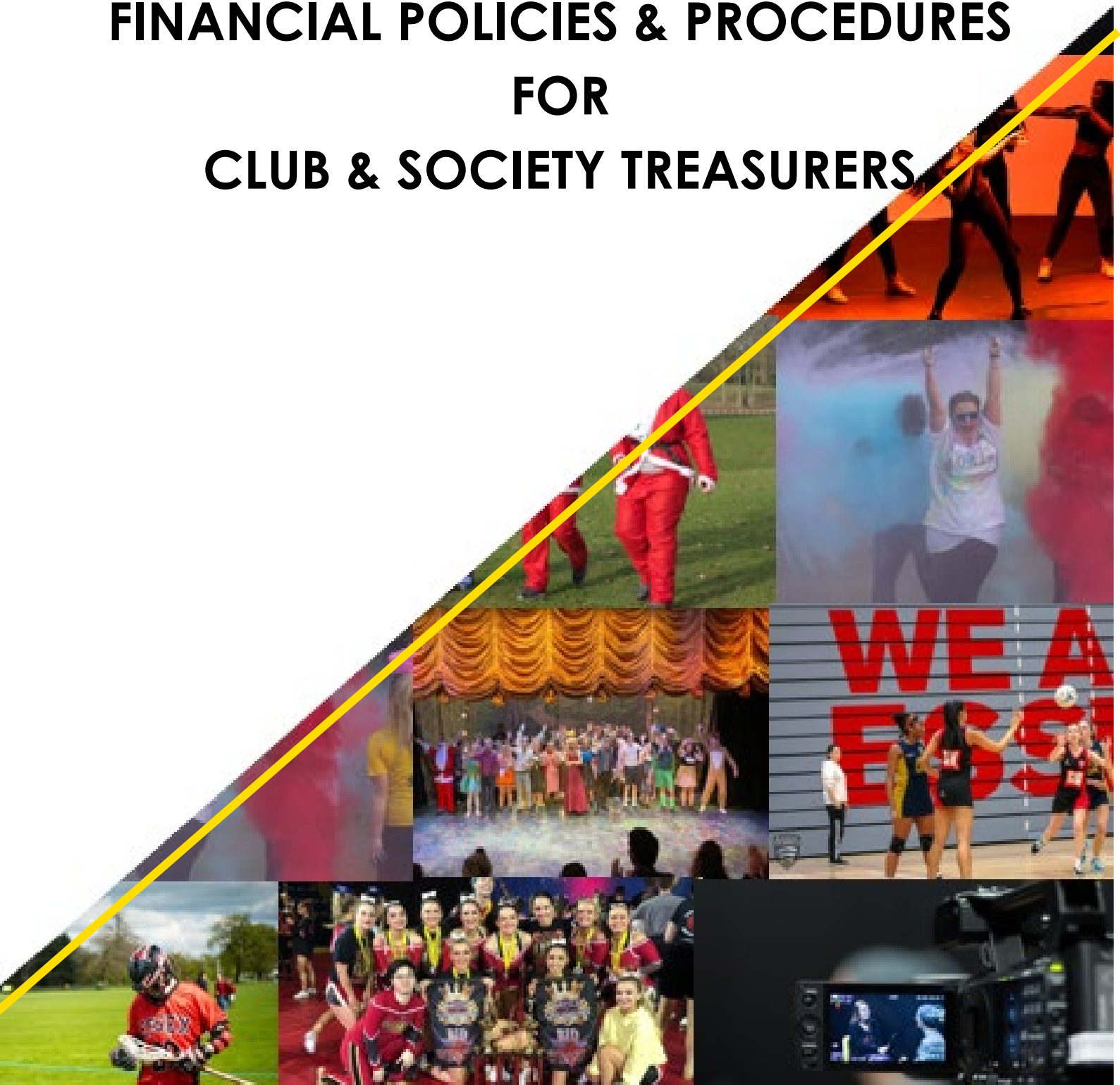




FINANCIAL POLICIES & PROCEDURES FOR CLUB & SOCIETY TREASURERS



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1.0 Clubs and Societies Finances

Policy

All income and expenditure relating to Clubs & Societies must pass through the Students' Union bank account. External bank accounts are strictly prohibited.

All Club and Society members have the right to access details of their Club & Society accounts from their Treasurers or the SU Finance Office. Club and Society account statements are issued weekly to all Treasurers & Presidents via "sentimail"

Equipment purchased by Clubs and Societies remains the property of the Students' Union for insurance purposes but is allocated to the relevant club or society for their use. The Student Activities Managers are responsible for maintaining a list of all equipment which must be made available to Finance on request for audit and/ or insurance purposes.

All elected Clubs and Societies' Presidents and Treasurers are required to sign a Declaration of Financial Responsibility to ensure the policies and procedures are understood and must be followed accordingly. Please refer to Appendix 4 for Declaration of Financial Responsibility.

The elected Treasurer is responsible for monitoring and maintaining the individual Club or Society accounts and disseminating all pertinent information to the paid up membership.

The Treasurer must ensure there are sufficient funds in their Club or Society account to meet any expenditure.

A Club or Society does not have authority to sign off into any Contract or Agreement on behalf of the Students' Union this includes verbal and email agreements as well as in paper form. Please refer to Sponsorship Agreement.

The use of Club & Society funds must be open and equally available to all full members of that Club or Society.

The Students' Union retains ultimate control over Club & Society funds if its use is deemed inappropriate or illegal.

Procedure

1.1 Annual Budgets

The Education Act 1994 Part 2 requires that the procedure for allocating funds to Clubs is fair, set down in writing and freely accessible. The Essex Blades Club Funding Allocation Policy is agreed by Essex Blades Committee and ratified at the Essex Blades General Meeting. The current policy can be found [Sport forms \(essexstudent.com\)](http://essexstudent.com)

Every Club is required to submit any funding request to the Student Activities Manager (Sports) which will be considered in consultation with the Essex Blades Committee and in accordance with the Essex Blades Club Funding Allocation Policy.

1.2 Grant Funding

Club Funding and BUCS approved activities are funded by way of an annual Grant from the Essex Sports Board, via the Students' Union. The allocation of the club funding is approved by the Essex Blades Committee and Student Activities Managers.

1.3 Club & Society Accounts

Every Club & Society has its own sub account within the Students' Union.

It is the responsibility of the elected Club / Society Treasurer to administer the finances of the Club / Society own funds.

Income is made up of funds raised by the Club or Society by way of:

- Membership Fees
- Session/Match Fee Income
- Fundraising events for own club/society (external need to be included in RAG account)
- University of Essex Alumni Click Crowdfunding
- Donations (Freely given income)
- Sponsorship

Membership Fees are set by each Club and Society in consultation with Student Activities staff. All membership funding is to be spent in line with the aims and objectives of the relevant Club and Society.

Any sponsorship income, grants or click crowdfunding must be spent in line with any agreements made with the relevant funder and any conditions set out must be adhered to in order to ensure completion of agreement. For details on how to fundraise via Essex Alumni Click Crowdfunding, please click here [University of Essex \(hubbub.net\)](http://University of Essex (hubbub.net)).

All other funds (fundraisings, donations and carried forward funds) can be spent more freely by the Club and Society Committee as long as the benefits made available to all members. No purchases of alcohol is permitted unless it has been agreed with the Student Activities Managers or their delegates.

All Club and Society expenditure is signed off by their Treasurer (or President where the Treasurer is making an expense claim) and in accordance with 1.4 Reimbursement of Expenses.

1.4 Reimbursement of Expenses

Where members incur expenses that should be funded by their Club or Society an expense claim must be made using the online Expense Claim Form. These forms are available from the Essex Student website:

<https://www.essexstudent.com/activities/studentactivitiesexecheap/>

Clubs and Society Presidents and Treasurers are authorised to sign off expenses up to the value of £50. Where the Treasurer is making a claim the Club or Society President must

authorise and vice versa. Expense Claims above this threshold will be passed digitally to the Students Activities Team for approval.

In the rare case of no second signatory (President/Treasurer), the Vice President or Secretary will be asked to sign off the expenditure.

All online Expense Claims must be supported by photos of receipts or other relevant evidence uploaded via the website (with the exception of car travel).

Expense Claims will not be reimbursed if there are insufficient funds available in the Club / Society account.

Expense Claims are submitted to Club and Society Treasurers for approval every Thursday. It is the Treasurer's responsibility to ensure that expenses are approved before the payment deadline of midday the following Tuesday.

Expense Claims relating to BUCS are funded by the Essex Sports Board Grant and are therefore submitted to the Activities Manager (Sport) for approval.

Mileage claims for BUCS travel must be supported by a driving license and insurance, confirming the claimant is covered to drive. The claimed mileage rate will depend on the number of people travelling in the vehicle. The approved mileage rates are:

1 person = 25p per mile
2 people = 30p per mile
3 people = 35p per mile
4 people = 40p per mile
5 people = 45p per mile

The claimant must include:

- the names of all passengers
- the start and end postcodes of the journey
- if the journey is one way or return
- the fixtures they are traveling for when submitting an expense claim.

Mileage will not be reimbursed if this information has not been provided. The AA route planner will be used to confirm the mileage.

Authorised Expense Claims will be processed for payment every Wednesday and received into the claimant's bank account in three working days (Friday).

Any queries regarding Expense Claims should be directed to suexpenses@essex.ac.uk

1.5 Placing Orders for Goods & Services

Before Clubs & Societies can place any orders with a supplier for goods and services, they must first obtain a Purchase Order Number from the Student Activities Managers or their delegate.

Club & Society members may be held personally liable for any orders placed with suppliers where a Purchase Order number has not been issued.

In the majority of cases orders will be placed on behalf of the Club or Society by the Student Activities Managers, or their delegates.

1.6 Minibus Hire

The SU currently has available a 9 seater mini-bus available for hire by clubs and societies. Minibus hire costs will be re-charged to Clubs and Societies. Re-charges are calculated as follows:

Mini-bus hire only – mileage x 75pence

The mileage rate is based on the cost of fuel, insurance, and vehicle wear & tear (for external buses, the cost will include hire of the vehicle, the insurance and cost of vehicle). Recharge rates are reviewed annually.

All minibus bookings are made on-line at www.essexstudent.com/minibus Copies of all Club requests are forwarded to blades@essex.ac.uk and Society requests forwarded to susocs@essex.ac.uk

Club and Society booking requests will be reviewed by the Student Activities Department before any booking is confirmed.

Mini-bus re-charges must be checked for coding by the Student Activities Department at every period end.

Where we are unable to supply a mini-bus from our fleet a mini-bus will be hired from our preferred supplier and re-charged to the Club or Society at the invoiced amount plus the cost of temporary insurance cover and any fuel costs.

1.7 Risk Management, Insurance & Financial Liability

Activities / Events:

Activities to be held off Campus must have prior approval from one of the Student Activities Managers. Where applicable, reference will be made to the Finance Office with regards to any insurance requirements or limitations.

The Student Activities Managers are responsible for Risk Assessing any off-Campus Activity and any other activity on Campus that may carry risks.

Should a Club or Society find itself in a dispute with a supplier or any other party one of the Student Activities Manager must be advised immediately.

Insurance:

a. Sports Participation:

Students are covered by a Personal Injury Policy whilst participating in competitive sport for the University including training and practice sessions. The terms of this cover are contained within the policy document and are available to view at: www.essexstudent.com/sport/help

b. Travel:

Club and Society organised Trips and Tours **must** be approved by one of the Student Activities Managers or their delegates prior to making any arrangements. Trips and Tours **must** be arranged with and paid for via a third party tour operator. Refer to the Student Activities Manager for details of our preferred supplier.

All members are responsible for arranging their own travel insurance for any Club and Society trips and tours.

The Students' Unions Travel Policy has only limited cover for travel and is provided for **Union organised business travel and Union organised Sports / Society Travel only**.

Prior to arranging any trips outside of the UK the Finance Office must be notified in order to ensure the following:

- The country to be visited is covered by the insurance policy
- The numbers of travellers and length of stay are within the limits of the policy
- Travellers have the required contact details should a claim arise

This policy does not cover personal possessions and money.

It is strongly recommended that if travelling abroad members take out their own travel insurance policy to cover their own personal possessions, money etc.

1.8 Value Added Tax (VAT)

Clubs:

Sports Clubs are deemed exempt from VAT. This means that VAT is not charged on any income directly related to sport and as such VAT cannot be reclaimed on any expenditure.

HMRC define "qualifying" sports under Notice 701/45. It is the responsibility of the Student Activities Manager (Sport) to ensure that all Clubs are eligible before classifying them as a Club. If they are not eligible then they must be classified for the purpose of VAT as a Society.

All income generated, and expenditure incurred that is not directly related to participation in sports activity (e.g. social events or sponsorships) is **not** exempt from VAT. Therefore, income* will be posted net of VAT to Club accounts, however, this also means that VAT can be reclaimed on all expenditure where a valid VAT receipt or invoice is provided in relation to that event.

VAT will be accounted for by the Student Union Finance Office.

*The following exceptions apply:

Donations received from a third party where they derive no benefit to themselves (i.e. not exchanged for advertising or free dinner etc.) are deemed outside of the scope for VAT purposes therefore VAT will not be deducted.

Societies:

All income* relating to Societies is subject to VAT therefore income will be posted net of VAT to Society accounts. However, this means that VAT can be reclaimed on all expenditure,

Expenses will be posted net of VAT to Society accounts, where a valid VAT receipt or invoice is provided.

VAT will be accounted for by the Student Union Finance Office.

*The following exceptions apply:

Donations received from a third party where they derive no benefit to themselves (i.e. not exchanged for advertising or free dinner etc.) are deemed outside of the scope for VAT purposes therefore VAT will not be deducted.

Income and Expenditure Associated with Organised Trips

Any transactions associated with tours/trips organised by the Clubs and Societies and funded by their members are subject to specific VAT treatment, the Tour Operators Margin Scheme (TOMS). This scheme is applicable to activities where the SU externally arranges travel packages, including:

- Accommodation
- Hire of transport
- Services of Tour Guides
- Trips or Excursions
- Admission

Under TOMS, any VAT charged on the travel services and goods is not reclaimable, meaning that expenses will be posted gross of VAT to Clubs or Societies' accounts. The contribution paid by members will not be liable for VAT. The VAT liability on these transactions is calculated based on the margin between the income and expenditure, instead of under the normal VAT rules, resulting in lower VAT liability.

The VAT liability will be calculated quarterly and posted to the relevant Clubs or Societies' accounts.

1.9 Banking

The SU provides the banking facilities for every Club and Society. External bank accounts are strictly prohibited.

Funds raised by Clubs and Societies must be paid into SU Reception.

The paying in slips must record the following information in order that the Finance Office can post the income to the correct Club and Society and apply the correct VAT treatment:

- Full description of the source of the income
- Email address and contact phone number of the member paying in the funds

Funds may also be paid directly in the SU's Bank Account. Please see below for our SU Bank's Details:

Account Name : University of Essex Students' Union
Account number : 00379913
Account sort code : 30-92-16

Please ensure you reference the Club or Society your paying money into and what the payment is for as this may impact on the VAT treatment.

1.10 Use of Card Payment Terminals

The SU has a Card Payment Terminal available for use by Clubs and Societies for fundraising activities.

Policy

Card Payment Terminals loaned to a club or society can only be used by that club or society and can only be used for the purpose specified in the Usage Agreement (Refer Appendix 2 – Usage Agreement for Card Payment Terminal).

Transactions fees are charged by the payment provider and are subject to change. As at, 25th November 2022 the fee is 1.69% per transaction processed. Transaction fees incurred will be recharged to relevant Club or Society.

Card Payment Terminals must **never** be left unattended.

If the Card Payment terminal is faulty or damaged in any way you must return the terminal to the Finance Office immediately.

The Treasurers must complete the PCIDSS Moodle training.

The Treasurer will be required to sign and comply with the Usage Agreement (Refer Appendix 2 – Usage Agreement for Card Payment Terminal) prior to issue.

Procedure:

To book a Card Payment Terminal the Treasurer must email blades@essex.ac.uk for Clubs or susocs@essex.ac.uk for Societies with details of the event:

- Club or Society
- Date of event
- Type of event
- Period of loan

At least one week's notice is required, and bookings will be taken on a first come first served basis.

Prior to confirming the booking the Treasurer must sign and return the Usage Agreement (Refer Appendix 2 – Usage Agreement for Card Payment Terminal)

Once the booking has been confirmed the Card Payment terminal will be available for collection on the day of your fundraising activity.

The Card Payment Terminal must be returned as soon as possible once the fundraising activity has finished.

If your activity is planned for more than one day then the Card Payment Terminal must be returned at the end of the each day's activity and collected the next morning.

1.11 Treasurer Training & Finance Clinics

In the year of their election, all Club and Society Treasurers are required to attend the annual Treasurer Club and Society Training session provided by the Students' Union.

The Students' Union Finance Office holds regular Finance Clinics to provide advice and assistance to treasurers. Should a treasurer wish to attend they must book an appointment via sufinance@essex.ac.uk. Appointments are limited and will be allocated on a first come first served basis.

There may be occasions when a Treasurer is asked to attend a Finance Clinic. Attendance in this instance is mandatory.

2.0 Fundraising for Your Club or Society

There are a number of ways you can raise funds for your Club or Society, for example:

- Using the University's Crowdfunding platform, with match funding provided from the University's Alumni - <https://click.hubbub.net/projects/create/>
- Holding a fundraising stall on campus e.g., a cake sale
- Hosting an event in one of our venues
- Busking on campus for donations (showcase your club or society's talents)
- Hold a challenge event in campus for donations (e.g., rowing competition)

Whatever your idea, speak to the Activities Department or enquire at SU Reception.

Policy:

Any funds raised for your Club or Society account must be paid into the Students' Union bank account.

The Students' Union will allocate the funds raised to the relevant Club or Society and the Treasurer will be able to see the allocation in their Weekly Finance Report.

Cash and card payments are both acceptable payment methods to use during fundraising activities:

- Funds raised in cash must be paid into your Club or Society via SU Reception, located on Square 3.
- Refer to 1.10 Use of Card Payment Terminals for fundraising using card payments.

3.0 Raising and Giving “RAG”

Policy:

The Students' Union is a registered charity and therefore is not permitted to raise funds for any other charity except via RAG.

The Students' Union holds a separate Bank Account for RAG donations to ensure these remain separate from the funds of the Union.

Any RAG fundraising activity by a Club or Society must make clear the Charity for which they are raising funds.

If expenditure incurred is to be deducted from any donations before transferring funds to the Charity (via the Union's RAG account) – it must be made clear to all donors that the “proceeds” of the events/ activity are being paid to the charity.

Procedures:

Fundraising on behalf of another charity can be raised via cash, card payments and Just Giving Page and must be raised under the banner of RAG.

Cash raised from fundraising activity must be sent to Finance Office who will then pay this directly into the RAG Bank account.

A Card Payment Terminal can be made available for a fundraising event. Refer to **1.10 Use of Card Payment Terminals**

RAG form needs to be completed by Treasurer of a Club or Society and sent to Finance Office along with the cash raised and card payment receipts from the fundraising activity. Please refer to **Appendix 3 for RAG Form**. The Finance Office will require the following information:

- The name and website of charity the funds have been raised for
- The name of the Club / Society or the event raising the funds
Instructions (payee name / contact name / address) of where to send the proceeds to

Where funds are raised via a Just Giving Page, Treasurers are required to submit details (link to the fundraising site, name of club / society & amount raised) for each charity to sufinance@essex.ac.uk. This will ensure that the total RAG fundraising in any year is correctly recorded.

4.0 Sponsorship Agreements

A Sponsorship Agreement (or contract) governs the legal relationship between a Sponsor and those entitled to enforce the Sponsorship obligation. It has a number of terms and conditions agreeing a service (or services) in return for a fee.

Policy:

A Club or Society can only enter into a Sponsorship Agreement under the following conditions:

- Prior Approval must be obtained from the Students Union before entering into any Sponsorship Agreement
- Sponsorship Agreements can only be entered into using the template set out in Appendix 1: Sponsorship Agreement
- Agreements must be countersigned by the Students' Union
- The following Students Union staff are authorised to approve and countersign Sponsorship Agreements
 - Student Activities Manager
 - Campus Manager (Southend)
 - Deputy Director of Services
 - A Director of the Students' Union

A Club or Society cannot enter into an agreement with a Sponsor that may represent a conflict of interest to either the University, Students' Union or one of our contractual suppliers. The following are examples of such conflicts:

- Local Bars, Pubs
- Cinemas
- Lettings Agencies
- Supermarkets and Convenience Stores
- Any suppliers targeted by BDS (Boycott Divestment Sanctions)
- Other Universities
- Suppliers of soft or alcoholic drinks
- Bus transport companies
- Organisations that may bring the Union or University into disrepute

The Students' Union reserves the right to refuse to enter into any sponsorship agreement. A Club or Society must not promise to deliver anything they cannot deliver themselves, for example, but not limited to:

- Access to the Students' Union 's marketing channels
- A Stall at Freshers Fair, the Winter Fair or Welcome Week

A Club or Society must not promise to deliver anything on behalf of another Club or Society. Any Joint arrangements must be agreed by the Executive of every club or society involved.

A Club or Society must never provide a Sponsor with the email addresses or any other contact details of their members.

Procedure:

The Club / Society Executive are responsible for sourcing sponsors in accordance with the above policy.

The Club / Society President or Treasurer will be:

- Responsible for the completion of the Sponsorship Agreement
- The authorised signatory to any Sponsorship Agreement approved by the Students' Union.
- Responsible for the delivery of the benefits set out under Sponsor's Rights

The Student Activities Manager or Campus Manager (Southend) must:

- Retain a signed copy of each Sponsorship Agreement and follow up with the relevant Club or Society Executive to ensure the policy is being adhered to.
- Submit an invoice request to the Finance Office via the typeform link on the SU Staff portal and submit a copy of the Agreement to sufinance@essex.ac.uk as a backup.

The Finance Office will advise the relevant Manager should the invoice not be paid within the required payment terms. The Manager must then inform the relevant Club or Society Executive.

Guidance for the completion of Appendix 1: Sponsorship Agreement:

1. General guidance:

Complete all sections in [red] and change the font colour to black or delete where indicated if not applicable

Ensure you read the Agreement and fully understand what you are committing to.

2. Specific guidance:

Recipient Benefits

Where the sponsor has agreed to provide additional benefits to the members the details must be included under this section. Examples include:

- Discounts
- Free or discounted access to a service (e.g. advice / training / resources)

Sufficient detail will be required so that both parties are aware of what the discount / service relates to; what the discount is (e.g. 10%); how to access the discount/service etc. (e.g. website link)

Where the Sponsorship is limited to a Sponsorship Fee insert "Non Applicable"

Sponsors Rights

Delete the clauses that are not relevant to the agreement. Where a Club or Society wishes to offer a benefit that is not included in the template reference must be made to the relevant Manager (The Student Activities Manager or Campus Manager (Southend)) for approval.

Sponsor Branding – obtain from the Sponsor their logo and any guidelines they may have in relation to the use of their logo or brand and insert under Appendix A

Advertising opportunities – ensure you can provide all of these to your sponsor or delete those that are not applicable. For example – your Club or Society may not have a newsletter.

You must ensure that your newsletter only acknowledges the Sponsor and only makes a reference to any benefits available to your members that are included in the Agreement.

Club Kit Sponsorship – when agreeing to add a company logo to your kit ensure you have considered the following:

- The cost of adding the logo to your kit in comparison to the sponsorship fee agreed
- How long the agreement is for versus how long you will use the kit
- Are there any restrictions to the use of sponsored logos in any leagues your club may participate in
- The size of the logo and where on your kit the logo will be placed – you should include a diagram and sizes in Appendix B
- The prominence and placement of the logo on your kit should be reflected in the sponsorship fee

It is recommended that you discuss any proposals with the Union's Student Activities Manager.

Events – ensure you do not over commit. If you quantify 4 events will be held you must deliver. You may wish to specify a specific event, e.g. The Law Society Ball 2020, in which case the clause will need to be amended to reflect this.

Communication with Sponsor – ensure you insert the frequency, e.g. Termly / post each event and the method, e.g. by email to..... Your sponsor may require evidence such as photos of events, copy newsletters etc. to ensure that you have delivered on the Agreement.

5.0 Affiliations

Clubs and Societies may wish to affiliate with an external organisation.

Affiliations can provide a range of benefits to Clubs and Societies including, but not limited to:

- Resources, such as training
- Access to a wider network with similar aims to your society
- Directly linked to the aims and objective of your society (e.g. a specific charity or political party)
- Affiliations to National Governing Bodies may be required to compete in the BUCS or other leagues, benefits may include the following:
 - Public Liability insurance for training sessions led by qualified coaches
 - Reduced costs for coaching and officiating courses
 - Discounts at online shops
 - Discounted competition entries
 - Discounted training courses and spectator events
 - Networking opportunities

Policy

For an affiliation to be approved the affiliate organisation must be relevant to Club or Society's activities, aims and objectives.

The Student Activities Department will maintain a list of approved Affiliations.

If a club or society wishes to affiliate with an organisation not on the approved list, they must refer to the Student Activities Manager for approval and assistance in completing the application.

Approved Club Affiliation Fees required for participation in BUCS are listed on the BUCS website www.bucs.org.uk under Rules & Regulations.

Affiliation Fees will be charged to the relevant Club or Society. Club affiliations to approved National Governing Bodies may be covered by the Essex Sports Board budget

The following legislation requires that individual members must give consent to receive any email communications from third parties:

The Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR)
Data Protection Act 2018 (DPA)
General Data Protection Regulations 2016/679 (GDPR)

Therefore, a Club or Society is not permitted to provide an affiliated body with the contact details of their Club or Society Members. Individual members can, however, be encouraged to sign up directly with the approved affiliated organisation via a link added to the relevant club or society web page, if they so wish.

6.0 Fraud

Policy

All volunteers (including but not limited to Club and Society Executives) must comply with the Union's Anti-Fraud and Fraud Response Policy:

<https://www.essexstudent.com/about/policy/>

Any allegations of fraudulent activity in respect of club or society funds will be fully investigated by the Students' Union. This may result in the suspension of club or society executives that are suspected of fraud whilst any investigation is taking place and may lead to further disciplinary action, including but not limited to:

- Removal of Essex Blades, club &/or, society membership
- Permanent ban from Essex Blades, club &/or society memberships and activities
- Reported to the Police
- Reported to Student Conduct

Examples of fraudulent activity may include, but are not limited to:

- Falsification or inflation of an expense claim
- Applying for multiple reimbursements of the same expense claim
- Diversion of club or society funds
- Diversion of funds raised under RAG
- Entering into a contract on the behalf of the Students' Union (refer 1.5 Placing Orders for Goods & Services)

Clubs and Society Presidents and Treasurers all have a responsibility to:

- check the validity of any expense claim they approve,
- to adhere to the policies & procedures detailed within this document,
- to report any suspicions of fraud to the Student Activities Manager

Appendix 1 Sponsorship Agreement

SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("**Agreement**") is made and entered into as of the [date] ("**Effective Date**") by and between:

1. University of Essex Students' Union [club/society name] ("**the Recipient**"), a student-run association affiliated to the University of Essex Students' Union and;
2. [company name and address] ("**the Sponsor**")

As part of this agreement, The Sponsor has agreed to provide financial support to the Recipient subject to the terms and conditions laid out in this agreement.

1 Sponsorship Period

- 1.1 This agreement shall be deemed to have commenced on [date] and shall continue until [date] ("**the Sponsorship Period**").

2 Sponsorship Fee

- 2.1 Subject to the provisions of this agreement and to the Recipient performing its obligations hereunder and in consideration of the rights granted by the Recipient to the Sponsor, the Sponsor agrees to pay a Sponsorship Fee of [£amount] per annum (excluding VAT) ("**the Fee**").

The fee must be paid to the Recipient in full prior to the provision of the benefits set out in section 4 below.

Invoices are to be sent to:

[Name of contact at sponsor
Address line 1
Address line 2
Address line 3
Post Code]

- 2.2 In the event that the Sponsorship Fee (or any outstanding balance of the Sponsorship Fee) has not been paid in accordance with the terms under clause 2.1, the Recipient reserves the right to withdraw its provision of the benefits as set out in Clause 3.1.
- 2.3 The Recipient acknowledges and confirms that, save as otherwise expressly recorded in this Agreement; the Sponsor shall not be liable to the Recipient or any other person for any additional cost or expense besides the annual Sponsorship fee.

3 Recipient Benefits

- 3.1 Subject to the provision of this agreement and the Recipient performing its obligations hereunder the Sponsor agrees to provide the following benefits to all member of the Recipient:

[Insert the benefits agreed OR Insert "Non Applicable"]

4 Sponsor's Rights

- 4.1 In return for the Fee set out in point 2 and the Benefits set out in point 3, the Recipient shall provide [sponsor's name] with the following benefits:

4.2 Sponsor branding

The Recipient has permission to use the name and logo of the Sponsor in the following ways as described in this Agreement. Use of the sponsor's logo must be in strict accordance with the branding guidelines set out in Appendix A:

4.3 Advertising opportunities

The Recipient will publish the Sponsor's logo on its club / society webpage on essexstudent.com.

The Recipient will use social media, including Facebook, Instagram and Twitter to promote the Sponsor through publishing the Sponsor's logo, providing a link to the Sponsor's website, advertising the Sponsor's events with the Recipients members.

The Recipient will acknowledge the Sponsor in its newsletters, which will be issued at least [insert number] times during the sponsorship period.

4.4 Club Kit Sponsorship

The Recipient agrees to display the Sponsor's logo in strict accordance with the guidelines set out in Appendix B

4.5 Events

The Recipient agrees to organise [insert number of events or the title of a specific event] event(s) in collaboration with the Sponsor, allowing for networking and distribution of marketing materials.

The Sponsor may use these events to collect contact details, subject to their consent and in accordance with the Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR), Data Protection Act 2018 (DPA) and General Data Protection Regulations 2016/679 (GDPR)

The Recipient agrees to provide the Sponsor with email feedback after all events.

4.6 Communication with Sponsor

The Recipient will provide the Sponsor with [Insert frequency and method] reports on how the sponsorship is going and how the benefits outlined have been performed.

5 The Sponsor's Obligations

5.1 In exercising the said rights and licences, the Sponsor shall, subject to receiving appropriate invoices, pay the recipient the Sponsorship fee when the same falls due for payment as set out in Clause 2.

6 The recipient's Exercise of Rights

6.1 The Recipient shall not use any of the rights granted herein and shall ensure that no member of the Recipient shall make any public statement in a manner which, in the reasonable opinion of the Sponsor, is or might be prejudice or defamatory to the image and reputation of the sponsor.

7 Postponement of an Event

7.1 Where the benefits set out in Clause 3.1 include an Event that is postponed, and the Event as part of a wider package of benefits, the Recipient will make every endeavour to re-schedule the Event within the sponsorship period or provide an alternative benefit.

7.2 Where an Event is postponed, and the event is the only benefit set out in Clause 3.1 the Sponsor reserves the right to ruminant the contract under Clause 8.1 below.

8 Termination

8.1 Either party may immediately terminate this Agreement by giving notice in writing to the other party if that party:

- fails to pay any amount due under this Agreement on the due date and remains in default not less than 10 business days after being notified in writing to make payment
- remains in breach of an obligation under this Agreement (other than failure to pay amounts due under this Agreement) for more than 10 business days after the injured party has, subject to the exception set out in Clause 6.1
- does anything which in the reasonable opinion of the other party could or does damage the reputation of the other party or otherwise bring the party into disrepute
- enters into liquidation or has a receiver, administrator or administrative receiver appointed or ceases to trade.

8.2 In the event of termination of this Agreement, all intellectual property rights shall be returned to the Sponsor within 10 Business Days of the termination date

9 Force Majeure

9.1 Any party that is subject to a Force Majeure event shall not be in breach of this Agreement and shall be excused from performance under this Agreement while and to the extent they are unable to perform due to any Force Majeure event provided that:

- It promptly notifies the other party in writing of the nature and extent of the Force Majeure event
- It could not have avoided the Force Majeure event
- It has used all reasonable endeavours to mitigate the effect of the Force Majeure event, to carry out its obligations under this agreement

10 Entire Agreement

10.1 This Agreement represents the entire agreement between the parties in relation to the subject matter of this Agreement and supersedes any previous agreement, whether written or oral, between the parties in relation to that subject matter.

IN WITNESS WHEREOF, duly authorised representatives of each of the parties have executed this Agreement as of the Effective Date.

[Sponsors Name]

Signed: _____

Name: _____

Title: _____

[Club/Society Name]

Signed: _____

Name: _____

Title: _____

University of Essex Students' Union

Signed: _____


Name: _____

Title: _____

Appendix 2 Usage Agreement for Card Payment Terminal

CARD PAYMENT TERMINAL – USAGE AGREEMENT	
DEPARTMENT / CLUB / SOCIETY (code and name)	
Details of Event (Date and Type)	
Period of Loan	
Type of Card Payment Terminal	<input type="checkbox"/> SU <input type="checkbox"/> RAG
PCI DSS Moodle Training	<input type="checkbox"/> Completed <input type="checkbox"/> Not Yet Completed
Any Other Information	
<ul style="list-style-type: none"> • I agree to use the SU's card payment terminals as per Financial Policies and Procedures. • I agree to report any damaged or faulty that may occurred during period of loan. • I agree to cover the cost of replacing the terminals from Department / Club / Society budget or fund due to careless usage. 	
Treasurer Name & Signature:	
<u>AUTHORISATION</u>	
Finance Manager/Director of Finance & HR Name & Signature:	

Appendix 3 RAG Form

Raise and Give				UNIVERSITY OF ESSEX STUDENTS* UNION		STAFF INITIALS: <input style="width: 100%;" type="text"/>
DATE:	<input style="width: 100%;" type="text"/>	AMOUNT:	<input style="width: 100%;" type="text"/>			
RAISED BY:	<input style="width: 100%;" type="text"/>					
<i>(please list all societies and sport clubs involved in raising the money)</i>						
CONTACT NAME:	<input style="width: 100%;" type="text"/>	CONTACT EMAIL:	<input style="width: 100%;" type="text"/>			
CHARITY NAME, ADDRESS AND BANK DETAILS:						
<input style="width: 100%; height: 100%;" type="text"/>						
EVENT DETAILS:						
<input style="width: 100%; height: 100%;" type="text"/>						
TO BE COMPLETED BY FINANCE:						
DATE PROCESSED:	<input style="width: 100%;" type="text"/>	PAY IN REFERENCE NUMBER	<input style="width: 100%;" type="text"/>	PAY OUT REFERENCE NUMBER	<input style="width: 100%;" type="text"/>	AMOUNT CHECKED: <input style="width: 100%;" type="text"/>

Appendix 4 Declaration of Financial Responsibility



DECLARATION OF FINANCIAL RESPONSIBILITY FOR AND ON BEHALF OF



_____ (name of society or club)

We, the undersigned, in our capacities as Treasurer and President of the above Club or Society, hereby acknowledge and declare that:

- 1) We have read and understood the Financial Policies and Procedures For Club and Society Treasurers of the University of Essex Students' Union AND
- 2) We acknowledge that these Financial Policies and Procedures must apply to all financial transactions made by or on behalf of the above-named Society/Club AND
- 3) We acknowledge that these Financial Procedures must be followed at all times when making, handling, and authorising transactions for and on behalf of the above-named Society/Club, including but not limited to the following summarised provisions which are hereby highlighted for our attention:
 - a) All income and expenditure must pass through the Students' Union bank account (1.0)
 - b) The Students' Union provides the banking facilities for every club and society and external bank accounts are strictly prohibited (1.9)
 - c) If you are a society, you will be charged VAT on all income, including fundraising, unless it is a charitable donation, and it is the responsibility of the Students' Union Finance Office to account for all VAT (1.8). If not applicable, see D.
 - d) If you are a club, you will be charged VAT on any income that is not directly related to sport, unless it is a charitable donation (1.8).
 - e) The Treasurer is responsible for administering the society's/club's account, which is a sub-account of the Students' Union bank account, and for communicating all relevant information to the membership (1.3)
 - f) Any activities to be held off-Campus must have the prior approval from the Student Activities team and, where applicable, the Finance Office of the Students' Union (1.7)
 - g) Requests for the reimbursement of expenses must be:

- i. supported by receipts or other relevant evidence, and
- ii. authorised by the Society/Club Treasurer, or the President, where the Treasurer is making the claim on their own behalf, up to the value of £50, or
- iii. authorised by the Student Activities Manager if the value of expenses is above the £50 threshold (1.8)

and under no circumstances must any payment or payments be made directly from Society/Club income

- h) Money raised by the Society/Club for any charity other than fundraising for itself or the Students' Union must be raised under the banner of RAG and the proceeds after deduction of any expenses must be paid into the RAG Bank Account via the Finance Office (3.0)
- 4) We have read and understood the Students' Union Anti-Fraud and Fraud Response Policy AND
- 5) We acknowledge that any allegations of fraudulent activity in respect of club or society funds will be fully investigated by the Students' Union. This may result in the suspension of club or society executives that are suspected of fraud whilst any investigation is taking place and may lead to further disciplinary action, including but not limited to:
- a) Removal of Essex Blades, club &/or, society membership
 - b) Permanent ban from Essex Blades, club &/or society memberships and activities
 - c) Reported to the Police
 - d) Reported to Student Conduct

Treasurer Signature

Name

PRID No.

Date

President Signature

Name

PRID No.

Date