent or at all.

APPENDIX 6: UNIVERSITY REGULATIONS CONCERNING FREEDOM OF SPEECH

Introduction

1. The University regards it as a fundamental principle of its existence as an independent academic institution that freedom of speech within the law should be respected on its premises and in all its activities. No individual or body of persons shall be prevented from studying, or participating in any academic activity, or being invited to deliver a lecture, or delivering a lecture, or complying with a contract of employment with the University, solely on account of their political, religious or other opinions and beliefs. Equally, the University does not expect that any speaker will make requests or seek to impose conditions requiring the observance of their opinions or beliefs by the audience.

Basis of Jurisdiction

2. This Code is approved by the Council, in accordance with its authority under the Charter and Statutes of the University. It also constitutes the Code of Practice required by Section 43 of the Education (No 2) Act 1986, which states, inter alia, that every individual and body of persons concerned in the government of the University shall take such steps as are reasonably practicable to ensure that freedom of speech within the law is secured for members, students and employees of the University and for visiting speakers; and that the Council shall issue and keep up to date a code of practice setting out the procedures to be followed in connection with the organisation of meetings and other activities, and the conduct required in connection with any such meeting or activity.

Scope of Authority

3. The provisions of this Code, and of any procedures duly instituted in accordance with it, shall apply in full to all employees, students, honorary and visiting staff and any other members of the University within the meaning of Section 2 of the Statutes; to the Students' Union, its clubs and societies; and to all persons and associations occupying property of the University.
4. All persons to whom the Code applies are under an obligation to take no action which would hinder freedom of speech within the law, or which would prevent the University, the President and Vice-Chancellor or any of its Officers from discharging their duty to ensure freedom of speech so far as is reasonably practicable.
5. Ordinance 23(2) and the Regulations Governing Student Discipline provide that persons authorised by Senate for the purpose shall have the authority, and it shall be their duty to check disorderly or improper conduct or any breach of regulations occurring in any of the University buildings or their precincts or in public buildings or places.
6. This Code applies to informal or social activities as well as to any more formal meeting or lecture as may be subject to the specific and detailed special arrangements set out below. Examples include visiting lecturers invited by academic staff, religious or political representatives speaking on campus, and events such as debates, speeches and conferences taking place in University facilities that have been organised by staff, students and external bodies.
7. In the exercise of its duties under this Code, the University and its Officers will also take account of other obligations under the law which may require it to have regard to what is said on its premises. In particular, the rights conferred by this Code do not extend to any speaker who acts unlawfully by, for example, using threatening, abusive or insulting words or behaviour so as to run the risk of inciting violence or racial

hatred; who invites support for a proscribed terrorist organisation; or whose activities, even if directed to lawful purposes, cease to be lawful when, for example, they break conditions imposed by the police, endanger the health and safety of others, or cause serious public disorder.

Procedures

8. The President and Vice-Chancellor shall be responsible to the Council for the operation and enforcement of this Code. His authority for its administration shall be delegated to the Registrar, who may further delegate authority in general or particular instances to other Officers of the University.
9. The Registrar shall be authorised to compile such additional Administrative Procedures as he or she thinks necessary for the effective implementation of this Code, and such procedures shall have effect as if they formed part of this Code, and shall be interpreted in such a manner as not to conflict with the Code.
10. Such administrative procedures may include, but are not restricted to:
 - a. details of the arrangements required for booking rooms or arranging other activities on University premises;
 - b. appointing of Officers responsible for the receipt and management of event bookings;
 - c. explanation and elaboration of the categories of visiting speaker, and of subject matter for a meeting, and of other characteristics of an activity which at any given time is likely to be "designated" under the terms of paragraph 21 below.
11. Such Administrative Procedures shall be published by the Registrar in an Appendix to this Code and, as far as is reasonably practicable, shall be circulated to all persons or organisations within the University concerned in the organisation of activities covered by this Code. Failure to receive such Administrative Procedures shall not exempt the organiser of any activity from liability to conform with the said procedures.

General Requirements

12. Any meeting or activity taking place on the premises of the University, shall, whether it has been "designated" or not, comply with paragraphs 1 and 4 above, and with paragraphs 13 to 20 below.
13. The organisers of any meeting or activity held on University premises shall ensure that a single person is appointed as the principal organiser of the event. The principal organiser has a duty to see that nothing in the preparations for or conduct of that meeting or activity infringes the law, for example, by conduct likely to cause a breach of the peace or incitement to illegal acts.
14. The principal organiser or chair of the meeting has a duty so far as is possible to ensure that both the audience and the speaker act in accordance with the law during the meeting. In the case of conduct which is or appears to be unlawful or in breach of this Code, the chair is required to give appropriate warning and, if necessary, to require the withdrawal or removal of persons concerned.
15. No article or objects capable of causing damage or injury may be taken inside a building where a meeting is taking place, or taken or used elsewhere on University premises, in circumstances likely to lead to damage or injury.
16. Premises used for meetings or activities must be left in a clean and tidy condition, in default of which the organisers may be charged for any additional cleaning and repairs that are subsequently required.
17. The University's expectation is that any request to make a booking for an event to be held on University premises will normally be received at least two weeks before the

event is due to take place. This notice period is required so that the University has sufficient time to undertake any review that it considers necessary of the details of the planned event. The University's expectation is that any such review will normally be completed within three working days of the receipt of the request. Any specific variations to these normal expectations are detailed in the Appendix.

Gender Segregation at Events and Meetings

18. The University has a legal duty to ensure that all students, employees and members of the public can enjoy access to events and meetings held on its premises without unlawful discrimination. Segregation of audiences according to gender is therefore not permitted at any conference, meeting, speech, lecture or other event organised for and attended by students, employees of the University or the Students' Union, or members of the public. This includes any such event held on University premises that takes place under the auspices of the Students' Union, its clubs, societies and associations, or any external organisation.
19. The University will decline any request received from an organising body or a visiting speaker, or from an individual attending or wishing to attend an event at the University, for the audience to be segregated according to gender.
20. Segregation according to gender is permissible during acts of collective religious worship as this is not subject to equality legislation. However, no segregation is permitted at any meeting or event at the University which precedes or follows on from an act of collective religious worship.

Designated Events

21. Any meeting or other activity where the Registrar judges that the identity of the speaker and/or the subject matter of his or her speech will be regarded as controversial, such that there is a real likelihood that the speaker or participants may not be able to enter or leave the building safely and/or deliver his or her speech, will be classified by the Registrar or (in each of clauses 22-29) his Appointed Officer as a Designated Event.
22. The fact that a meeting or activity has for any reason not been defined as a Designated Event shall in no way exempt the organisers or participants from their general responsibilities under this Code.
23. The principal organiser of a Designated Event will be required to provide to the Registrar or his Appointed Officer, by a deadline which shall be specified by the University for that event, a written statement of the name of the speaker, the title and subject of the address and the precise times of the arrival and departure of the speaker. The University reserves the right to cancel the booking for any event where the principal organiser does not provide the written statement by the due deadline.
24. Having given proper consideration to this written statement and all other information as he or she deems appropriate, in accordance with the general principles set out in paragraphs 1 and 2, the Registrar shall issue to the principal organiser a written statement which shall either grant or withhold permission for the use of University premises for the event. This shall normally be issued within three working days of the receipt of the written statement from the principal organiser, and it shall indicate that the principal organiser has the right to appeal against the decision of the Registrar.
25. Permission for the use of University premises may be granted subject to such conditions as the Registrar considers reasonably necessary to secure fulfilment of the University's responsibilities concerning the protection of free speech within the law.
26. The principal organiser must provide written confirmation that they and all other persons concerned with the organisation of, or speaking at, an event for which

permission has been granted shall be required to comply with any and every condition laid down by the Registrar. Such conditions may include a requirement that tickets must be issued for public meetings and that an adequate number of named stewards should be available, as to whose suitability the Registrar must be satisfied, in addition to any security staff that the Registrar may feel should be present to maintain order.

27. The conditions prescribed by the Registrar may include conditions concerning admission or exclusion of press, television or broadcasting personnel.
28. In addition to any conditions referred to above the Registrar has discretion to lay down further conditions, if appropriate, after consultation with the police; and if not satisfied that adequate arrangements can be made to maintain good order and the health and safety of all individuals involved in the event he or she may refuse or withdraw permission for the meeting or activity. This shall include the discretion to withdraw permission at short notice, even after an event has commenced, if it becomes apparent that the University has not been notified of details or material changes, such as a change of named speaker, which might otherwise have resulted in permission to hold the event not being granted.
29. Appeals against the rulings of the Registrar may be made to the President and Vice-Chancellor whose decision shall be final but must be reported to the next meeting of the Council.

Enforcement

30. Any infringement of this Code by a student or a member of staff of the University shall be subject to the established disciplinary procedures of the University appropriate to the person or persons concerned. In respect of students, infringement may be classified as an offence within the terms of the Regulations Governing Student Discipline; and in respect of employees of the University, infringement may be regarded as a breach of contract of employment.
31. If any actions involve breaches of the law, the University will assist the prosecuting authorities to implement the process of law, and may suspend any internal disciplinary proceedings pending the outcome of any such processes.

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Code of Practice Concerning Freedom of Speech: Appendix

32. This appendix describes the Administrative Procedures governing the booking of rooms on University premises for the purpose of holding any form of non-teaching event. All such events are subject to the requirements set out in sections 12-20 of this Code. Designated Events are further subject to the specific requirements set out in sections 21-29.

Booking of non-teaching events held in centrally timetabled rooms

33. Bookings of non-teaching events held in centrally timetabled rooms may be made only by a member of University staff or a designated representative of a Society of the Students' Union. In both cases the individual in whose name the booking is made will be regarded as the principal organiser of the event.
34. Bookings of events made by staff must be made using the on-line booking form available at www2.le.ac.uk/offices/sas2/roombookings/form/.
35. Bookings of events made on behalf of a Society of the Students' Union must first follow the same procedures as apply to events held within the Percy Gee Building, as set out in 43-47 below. Bookings will not be confirmed to students before those procedures have been completed.
36. Staff bookings of centrally timetabled rooms for non-teaching events will first be reviewed by staff in the Room Bookings Office. Requests relating to new events which have not been held at the University previously, or which feature external speakers who have not delivered speeches at the University before, will be referred to the University's Head of Security, who is the Registrar's appointed officer in such matters. The Head of Security will review the information on the planned event and will determine, with due regard to the requirements of this Code and the University's legal obligations, whether there are any features of the event that warrant a recommendation for the booking to be declined. Further external information or advice will be obtained if required. In all cases the Head of Security will make his or her recommendation to the Registrar, who will then make the final decision to accept or decline the booking. Before making a final decision the Registrar may discuss the matter further with other senior officer(s).
37. The Registrar, through the Head of Security, will advise the Room Bookings Office in all cases where either the booking is to be declined or the booking is to be accepted and classified as a Designated Event. All such decisions will be communicated in writing to the principal organiser. The Registrar will stipulate whether any special conditions or arrangements are to be attached to the acceptance of any booking. The principal organiser must provide written acceptance of any such conditions or arrangements before the booking can be confirmed.

Booking of events held in the University's conference facilities

38. Bookings for events to be held in the University's conference facilities may be made by University staff, designated representatives of the Students' Union, and external groups or organisations.
39. The principal organiser of any event to be held in the University's conference facilities is required to undertake that the principles embodied in the University's Code of Practice Concerning Freedom of Speech will be upheld. The principal organiser is therefore required to declare to the University any event where the topics or speakers may produce a reaction that could threaten tolerance or freedom of speech. S/he must also ensure that nothing in the preparations for, or conduct of, that meeting infringes the law as, for example, in the case of conduct that is likely to cause a breach of the peace or incitement to illegal acts.

40. Details of all conference bookings will first be reviewed by staff in Residential and Commercial Services (RACS) or at College Court, as appropriate. Requests relating to new events which have not been held at the University previously, or which feature external speakers who have not delivered speeches at the University before, will be referred to the University's Head of Security, who is the Registrar's appointed officer in such matters. The Head of Security will review the information on the planned event and will determine, with due regard to the requirements of this Code and the University's legal obligations, whether there are any features of the event that warrant a recommendation for the booking to be declined. Further external information or advice will be obtained if required. In all cases the recommendation of the Head of Security will be notified to the Assistant Director of RACS or the Director of College Court, as appropriate, and to the Registrar, who will then make the final decision to accept or decline the booking. Before making a final decision the Registrar may discuss the matter further with other senior officer(s).
41. The Registrar, through the Head of Security, will advise RACS or College Court in all cases where either the booking is to be declined or the booking is to be accepted and classified as a Designated Event. All such decisions will be communicated in writing to the principal organiser of the event. The Registrar will stipulate whether any special conditions or arrangements are to be attached to the acceptance of any booking. The principal organiser must provide written acceptance of any such conditions or arrangements before the booking can be confirmed.
42. All conference bookings are subject to written acceptance of the University's terms and condition for the use of its conference facilities, which include provisions on the University's commitment to freedom of speech within the law.

Booking of events held in the Students' Union (Percy Gee Building)

43. Bookings made by students for all events held in the Percy Gee Building or in the University's centrally timetabled rooms require the completion of an Events Form, available from the Activities Resource Centre in the Students' Union. The name of any speaker at the event and the subject of his or her talk must be declared at the time of booking.
44. In the case of event bookings requested on behalf of a student society the Events Form must be completed and signed by the society's registered officer and submitted to the Activities Resource Centre, which holds and maintains a list of all such registered officers. Society bookings requested by any person other than the registered officer will be declined.
45. In the case of event bookings requested by individual students or on behalf of external groups or organisations the Events Form must be completed and signed by the individual student or the external body's principal organiser, as appropriate, and submitted to the Activities Resource Centre.
46. Details of all event bookings requested by individual students or on behalf of external bodies will first be reviewed by staff in the Activities Resource Centre, and will then be referred to the University's Head of Security, who is the Registrar's appointed officer in such matters. The Head of Security will review the information on the planned event and will determine, with due regard to the requirements of this Code and the University's legal obligations, whether there are any features of the event that warrant a recommendation for the booking to be declined. Further external information or advice will be obtained if required. In all cases the Head of Security will make his or her recommendation to the Director of Central Services of the Students' Union. Before making a final decision to accept or decline the booking the Director

will discuss the matter with the Registrar, who may discuss the matter further with other senior officer(s).

47. Having discussed the matter with the Registrar the Director of Central Services will advise the Activities Resource Centre (or the Room Bookings Office in respect of centrally timetabled rooms) in all cases where either the booking is to be declined or the booking is to be accepted and classified as a Designated Event. All such decisions will be communicated in writing to the principal organiser of the event. The Director will stipulate whether any special conditions or arrangements are to be attached to the acceptance of any booking. The principal organiser of the event must provide written acceptance of any such conditions or arrangements before the booking can be confirmed.

Students' Union - booking of events in the University's 'open' areas

48. Special arrangements apply to requests from the Students' Union, its clubs and societies, or any partner organisations wishing to stage an event on any part of the University's estate that is not available to be booked under the procedures set out in paragraphs 30-44 above. Such areas include foyers or other communal areas inside buildings, courtyards, lawns and car parks.
49. Requests for events to be held in or on any of the University's open areas must be submitted by an officer of the Students' Union, using the online booking form available at [offices/estates/miscellaneous-documents/SUEventsSpaceRequestForm](#). Such events are often unusual in nature and may require extensive internal consultations to resolve. Therefore, all sections of the booking form must be completed and the form submitted to the Division of Estates and Facilities Management at least four weeks in advance of the proposed event date. The name of any speaker(s) at the event and the subject of his or her talk must be declared at the time of booking.
50. All requests will be subject to detailed review by staff in the Division of Estates and Facilities Management. This will include referral to the University's Head of Security, who is the Registrar's appointed officer in such matters. The Head of Security will review the information on the planned event and will determine, with due regard to the requirements of this Code and the University's legal obligations, whether there are any features of the event that warrant a recommendation for the booking to be declined. Further external information or advice will be obtained if required. In all cases the Head of Security will make his or her recommendation to the Registrar, who will then make the final decision to accept or decline the booking. This decision will normally be made within fourteen days of the receipt of the booking request. Before making a final decision the Registrar may discuss the matter further with other senior officer(s).
51. The Registrar, through the Head of Security, will advise the Director of Estates and Facilities Management in all cases where either the booking is to be declined or the booking is to be accepted and classified as a Designated Event. All such decisions will be communicated in writing to the principal organiser of the event. The Registrar will stipulate whether any special conditions or arrangements are to be attached to the acceptance of any booking. The principal organiser of the event must provide written acceptance of any such conditions or arrangements before the booking can be confirmed.

APPENDIX 7: LEASE FOR USE OF THE PERCY GEE BUILDING

DATED

2011

THE UNIVERSITY OF LEICESTER (1)

- to -

UNIVERSITY OF LEICESTER STUDENTS' UNION (2)

COUNTERPART

L E A S E

of

Various Rooms on Levels 1-5
Percy Gee Building
The University of Leicester
University Road,
Leicester

Date of Commencement:

Term: 25 years

Initial Rent: Peppercorn



Josiah Hincks Solicitors
22 De Montfort Street
Leicester
LE1 7GB

LR1. Date of lease	2011
LR2. Title number(s)	<p>LR2.1 Landlord's title number(s) <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i></p> <p>LT388274</p> <p>LR2.2 Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i></p>
<p>LR3. Parties to this lease <i>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.</i></p>	<p>Landlord THE UNIVERSITY OF LEICESTER Estates & Facilities Management Division, Fielding Johnson Building, University Road Leicester LE1 7RH</p> <p>Tenant UNIVERSITY OF LEICESTER STUDENTS' UNION Percy Gee Building, The University of Leicester University Road, Leicester LE1 7RH</p> <p>Other parties NONE</p> <p><i>Specify capacity of each party, for example "management company", "guarantor" etc</i></p>
<p>LR4. Property <i>Insert a full description of the land being leased or Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i></p> <p><i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i></p>	<p>In case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>Please refer to Clause 1 – Definitions</p>
<p>LR5. Prescribed statements etc. <i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</i></p> <p><i>In LR5.2, omit or delete those Acts which do not apply to this clause.</i></p>	<p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</p> <p>LR5.2 This lease is made under, or by reference to provisions of:</p>

<p>LR.6 term for which the Property is leased <i>Include only the appropriate statement (duly completed) from the three options.</i></p> <p><i>NOTE: The information you provide, or refer to , here will be used as part of the particulars to identify the lease under rule 6 of the Land Registrations Rules 2003.</i></p>	<p>25 Years from and including the date hereof</p>
<p>LR7. Premium <i>Specify the total premium, inclusive of VAT where payable.</i></p>	<p>None</p>
<p>LR8. Prohibitions or restrictions on disposing of this lease <i>Include whichever of the two statements is appropriate. Do not set out here the wording of the provision .</i></p>	<p>This lease contains a provision that prohibits or restricts dispositions.</p>
<p>LR9. Rights of acquisition etc. <i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>LR9.1 Tenant’s contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land. - NONE</p> <p>LR9.2 Tenant’s covenant to (or offer to) surrender this lease. - NONE</p> <p>LR9.3 Landlord’s contractual rights to acquire this lease. - NONE</p>
<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property. <i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provision.</i></p>	<p>NONE</p>
<p>LR11. Easements <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i></p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property Please refer to Schedule 1</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property. Please refer to Schedule 2</p>

<p>LR12. Estate rent charge burdening the Property <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out rent charge.</i></p>	<p>NONE</p>
<p>LR13. Application for standard form of restriction <i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i></p> <p><i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i></p>	<p>The Parties to this lease apply to enter the following standard form of restriction against the title of the Property</p> <p><i>“No disposition by the proprietor on the register to which section 36 or section 38 of the Charities Act 1993 applies is to be registered unless the instrument contains a certificate complying with Section 37(2) or Section 39(2) of that Act as appropriate”</i></p>
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant. <i>If the Tenant is one person, omit or delete all the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	

DATE

2011

PARTIES

(1) **UNIVERSITY OF LEICESTER** of Estates & Facilities Management Division, Fielding Johnson Building, University Road, Leicester LE1 7RH ('the Landlord'); and

(2) **UNIVERSITY OF LEICESTER STUDENTS' UNION** (incorporated and registered in England and Wales under company number 07303101 and Registered Charity No. 1137811) the registered office of which is at Percy Gee Building, University of Leicester, University Road, Leicester LE1 7RH ('the Tenant')

IT IS AGREED AS FOLLOWS

1. **DEFINITIONS**

In this Lease the following definitions apply:

Active Network	means network equipment that requires power such as network switches and routers that serve the Premises and/or the Retained Parts;
Base Rate	the base rate from time to time of HSBC Bank plc;
Building	means the Percy Gee Building shown edged red on Plans No 1 and 2
Campus	the University Campus adjoining the Building
Common Parts	those parts of the Building to which from time to time the Tenant, the Landlord and other occupiers of the Building and their respective invitees have rights of common access, usage or enjoyment including but without limitation to mean any external pavements, driveways, landscaped areas, all corridors, stairs hallways, landings, entrances, vestibules, reception areas and lifts that serve the Premises and the Retained Parts;
Encumbrances	means the restrictions stipulations covenants rights reservations provisions and other matters contained

imposed by or referred to in the Property and Charges Register of Title Number LT388274 (as at the date hereof) so far as the same relate to the Premises

Interest Rate	4% over the Base Rate;
Insured Risks	risks of loss or damage by fire, storm, tempest, earthquake, lightning, explosion, riot, civil commission, malicious damage, terrorism, impact by vehicles and by aircraft and articles dropped from aircraft (other than war risks), flood damage and bursting or overflowing of water tanks and pipes, impact public and third party liability and such other risks whether or not in the nature of the forgoing, as the Landlord from time to time decides to insure against;
Landlord	the first party to this deed and its successors in title and persons entitled to the reversion immediately expectant on the termination of this Lease;
Lease	this deed as varied or supplemented by any supplemental document;
Opening Hours	means (during term times when the Building is open) at a minimum between 8.30am to 6.30pm Monday to Friday and 9.30am to 4.30pm on Saturdays or such longer opening hours as stipulated by the Landlord from time to time which may change due to operational reasons
Permitted Use	the use as a Students' Union Building only for the furtherance of objects of University of Leicester Students' Union and for such other use or purpose and the Landlord in its absolute discretion in writing may first agree
Passive Networks	means network infrastructure such as network cabling (both telephonic and data) RJ45 Outlets, patch panels, comms cabinets and fibre optic cabling between comms rooms within buildings excluding electrically powered equipment such as network switches and routers;
Plans	the plans annexed hereto numbered 1 to 7;

Planning Acts

the Town and Country Planning Act 1990 the Planning (Listed Building and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 and the Planning and Compensation Act 1991;

Premises

means the land, buildings, common parts and the rooms on levels 1-5 shown on the Plans numbered 3-7 forming part of the Building including:-

- the paint paper and decorative finishes applied to the interior surface of the exterior walls and internal load bearing walls
- all internal walls and internal decorative finishes including any glass therein
- all external doors and windows including the glass therein and all external stair rails or pedestrian barriers including any glass / plate glass therein and operating mechanisms thereof
- the floor finishes, carpets and any floor boards and screeds
- the ceiling finishes including the plaster and where applicable any suspended ceilings within the Premises including everything above the suspended ceiling
- the inner half severed medially of the internal walls that separate the Premises from other parts of the Building or Retained Parts
- all internal and external facing doors and their frames, including their fixings, and all windows window glass and window frames
- all Service Media within and from time to time exclusively serving the Premises
- all additions and improvements made by the tenant or its agents
- any tenant's fixtures
- all radiators and their fixings and all plumbing thereto including copper and plastic piping
- all air conditioning units and their fixings and all plumbing thereto
- all plumbing including washbasins toilets urinals and their fittings
- all radiators and heating appliances and their fittings

- all light fittings and electrical fittings, plugs and sockets
- all interior finishes, switches buttons panels and lights to lifts, wall lights, and lobby facing finishes, buttons and panels at each level of the Building
- all electricity wiring and fuse boards

EXCLUDING the structural parts loadbearing framework roof chimneys foundations joists and external walls and conducting media lift plant and machinery and heating plant and machinery within but not exclusively serving the Premises;

Rent Means the Rent of a peppercorn.

Retained Parts means all parts of the Building outlined in blue on the Plans numbered 3 – 7 forming part of the Building including:-

- i) office and other accommodation which may from time to time be reserved by the Landlord for its staff
- ii) the heating system boiler and all pipework serving the radiators in the Building
- iii) Lift plant and machinery
- iv) Fire safety alarm detection system installed by the Landlord
- v) the Service Media exclusively serving the Building except any that form part of the Premises
- vi) the main structure of the Building and in particular but not by way of limitation the roof foundations external walls internal load bearing walls and structural parts of the roof ceiling and floors all party structures boundary walls railings and fences and all exterior parts of the Building
- vii) the Campus

Service Media means without limitation to the pipes sewers drains mains ducts conduits gutters wires cables laser optical fibres data or impulse transmission communication or reception system, watercourses channels flues and any ancillary apparatus and equipment used for the reception generation passage and/or storage of Utilities necessary for the use and enjoyment of the Premises;

Term	means a term of 25 years commencing on and including the day of 2011;
Utilities	electricity gas water foul and surface water drainage heating ventilation and air conditioning signals telecommunications satellite and data communications and all other utilities that now or in the future shall serve the Premises and/or the Retained Parts;
VAT	value added tax payable by virtue of the Value Added Tax Act 1994 (or previous legislation relating to value added tax);
Working Day	any day (other than Saturday) on which banks are usually open for business in England and Wales;
“1954 Act”	the Landlord and Tenant Act 1954;
“2003 Order”	the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003

2. INTERPRETATION

2.1 In this Lease:

the clause headings are for reference only and do not affect its construction;
the words **include** and **including** are deemed to be followed by the words **without limitation**;

general words introduced by the word **other** do not have a restrictive meaning by reason of being preceded by words indicating a particular class of acts, things or matters; and

obligations owed by *or to more than* one person are owed by or to them jointly and severally.

2.2 In this Lease unless otherwise specified:

a reference to legislation is a reference to all legislation having effect in the United Kingdom at any time during the Term including directives decisions and regulations of the Council or Commission of the European Union Acts of Parliament orders regulations consents licences notices and bye-laws made or granted under any Act of Parliament or directive decision or regulation of the Council or Commission of the European Union or made or granted by a local authority or by a court of competent jurisdiction and any approved Codes of Practice issued by a statutory body;

a reference to particular legislation is a reference to that legislation as amended consolidated or re-enacted from time to time and to all subordinate legislation made under it from time to time;

a reference to a person includes an individual corporation company firm partnership or government body or agency whether or not legally capable of holding land; and

a reference to a clause is a reference to a clause or sub-clause of this Lease

2.3 In this Lease:

a reference to any act or to any act or omission of the Tenant includes any act or any act or omission of any other person at the Premises with the Tenant's express authority;

where a matter in this Lease is subject to the consent or approval of the Landlord it is also where required subject to the written consent of any superior landlord of the Landlord and the Landlord shall use all reasonable endeavours to obtain such consent or approval with all due expedition;

references to a fair proportion of any sum are to the whole or a proportion of that sum which is fair and reasonable in the circumstances and based on the size of the Premises as a proportion of all property included in any such assessment as reasonably and properly determined by the Landlord's Surveyor whose decision shall be final and binding; and

the perpetuity period is eighty years from the date of this deed

3. **DEMISE AND RENT**

The Landlord lets to the Tenant the Premises with full title guarantee for the Term TOGETHER WITH the rights set out in Schedule 1 EXCEPTING AND RESERVING the rights to the Landlord and all persons authorised by the Landlord as set out in Schedule 2 and SUBJECT TO the Encumbrances yielding and paying to the Landlord:

3.1 The Rent of a peppercorn whether or not demanded

3.2 By way of further rent any sum due under the terms of this Lease

3.3 interest in accordance with **clause 5.6**

4. **FINANCIAL MATTERS**

4.1 **Rates and taxes**

The Tenant must pay and must indemnify the Landlord against

all rates duties assessments charges impositions and outgoings that are now or may at any time during the Term be charged, assessed or imposed or payable in relation to the Premises including the Common Parts except any income or corporation tax imposed on the Landlord (or any superior landlord) in respect of the grant of this Leases or the receipt of the rents reserved by this Lease: or any dealing or disposition by the Landlord with its interest in the Premises

All VAT that may from time to time be charged on the Rents (if any) or other sums payable by the Tenant under the Lease.

All VAT incurred in addition to any costs that the Tenant is obliged to pay or in respect of which is required to indemnify the Landlord.

4.2 **Services Consumed**

The Landlord will pay to the suppliers all charges for electricity, water, gas, telecommunications and other services consumed or used by the Tenant at or in relation to the Premises, including meter rents and standing charges, and the Tenant must comply with the lawful requirements and regulations of the respective suppliers The Landlord reserves the right to recharge the Tenant a fair proportion of the costs incurred in providing the heating, power, water, IT services and telephony, such decision to be made in parity to other departments and the Tenant will within 28 days of receipt of any demands indemnify the Landlord for all costs and charges so charged

4.3 **Payments relating to the Premises and other Premises**

Where any of the charges payable under clauses 4.1 or 4.2 relates to other premises as well as the Premises the amount to be paid by the Tenant will be a fair proportion of the whole of the amount charged or payable

4.4 **Landlord's costs**

The Tenant shall pay to the Landlord within 15 working days of written demand the reasonable and proper fees costs and expenses properly charged incurred or payable by the Landlord and its advisors or bailiffs in connection with:

any proper steps taken in relation to any proceedings under section 146 or 147 of the Law of Premises Act 1925 or the Leasehold Premises (Repairs) Act 1938 including the preparation and service of all notices and even if forfeiture is avoided (unless it is avoided by relief granted by the court); and

any application for a consent of the Landlord (including the preparation of any documents) which is needed by virtue of this Lease whether or not such consent is granted unless withholding such consent is unlawful whether because it is unreasonable or otherwise

the recovery or attempted recovery of any rents or sums due under this Lease; and

any steps taken in contemplation of or in connection with the preparation and service of a schedule of dilapidations during or within 2 months after the

end of the Term but only in respect of wants of repair arising during the Term

4.5 VAT

In the event that an election is made the Rent shall be deemed to be exclusive of any VAT payable thereon and the Tenant shall, subject to receipt of a valid VAT invoice addressed to the Tenant, pay to the Landlord any VAT on the sums payable by the Tenant to the Landlord under this Lease

4.6 Interest

If the Rent or such other sums due under this Lease are not paid to the Landlord within 14 Working Days of the due date for payment the Tenant shall pay interest to the Landlord at the Interest Rate for the period from and including the due date until payment (both before and after any judgment)

5. STATE AND CONDITION OF THE PREMISES

5.1 Repair

The Tenant must repair keep the Premises and for the purposes of clarification and the Common Parts in good and substantial condition and repair except for damage caused by an Insured Risk save to the extent that any Insurance money is irrecoverable due to any act due or defect of the Tenant or anyone at the Premises expressly or by inspection with their authority PROVIDED THAT the Tenant shall procure all repairs and maintenance building improvements required under this clause 5 from the Landlord or the Landlord's approved contractors as the Landlord may specify from time to time.

The Tenant must keep the Premises including the Common Parts clean and tidy of all rubbish to the satisfaction of the Landlord. The Landlord may enter the Premises to inspect the cleanliness of them in accordance with Clause 5.5. and may give to the Tenant a notice specifying the works reasonably required to remedy any breach of the Tenant's obligation in this clause

The Tenant must not obstruct or cause the Common Parts or any land, road or pavements abutting the Premises or forming part of the Campus within 100mm of the Building to become untidy or dirty in particular, without prejudice to the generality of the foregoing, must not deposit refuse or other materials on them.

The Tenant must notify the Landlord without delay if he believes that the external fabric of the Building is in need of repair or re-decoration. The Landlord agrees that the work needs to be carried out the Tenant must allow the Landlord access to the Premises in accordance with Clause 5.5 of this Lease. In the event that the repair or re-decoration is necessary due to damage caused by acts or omissions of the Tenant or its members or customers the Landlord will carry out the work and the Tenant agrees to immediately indemnify the Landlord for costs incurred in doing so.

The Tenant must allow the Landlord to enter the Premises and periodically inspect them for the following purposes:

To ensure that the Premises are being maintained in a safe condition according to the provisions of this Lease;

To detect any defects in the Building in order that these can be reported to and remedied by the Landlord's building contractor under the defects liability or other warranty provisions agreed between those two parties. The Tenant must assist the Landlord, at the Landlord's reasonable request, during and after any such inspection, in compiling a schedule of defects.

5.2 **Alterations**

The Tenant shall not without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) undertake any alterations or additions to the Premises

The Tenant must not build erect construct or place or any or additional buildings or structures on the Premises including (without prejudice to the generality of the foregoing) any hut, shed, garage, cycle shelter, store, caravan, house on wheels or any temporary or moveable buildings or structure.

The Tenant must not make any alterations to the Premises unless he first:

Obtains and complies with necessary consents of competent authorities and pays their charges for them.

Makes a written application to the Landlord for the consents supported by drawings and where appropriate a specification in duplicate when requested, such consent not to be unreasonably withheld.

Pay the Landlord and its professional advisers' fees incurred in connection with any applications detailed in Clause 5.2.3.2.

Enters into a covenant with the Landlord reasonably required as to the execution and reinstatement of the alterations and

Obtain the consent of the Landlord such consent not to be unreasonably withheld or delayed.

At the end of the Term, if so requested by the Landlord the Tenant must remove any additional buildings or additions or alterations or improvements made to the Premises and must make good any part of the Premises or Retained Parts damaged by their removal.

5.3 **Signs**

The Tenant shall not erect any sign notice or advertisement on the outside of the Premises without the Landlord's prior written consent (not to be unreasonably withheld or delayed) Provided that no such consent shall be required for the erection and display of usual trade and corporate signs notices and advertisements

5.4 **Decoration**

In every fifth year or sooner if reasonably required and in the last six months of the Term to redecorate the Premises in a good and workmanlike way and with appropriate

materials of good quality to the reasonable satisfaction of the Landlord any changes in tints, colours and patterns to be approved by the Landlord, whose approval may not be unreasonably withheld or delayed.

5.5 **Access of Landlord**

5.5.1 So far as is strictly necessary to permit the Landlord and all persons authorised by the Landlord at reasonable times and on reasonable notice (except in an emergency) to enter the Premises subject to the provisions of clause 5.6.2.:

5.5.1.1 to establish if the provisions of this Lease have been observed

5.5.1.2 to carry out any work to any jointly used facility or to adjoining premises that cannot reasonably be carried out without access to the Premises

5.5.1.3 to take schedules and inventories

5.5.1.4 to exercise any right granted to or reserved to the Landlord by this Lease

5.5.1.5 for any reasonable purpose connected with the insurance of the Premises rent review or the renewal of this Lease

5.5.1.6 to view the condition of the Premises

In exercise of any right of entry in this Lease, as little damage and disruption to the Tenant's business as possible shall be caused and any damage to the Premises or the Tenant's chattels shall be made good by the Landlord as soon as practicable unless the reason for entry being necessitated is found to be due to the Tenant having breached the Tenants covenants therein

5.6 **Statutory obligations**

5.6.1 The Tenant must comply in all respects with the requirements of any statutes, and any other obligations so applicable imposed by law or by any byelaws, applicable to the Premises or the trade or business for the time being carried on there.

5.6.2 Without prejudice to the generality of clause 5.6.1, the Tenant must execute all works and provide and maintain all arrangements on or in respect of the Premises or the use to which they are being put that are required in order to comply with the requirements of any statute already or in the future to be passed or the requirements of any government department, local authority or other public or competent authority or court of competent jurisdiction regardless of whether the requirements are imposed on the owner, the occupier or any other person.

5.6.2.1 Without prejudice to the generality of clause 5.6.1, the Tenant must not do in or near the Premises anything by reason of which the Landlord may incur any losses under any statute.

5.6.2.2 Without prejudice to the generality of clause 5.6.1, the Tenant must comply with the provisions of the CDM Regulations, be the only client, as defined in the provisions of the CDM Regulations, fulfil, in relation to all and any works, all the obligations of the client as set out in or reasonably to be inferred from the CDM Regulations and make a declaration to that effect to the Health and Safety Executive in accordance with the Approved Code of Practice published from time to time by the Health and Safety Executive in relation to the CDM Regulations.

5.6.2.3 At the end of the Term, the Tenant must forthwith deliver to the Landlord any and all health and safety files relating to the Premises required to be maintained under the CDM Regulations.

6. USE OF THE PREMISES

6.1 The Permitted Use

The Tenant shall not use the Premises except for the Permitted Use

6.2 Tenant's Covenants

The Tenant shall comply with the Tenant's Operating Covenants contained in Schedule 3.

7. ALIENATION

7.1 The Tenant must not hold the Premises on trust charge or assign or underlet or part with or share possession or occupation of the whole of the Premises or any part or parts of the Premises for all or any part of the Term nor to permit any undertenant to do so

8. LEGAL REQUIREMENTS

8.1 Statutory Obligations

The Tenant shall comply in all respects with the requirements of any statutes, and any of their obligations so applicable imposed by law or by any byelaws applicable or affecting the Premises or the trade or business for the time being carried on there.

8.2 Notices relating to the Premises

The Tenant shall:

give the Landlord a copy of any notice received by the Tenant relating to the Premises or any occupier of them or to the Landlord's interest in them within 14 Working Days of having received it (or as soon as reasonably practicable if there are shorter time limits in the notice); and

whether the notice requires compliance by the owner or occupier of the Premises at the joint cost of the Landlord and Tenant to comply with the terms of any such notice

8.3 Planning

The Tenant shall comply with the Planning Acts

The Tenant shall pay any charge imposed under the Planning Acts in respect of the use of the Premises or any works carried out at the Premises

9. QUIET ENJOYMENT

The Landlord covenants with the Tenant that the Tenant may hold and use the Premises during the Term without any interruption (except as authorised by this Lease) by the Landlord or by any person lawfully claiming through under or in trust for the Landlord or by title paramount

10. INSURANCE

10.1 Landlord's covenants

The Landlord covenants with the Tenant to insure the Building including the Premises against damage caused by fire lightning explosion aircraft (or articles falling from them) riot civil commotion malicious persons acts of terrorism earthquake storm tempest flood bursting and overflowing of water pipes tanks and other apparatus impact by mechanically propelled vehicles and any other risks that the Landlord may reasonably and properly decide ("Insured Risks") for the full cost of reinstatement including demolition and site clearance, obtaining planning and all other statutory and other consents architects' surveyors' and other fees incurred by the Landlord in relation to the reinstatement complying with the requirements of any statute or of any local public or regulatory authority and any VAT that may be payable on or in respect of any of these costs and fees

10.2 Tenant's covenants

The Tenant covenants with the Landlord:

to comply with all the requirements and recommendations of the insurers and the fire officer;

not to do or omit anything that could cause the insurance effected under clause 10.1 to become void or voidable;

not to do or omit anything that could cause any additional or increased premiums to become payable unless the Tenant has previously obtained the approval of the Landlord (such approval not to be unreasonably withheld); and has received confirmation that the insurer also approves

to give notice to the Landlord as soon as it becomes aware of any event happening against which the Landlord may have insured under the Lease

to give notice to the Landlord of any facts and matters (whether existing or that arise during the Term) that a prudent insurer might treat as material in deciding whether or on what terms to insure the Building

10.3 Suspension of Rent

“Insured Damage” means that the Premises are destroyed or damaged by any risk against which the Landlord has covenanted in this Lease to insure or by any additional risk against which the Landlord has insured and payment of the insurance money is not refused wholly or in part as the result of an act or omission of the Tenant or any sub-tenant

Whenever Insured Damage occurs and the Premises or any part of them are unfit for use or inaccessible the Rent (or a fair proportion of it according to the nature and extent of the damage) will not be payable until the Premises are (or the affected parts are) again fit for use and accessible or until three years from the damage whichever is the shorter period and the proportion and the period will be finally and conclusively determined (in the absence of agreement) by the Landlord’s surveyor

10.4 **Reinstatement**

Whenever Insured Damage occurs the Landlord covenants with the Tenant:

- forthwith to notify the insurer of the damage and to claim all sums due under the insurance policy;
- to use all reasonable endeavours to procure the payment by the insurer of all sums properly due under the policy at the time and in the manner required by the policy;
- to apply for and use all reasonable endeavours to obtain all planning permissions building regulation consents and other consents and licences that are required to enable the Landlord to reinstate (“the Permissions”); and
- to apply all insurance money received (except sums for loss of rent) in reinstating the Premises as soon as the Permissions have been obtained or immediately where no Permissions are required except where reinstatement is prevented by circumstances beyond the control of the Landlord

10.5 **Termination**

Whenever Insured Damage occurs and the Premises or any part of it remains unfit for use or inaccessible (six months) after the date upon which it first became unfit either party may at any time thereafter while the Premises or part of it remains unfit serve on the other a notice referring to this clause whereupon this Lease will immediately come to an end

Termination under the preceding clause will not affect any rights that either party may have against the other (save for any rights in relation to repair) and all insurance money received in respect of the Premises will belong to the Landlord

11. **FORFEITURE**

11.1 **Landlord’s right of re-entry**

If any event set out in **clause 11.2** occurs the Landlord may forfeit this Lease and re-enter the Premises and the Term will then end but without prejudice to any claim which either party may have against the other for any failure to comply with the terms of this Lease

11.2 Events giving rise to the Landlord's right of re-entry

The Rent or any other sum payable under this Lease has not been paid 21 Working Days after it became due and in the case of the Rent only whether formally demanded or not

The Tenant has failed to comply with the terms of this Lease and has not remedied any such breach within a reasonable period following notice from the Landlord to do so

In relation to the Tenant:

a proposal for a voluntary arrangement is made under Part I of the Insolvency Act 1986;

for an administration order is made under Part II of the Insolvency Act 1986 or the directors of the Tenant resolve to present such a petition;

a receiver (including a receiver under section 101 of the Law of Premises Act 1925) or manager or administrative receiver of its Premises (or part of it) is appointed;

a resolution for its voluntary winding up is passed under Part IV of the Insolvency Act 1986 or a meeting of its creditors is called for the purpose of considering that it be wound up voluntarily (in either case other than a voluntary winding up whilst solvent for the purposes of and followed by a solvent reconstruction or amalgamation);

it's a winding up order is made under Part IV or by virtue of Part V of the Insolvency Act 1986 or a resolution is passed that it be wound up by the court; or

an application is made under section 425 of the Companies Act 1985 or a proposal is made which could result in such an application

The Tenant which is a body corporate (or if more than one body corporate then any of them):

enters into any arrangement moratorium or composition (other than any referred to above) with its creditors; or

is dissolved or is removed from the Register of Companies or ceases to exist (whether or not capable of reinstatement or reconstitution)

ceases to be a registered charity

12. NOTICES IN CONNECTION WITH THIS LEASE

12.1 Where a notice is to be given in connection with this Lease it must be given in writing and signed by or on behalf of the party giving it unless it is stated that it need not be given in writing;

12.2 Any notice to be given in connection with this Lease will be validly served if sent by first class post or registered post or recorded delivery and addressed to or personally delivered to:

The Tenant at the Premises

The Landlord at the address given in this deed or such other address which the Landlord has notified to the Tenant in writing; and

- 12.3 Any notice or demand sent by post from within the UK and properly stamped and correctly addressed will be conclusively treated as having been delivered 2 Working Days after posting
- 12.4 The Tenant shall give the Landlord verbal notice of any matter affecting the Premises where emergency action is needed as well as written notice

13. **PROVISION OF SERVICES BY THE LANDLORD**

13.1 The Landlord covenants with the Tenant to maintain, repair, tend, cleanse, repaint, decorate and where necessary renew the Building (the roof main structures and foundations) and the Service Media in the Building which are not owned by a utility company and which do not form part of the Premises (“the Services”). In the provision of Services the Landlord shall:

Be entitled to use such agents, contractors or employees as it thinks necessary

Ensure that all work is carried out to a reasonable standard and all Services are provided in an efficient manner and in accordance with the principals of good estate management;

Take all reasonable steps to enforce this legal right against third parties including against independent contractors in respect of unsatisfactory work or services:

If there shall be any interruption in the provision of services or delay in the carrying out of work, use all reasonable endeavours to restore the supply of the services or to complete the work without any delay.

13.2 The Landlord covenants with the Tenant to maintain and repair the following:

The heating system boiler and all heating pipework serving the radiators in the Building

To maintain the lift plant and machinery.

To maintain the Building fire alarm detection system installed by the Landlord

13.3 **Equipment**

13.3.1 The Active Network equipment is the responsibility of the Landlords and will be maintained by the Landlord for the benefit of the Tenant, and the Landlord reserves a specific right to recharge to the Tenant a fair proportion of the costs incurred in doing so

13.3.2 In the event that refurbishment and or upgrade of the telephony system or data network is required the Tenant will be handled on parity with other departments

14. **MISCELLANEOUS**

14.1 **Landlord’s rights to remedy default by the Tenant**

If the Tenant fails to comply with any of its obligations in this Lease the Landlord may give the Tenant written notice of that failure and the Tenant shall:

immediately in the case of an emergency; and

otherwise as soon as reasonably practicable but in any event within two months of such notice

begin and then within a reasonable time complete remedying that failure

If the Tenant does not comply with **clause 14.1.1** and subject to **clause 5.6.2.** the Landlord may enter the Premises and carry out any works or do anything else which may be needed to remedy the Tenant’s failure to comply with its obligations under this Lease

Any costs reasonably and properly incurred by the Landlord by reason of **clause 14.1.2** will be a debt due from the Tenant payable on demand

14.2 Superior interests

If at any time this Lease is an underlease:

the Landlord shall pay any rent due and observe and perform any covenants or obligations arising under the immediate superior lease;

the Landlord shall enforce the superior lessor's covenants in any superior lease

where the superior lessor's consent is required to anything permitted under the Lease, any costs in connection with obtaining such consent shall be borne by the Landlord

14.3 Tenant's acknowledgement

The Tenant acknowledges that it has not entered into this Lease in reliance on any representation made by or on behalf of the Landlord save as contained in replies to enquiries

14.4 Yielding Up

At the end of the Term the Tenant must yield up the Premises with vacant Possession decorated and repaired in accordance with and in the condition required by the provisions of this Lease, give up all keys of the Premises to the Landlord remove Tenants fixtures and fitting and remove any signs erected by the Tenant on or near the Premises immediately making good any damage so caused by their removal.

14.5 Arbitration

Where this Lease refers to a dispute being referred to arbitration it will be referred to a single arbitrator who will act in accordance with the Arbitration Act 1996 and the referral will be a submission to arbitration in accordance with that Act PROVIDED THAT determination of the revised rent in accordance with Schedule 3 shall be by expert determination as stated by paragraph 3.3.of such Schedule

14.6 Year 20 of the Term

It is the intention of both parties to commence discussions from the start of the twentieth year of the Term with regard to the Landlord's plans for the building beyond the expiry of the Lease and whether an opportunity would exist to negotiate terms of a new lease of the Premises to the Tenant

15. SECURITY OF TENURE

The Landlord and the Tenant agree to exclude the provisions of sections 24 to 28 of the 1954 in relation to the tenancy created by this Lease. The Tenant confirms that

before it became contractually bound to enter into the tenancy created by this Lease:

- 15.1 the Landlord served on the Tenant a notice (“the Notice”) dated [] in relation to the tenancy created by this Lease in a form complying with the requirements of Schedule 1 to the 2003 Order;
- 15.2 the Tenant, or a person duly authorised by the Tenant, in relation to the notice made a statutory declaration (“the Declaration”) dated [] in a form complying with the requirements of Schedule 2 to the 2003 Order; and
- 15.3 where the Declaration was made by a person other than the Tenant, the declarant was duly authorised by the Tenant to make the Declaration on the Tenant’s behalf.

16. **INDEMNITIES**

- 16.1 The Tenant must keep the Landlord fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Tenant or any persons at the Premises expressly or impliedly with his authority and under his control or any breach or non-observance by the Tenant of the covenants, conditions or other provisions of this Lease or any of the matters to which this demise is subject.

17. **EXCLUSION OF THIRD PARTY RIGHTS**

It is not intended that any term of this Lease is enforceable by a third party under Section 1 of the Contracts (Rights of Third Parties) Act 1999

18. **NEW OR OLD LEASE**

This Lease is a new tenancy for the purposes of Section 1 of the Landlord and Tenant (Covenants) Act 1995

19. **AGREEMENT FOR LEASE**

It is hereby certified that there is no Agreement for Lease to which this Lease gives effect.

IN WITNESS whereof this deed has been executed the day and year first before written

Schedule 1 – RIGHTS

The following rights and easements are granted to the Tenant:-

- 1.1 The right, subject to temporary interruption for repair, alteration, rebuilding or replacement, for the Tenant and all persons expressly or by implication authorised by them in common with the Landlord and all other persons having a like right to use all appropriate areas of the Common Parts for all proper purposes in connection with the use and enjoyment of the Premises.
- 1.2 The right, subject to temporary interruption for repair, alteration or replacement, to the free passage and running of all services to and from the Premises through the appropriate Service Media , in common with the Landlord and all other persons having a like right.
- 1.3 The right of support and protection for the benefit of the Premises that is now enjoyed from all other parts of the Building.
- 1.4 The right to use the access roads leading to the Premises for all purposes in connection with the use of the Premises such access being via the access barriers which the Landlord shall open upon request.

Schedule 2 – EXCEPTIONS

The following rights and easements are excepted and reserved to the Landlord and any adjoining property and all other persons authorised by the Landlord or having the like rights and easements: -

1. The right for the Landlord and other occupiers of the Building and their respective invitees and all persons expressly or by implication authorised by them to use all the appropriate areas of the Common Parts at all times and for all purposes in connection with the use and enjoyment of the Retained Parts
2. The Tenant shall make available, in a clean and tidy condition, the Queens Hall Room Number 3Q22 for 60 days during each year of the Term subject to the Landlord providing 6 months notice and reimbursing the Tenant for all reasonable costs incurred for cleaning and portering services to return the area to the condition it was given to the Landlord.
3. The Tenant shall make available to the Landlord in a clean and tidy condition rooms 116 (Nightclub) Room 2Q19 (Large Events Room) and Rooms 428, 427 and 432 (Activities Resource Centre) for the maximum of 60 days during each year of the Term subject to the Landlord providing 6 months notice or if less than 6 months notice the Tenant shall use all reasonable endeavours to ensure this space is available provided the Landlord shall reimburse the Tenant all reasonable costs incurred for cleaning and portering services to return the rooms to the condition they were given to the Landlord.
4. The free and uninterrupted passage and running of services through the Service Media which are now or may at any time be in under or passing through or over the Premises;
5. The right and so far as is strictly necessary to enter the Premises in order to: -
 - (a) inspect cleanse maintain repair or connect or where reasonably necessary to remove lay renew relay or replace with others, alter or execute any works whatever to or in connection with the Service Media and any other services;
 - (b) execute repairs decorations alterations and any other works and to make installations to the Premises the structural parts loadbearing framework roof chimneys foundations joists and all external walls of the Building or any other buildings on the Retained Parts or to do anything whatsoever which the Landlord may or must do under this Lease including constructing new buildings on the Retained Parts up to and where necessary tying into the Building without payment of compensation for any nuisance annoyance inconvenience or damage caused PROVIDED THAT the Landlord or the person exercising the foregoing rights shall make good as soon as reasonably

practicable any damage thereby caused to the Premises or the Tenant's fixtures and fittings and stock.

6. The rights of all light air support protection and shelter and all other easements and rights now or hereafter belonging to or enjoyed by the Retained Parts;
7. The right to temporarily erect scaffolding for the purpose of repairing or cleaning the Building or the Retained Parts and the Campus including constructing new buildings upon the Retained Parts PROVIDED THAT where such scaffolding hides the Tenants signage the Landlord shall, at their own costs, supply temporary signage on the scaffolding, such signage to be approved by the Tenant acting reasonably

Schedule 3 – Tenant’s Operating Covenants

1. Use

1.1. Permitted Use

The Tenant must use the Premises for the Permitted Use only.

1.2. External displays

The Tenant must not stand, place, deposit or expose any goods, materials, articles or things whatsoever for display or sale or for any other purpose outside any part of any building on the Premises without the landlord prior written consent

1.3. Noxious discharges

The Tenant must not discharge into any of the Conduits any noxious or deleterious matter or any substance that might cause an obstruction in or danger or injury to the Conduits or be or become a source of obstruction, danger or injury and in the event of any such obstruction, danger or injury the Tenant must forthwith make good any damage to the satisfaction of the Surveyor.

1.4. Noisy machinery

The Tenant must not install in or use on the Premises any machinery or apparatus causing noise or vibration that can be heard or felt in nearby premises or outside the Premises without the Landlord’s prior written consent such consent not to be unreasonably withheld.

1.5. Exterior lights and awnings

The Tenant must not install exterior lights and awnings on the Premises including the Common Parts without the landlord prior written consent.

1.6. Window cleaning

The Tenant must clean both sides of all windows glazed doors their frames and glazed or transparent sections of any roof or ceiling structures in any building on the Premises including the Common Parts and in the case of any glazed or transparent roof or ceiling structures cleaning should take place at least once in every year of the Term

2. Hours of trading

During normal trading hours for the University the Tenant must keep the Premises open for business and properly cared for, and must trade actively throughout substantially the whole of the Premises except:

2.1. in so far as it is prevented from doing so by destruction or damage to the Premises caused by one or more of the Insured Risks

2.2. when non-trading is necessary to allow any major repairs, alterations or additions to the Premises to be carried out with all reasonable speed;

3. Posters and Displays

3.1. Posters, placards and signs

The Tenant must not place or display on the outside of the Premises or on the windows or inside the Premises so as to be visible from outside the Premises any name, writing, notice, sign, placard, poster, sticker or advertisement unless agreed by the landlord in writing.

4. Ceiling and floor loading

4.1. Heavy items

The Tenant must not bring onto, or permit to remain on, the Premises any safes, machinery, goods or other articles that will or may strain or damage the Premises or any part of them.

4.2. Protection of the roof

The Tenant must not, without the consent of the Landlord, suspend anything from any ceiling of the Premises or store any heavy items in the roof space.

4.3. Expert advice

If the Tenant applies for the Landlord's consent under paragraph 4 the Landlord may consult any engineer or other person in relation to the loading proposed by the Tenant and the Tenant must repay the fees of the engineer or other person to the Landlord on demand.

4.4. Maintenance of Machinery

The Tenant must keep all machinery and equipment on the Premises ('the Machinery') properly maintained and in good working order and for that purpose must employ reputable contractors to be approved by the Landlord, whose approval may not be unreasonably refused or delayed ('the Contractors') to carry out regular periodic inspection and maintenance of the Machinery.

5. Plate glass / glass

5.1. Insurance of plate glass / glass

The Tenant must insure any external glass doors and windows, glass stair rails or pedestrian barriers plate glass against breakage or damage, in a reputable insurance office, for its full reinstatement cost from time to time and whenever reasonably so required must produce to the Landlord particulars of the insurance policy and evidence of payment of the current year's premium.

5.2. Reinstatement of plate glass

Notwithstanding anything to the contrary contained elsewhere in this Lease, whenever the whole or any part of the plate glass is broken or damaged the Tenant must as quickly as possible lay out all money received in respect of the insurance of it in reinstating it with new glass of at least the same quality and thickness and must make good any deficiency in such money.

6. Cleaning and tidying

The Tenant must not cause the Premises including the Common Parts to become untidy or dirty and must keep them free from deposits of materials and refuse.

7. Loading and unloading

7.1. The Tenant must not load or unload any goods or materials from any vehicle unless the vehicle is parked and unloaded in the delivery /loading bay and must not cause congestion of that or any adjoining loading bays or inconvenience to any other user of it or them

7.2. Use of goods entrances required

The Tenant must not convey any goods or materials to or from the Premises except through the entrances and service areas provided for the purpose

8. Security and fire safety

8.1. The Tenant shall ensure that the fire vehicle Emergency Access Route as shown on the Plan running parallel to University Road off the Mayor's Walk entrance is left accessible at all times and is therefore not blocked by any vehicles or items the Tenant may have passing the Service Area/Loading Bay from time to time.

8.2. Access on security alarm call

The Tenant must permit persons authorised by the Landlord to have such access to the Premises as may be required in the event of a security alarm call.

8.3. Repairs etc

The Tenant must maintain, repair and when necessary renew any fire fighting equipment and ancillary equipment installed in the Premises and the Common Parts by the Tenant. The Tenant shall also be responsible for any alarm system that it installs and which does not form part of the Landlords building wide alarm system.

8.4. Incompatible apparatus

The Tenant must not install or maintain in the Premises or the Common Parts any equipment or apparatus that may adversely affect the performance of any security, fire alarm or sprinkler systems.

9. Heating, cooling and ventilation

The Tenant must not do anything that interferes with the heating, cooling or ventilation (or as required) air conditioning of the Common Parts or that imposes an additional load on the heating, cooling or ventilation (or as required) air conditioning plant and equipment.

10. Regulations

The Tenant must comply with all reasonable regulations made by the Landlord from time to time for the management of the Building and notified to the Tenant in writing, provided that nothing in the regulations may purport to amend the terms of this Lease and, in the event of any inconsistency between the terms of this Lease and the regulations, the terms of this Lease are to prevail.

11. Installations

The Tenant shall ensure that all telephony, IT and other communication systems installed by it in the Premises or the Common Parts are compatible with and will connect to and not conflict with the Landlord's telephony, IT and other communication systems and their policies and standards

12. Alcohol

The Tenant shall not make any applications the Licensing Authority to alter the Building's Liquor Licence for the Premises without the Landlord's prior written consent.

13. Licences

The Tenant shall be permitted to hire out spaces within the Premises by using the prescribed format of Licence and by following the Landlord's Health and Safety, Risk Management and Indemnity check list on ad hoc occasions, each hire period lasting for no more than 5 days

14. Insurance

The Tenant shall insure against the loss, damage or theft of the contents in the Premises including the Common Parts and have in place sufficient employer's public and third party liability insurance cover for claims arising from damage or injury for a satisfactory level as the Landlords Director of Estates may determine from time to time

15. Access

The Tenant shall ensure that the Landlord the Landlord's contractors or agents can gain access to inspect maintain and repair any items for which they are responsible for at all times upon providing reasonable notice (including by email or telephone) notwithstanding access that may be needed at short notice in the case of an emergency

16. The Tenant shall use all reasonable endeavours to reduce energy consumption, water usage, waste usage and waste production and co-operate fully with the Landlord in this regard

17. Restrictions on use

The Tenant shall not do or allow:

17.1. Any activities on the Premises which are illegal or immoral;

17.2. Not do anything on the Premises which causes an actionable nuisance

17.3. Not knowingly overload or obstruct any Service Media which serve the Premises

17.4. Not use the Premises as sleeping accommodation or for residential purposes

17.5. Not (subject to temporary interruptions and matters outside the Tenant's control and save where the Tenant is prevented from doing so by reason of damage to or destruction of the Premises, works being carried out to the Premises or where to do so would be in breach of any other provision of this Lease or any law) cease trading its business operations for a period of more than 4 weeks in any 12 month period unless with the prior agreement in writing from the Landlord

17.6. Ensure the Premises are open to the minimum Opening Hours (subject to temporary interruptions and matters outside the Tenant's control and save where the Tenant is prevented from doing so by reason of damage to or destruction of the Premises, works being carried out to the Premises or where to do so would be in breach of any other provision of this Lease or any law) during the Opening Hours

17.7. In the case of Unit 303, the Tenant shall ensure that the minimum access time available for the tenant of the adjoining shop Unit 303b matches that of the Opening Hours of that Shop Unit 303b. However, in consultation with the Landlord the Tenant has the right to alter weekend opening times and weekday opening times in the case of being outside of the Landlord's Academic Term Time periods and Statutory Holidays, so that a reasonable process can be agreed in order to allow the tenant of the adjoining shop Unit 303b the right of access across and through shop Unit 303 for access to and from the area 307 for servicing shop Unit 303b and rooms 306 and 308 (over the areas hatched blue on Plan Number 4) to provide staff welfare facilities for the tenant of shop Unit 303b

18. Operation of machinery

The Tenant shall not use any machinery on the Premises in a manner which causes any damage to the fabric of the Premises or any strain on the structure of the Premises beyond that which it is designed to bear

19. **Car Parking**

The Tenant shall not be authorised to park vehicles at the Building or upon the Retained Parts except for the purpose of loading and unloading. The Tenant's staff shall be entitled to apply for car parking subject to the rules payments and availability set out in the Landlord's car parking and travel policy and procedures as observed and updated from time to time for the Landlord's staff members and associated members.

Executed as a Deed by

UNIVERSITY OF LEICESTER STUDENTS' UNION

Acting by:-

Authorised Signatory

Authorised Signatory