

2026-2027

Merton College

Junior Members' Handbook

Part II: Regulations and Policies Applying to Junior Members

Part II of the Junior Members' Handbook contains **regulations** and **policies** that apply to Junior Members in their dealings with the College, including statutory, contractual and other legal obligations.

The appendices include the **Student Contract** (see Appendix 1), governing the relationship between the College and its Junior Members which must be read in conjunction with the comparable contract provided by the University of Oxford. Junior Members must confirm their acceptance of both contracts when they are admitted to the College and the University.

The **Accommodation Licence** (see Appendix 2 and Appendix 3) governs the provision of accommodation by the College to Junior Members.

Many of the regulations, agreements and undertakings contained in this document create legally binding obligations on the College and on Junior Members. All legal obligations are governed by English Law.

Before coming into residence at the College, Junior Members must sign and return a statement that they have read and understood these regulations and agreements and undertake to abide by them. All Junior Members should therefore read carefully both Parts of the Junior Members' Handbook (**Part I: Information for Junior Members** and **Part II: Regulations and Policies Applying to Junior Members**) and seek advice where necessary.

Part I of the Handbook is referred to as "Information for Junior Members" and Part II is referred to as "the Regulations".

The Regulations are divided into sections: each section of the Regulations is a Regulation ("Regulation"), which may be divided into paragraphs. Each Regulation may be referred to its section-number, and the parts of a Regulation (where relevant) by section-number and paragraph-number.

The College Bylaws are available on the College website and include:

Bylaw XI A	Academic Discipline
Bylaw XI B	Concerning Discipline for Serious Misconduct
Bylaw XI C	Failure in the First Public Examination
Bylaw XI D	Suspension of Status (undergraduates)
Bylaw XI E	Fitness to Study Procedure

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1. ADHERENCE TO REGULATIONS

1. Before coming into residence, Junior Members must sign a declaration that they will adhere to the regulations contained in the Junior Members' Handbook, which will include the Accommodation Licence in the case of Junior Members residing in College accommodation, and to the University regulations as set out in the University Student Handbook, the Examination Regulations and elsewhere.
2. Copies of the Regulations as amended for each academic year will be provided to Junior Members prior to the commencement of that academic year.
3. Amendments made to the Regulations at other times will be communicated to Junior Members by email when implemented.
4. The College may from time to time adopt Policies which include obligations to which Junior Members are subject. These obligations may be enforced as if they were Regulations.
5. As members of the College, Junior Members are subject to the College's Statutes and Bylaws. Obligations contained in the College Bylaws may be enforced as if they were Regulations.

2. AMENDMENTS TO REGULATIONS

1. The Regulations will be reviewed at least annually in Trinity Term by relevant College Officers. Any proposed material amendments will be discussed with the Presidents of the JCR and MCR and will be reviewed and approved by the Warden and Tutors' Committee (after reference to the Statutes and Bylaws Committee) or by another committee delegated *ad hoc* by the Governing Body.
2. The Regulations may be amended at the initiative of any College Officer at other times in response to changes in legislation or other material changes in circumstances. Any proposed material amendments will be discussed with the Presidents of the JCR and MCR and reviewed and approved by the Warden and Tutors' Committee (after reference to the Statutes and Bylaws Committee) or by another committee delegated *ad hoc* by the Governing Body.

3. ENFORCEMENT OF REGULATIONS

1. Freedom of speech and academic freedom are central tenets of College life and must be robustly protected. On this basis, the College operates with a strong presumption in favour of freedom of speech and academic freedom. In construing and applying these Regulations proper account will be taken of the College's duties in relation to freedom of speech and academic freedom. (See Appendix 5 and also Section 5 of Information for Junior Members).

Principal of the Postmasters

2. The Principal of the Postmasters (often referred to as the "POP") is responsible for the discipline of Junior Members; the Principal of the Postmasters is assisted by the Deputy Principal of the Postmasters (often referred to as the "DPOP").

3. In the event of the ill-health or other unavailability of the Principal of the Postmasters (including to avoid conflict of interest), another Fellow may be appointed by or on behalf of the Governing Body to act in their stead. Throughout these Regulations, references to the Principal of the Postmasters includes any Fellow so appointed.

4. The Principal of the Postmasters and the Deputy Principal of the Postmasters are empowered to impose reasonable penalties for misconduct, including fines up to and including £250 and to restrict access to College facilities and to impose similar penalties, for example banning Junior Members from attending Bops or withdrawing them from the room ballot. The Principal of the Postmasters and Deputy Principal of the Postmasters may also levy charges to compensate the College for loss or damage or use of administrative time caused by the Junior Member. The cost of rectifying any damage caused may be added to a fine.

A guide to possible fines and charges can be found in Appendix 4 (Tariff of Possible Fines and Charges).

5. Junior Members on whom a penalty has been imposed by the Deputy Principal of the Postmasters may make written representations against the penalty to the Deputy Principal of the Postmasters within two days. If they are dissatisfied with the response given by the Deputy Principal of the Postmasters to their representations, they may appeal in writing to the Principal of the Postmasters within two days of receiving that response. Junior Members who consider that the penalty is gravely disproportionate to the nature of the offence, or who have fined more than £150 may, if dissatisfied with the decision of the Principal of the Postmasters, appeal to the Disciplinary Panel by sending a written notice to the Sub-Warden stating the grounds of their appeal within two days of receiving that decision; in other cases, the decision of the Principal of the Postmasters is final.

Junior Members on whom a penalty has been imposed by the Principal of the Postmasters may make written representations against the penalty to the Principal of the Postmasters within two days. If they consider that the penalty is gravely disproportionate to the nature of the offence and are dissatisfied with the response of the Principal of the Postmasters to the representations, they may appeal to the Disciplinary Panel by sending a written notice to the Sub-Warden stating the grounds of their appeal within two days of receiving that response.

Junior Members are advised that the Principal of the Postmasters or the Disciplinary Panel respectively may impose additional fines or other penalties in the event of trivial or frivolous appeals, or where the offence is believed to warrant a more severe penalty than that already imposed.

6. The Principal of the Postmasters may deal, as a matter of discipline, with non-payment of fines or charges imposed by the Finance Bursar, Domestic Bursar, or Librarian and with breaches of the Bylaws or of rules or regulations made with proper authority by any College Officer or Board under the Bylaws.

7. As provided by Bylaw XI B, if the Principal of the Postmasters believes that a Junior Member has a case to answer in relation to an offence which, would, if proved, require a more severe penalty than the Principal of the Postmasters can impose, they will refer the case to the Disciplinary Panel. (Please refer to Bylaw XI B.)

8. The Principal of the Postmasters or the Deputy Principal of the Postmasters may order the expulsion of any non-member of the College from its premises at any time.

Other College Officers

9. The Senior Tutor is responsible for enforcement of academic regulations applying to Junior Members.

10. The Finance Bursar is responsible for enforcement of financial regulations applying to Junior Members and may impose fines for non-payment of battels.

11. The Domestic Bursar is responsible for the buildings and amenities of the College and may impose charges to compensate the College for loss or misuse of or damage to College property.

12. The Librarian is responsible for enforcement of library regulations and may impose fines in the event that books and other library items are not returned when due, are lost or damaged by Junior Members, or if there has been a serious or recurring breach of library regulations.

4. COMMUNICATION WITH JUNIOR MEMBERS

1. Junior Members must check their email daily both in Term and during Vacations, and check their pigeonholes daily when they are in Oxford.

2. Junior Members must respond promptly to communications from College Officers and College staff, where a reply is expected. Junior Members must attend or arrange meetings when requested by College Officers and College staff.

3. Communications from Fellows, College Officers and College staff that are delivered to the College pigeonholes of undergraduates during Term and graduates at any time are deemed to have been received after 24 hours, unless the Junior Member is out of residence.

4. Any communications from Fellows, College Officers and College staff that are sent to Junior Members' email addresses in the domain@merton.ox.ac.uk are deemed to have been received immediately both in Term and during the Vacations.

5. RESIDENCE

1. New undergraduates (excluding second BA students) must come into residence at the College on Monday 5 October 2026 by 17:00.

International undergraduates who wish to arrive earlier must contact the Academic Registrar to request permission.

New undergraduates must attend the Ceremony of Admission to the College on Tuesday 6 October 2026 at 18:00; those who are unable to attend for any reason must write to the Academic Registrar in advance to request permission for their absence. Those who have been absent from the Ceremony must arrange with the Academic Registrar an alternative date for Admission.

2. New graduates (including second BA students) must come into residence at the College for the start of their programme of study and no later than 17:00 on Friday 2 October 2026.

New graduates must attend the Ceremony of Admission to the College on Monday 12 October 2026 at 18:30; those who are unable to attend for any reason must write to the Academic Registrar in advance to request permission for their absence. Those who have been absent from the Ceremony must arrange with the Academic Registrar an alternative date for Admission.

3. College Terms run from Thursday of 0th Week to noon on Saturday of 8th Week inclusive (i.e. the first night covered by the charge is Thursday of 0th Week and the last night is Friday of 8th Week).

Undergraduates must return to residence by 17:00 on Thursday of 0th Week of each Term (whether or not they are due to sit College Collections) unless they have, in advance, sought and received permission to return late from their Director of Studies **and** the Senior Tutor.

4. Unless they have received permission in advance, undergraduates must not return to residence before Sunday of 0th Week of each Term. Permission will not normally be granted to return during periods when the College is officially closed. Rooms may not have been serviced by Sunday of 0th Week, and evening meals that day will not normally be available.

5. Undergraduates must leave College during the Vacations unless either they have been granted Vacation residence or they have obtained permission to remain because of compulsory academic commitments outside Full Term, such as extended terms or examinations, or because they have a Merton College Undergraduate Summer Project Award.

6. Undergraduates must reside in College accommodation or at a confirmed address within six miles of Carfax Tower for the full length of each College Term, unless they have obtained the permission of the Senior Tutor to be absent, or are unavoidably absent on grounds of ill-health or other serious grounds, in which case the Academic Registrar must be notified and corroborating evidence may be required. Students who do not intend to reside in College accommodation in any academic year, must inform the Academic Registrar no later than Friday of 3rd Week of Hilary Term in the preceding academic year.

7. Graduates must reside in College accommodation or at a confirmed address within 25 miles of Carfax Tower, unless they have received prior permission to live outside this limit. Information about applying for permission to be excused from complying with the University's residence requirements can be found [here](#). Graduates must notify the College's Deputy Academic Registrar (Graduates) if they wish to apply for dispensation from the residence requirement, whether for work purposes, due to ill-health or on other appropriate grounds and corroborating evidence may be required.

8. Junior Members who are not resident in College accommodation must inform the Finance Bursary and the Academic Office of their current residential address and telephone number by updating their individual record on Student Self-Service.

9. Junior Members resident in College accommodation must complete arrival and departure cards at the relevant Lodge when coming into and going out of residence. A charge in accordance with Appendix 4 (Tariff of Possible Fines and Charges) may be levied for staff time spent on administration and verification in the event of failure to submit an arrival or departure card. Undergraduates who are resident in College accommodation will be charged daily for periods that they are signed into residence.

10. To receive their room-keys/fobs, Junior Members who are resident in College accommodation must present a signed and dated arrival card at the relevant Lodge.

Room-keys/fobs must be surrendered at the relevant Lodge with a signed and dated departure card when going out of residence.

11. Undergraduates who wish to be absent from the College for any night during Term must email the relevant Lodge with their name, room-number, telephone-number and how many nights / dates they are to be away from College before leaving.

Undergraduates who intend to be absent for more than three consecutive nights must also (a) obtain a Tutor's permission and (b) inform the Academic Registrar in writing.

12. Graduates must obtain the permission of their Supervisor for periods of absence from residence of more than three consecutive nights and must inform the Academic Registrar in writing.

13. Junior Members whose student status has been suspended must not use College facilities, including (but not limited to) the Library, Hall, College Bar, JCR, MCR, MCR Computer Rooms, Sports Pavilion, and Boathouse, except with permission from the Senior Tutor, which will be granted only rarely. Access to the College to meet with College Officers or Tutors must be by prior arrangement.

Junior Members who are suspended are permitted to visit friends who are on-course Junior Members only in their private rooms as accompanied guests.

6. FRESHERS' WEEK

1. The College will arrange a number of introductory sessions and activities during Freshers' Week for new Junior Members. Some of these will be identified as compulsory and new Junior Members must attend these sessions.

7. MATRICULATION AND ACADEMIC DRESS

1. New Junior Members must attend the University Matriculation Ceremony on Saturday 17 October 2026, and must assemble for a College matriculation photograph in Front Quadrangle prior to the Ceremony. Instructions will be issued by the Dean.

2. It is a University requirement that members of the University wear full academic dress (i.e., 'sub-fusc' clothing with the appropriate gown (and hood, if permitted) and academic cap) when attending Matriculation, examinations, and presentation for degrees.¹ Junior Members must comply with the University's requirements for academic dress.

New Junior Members should note **that they will not be permitted to matriculate** if they are not correctly dressed.

¹ See <https://www.ox.ac.uk/students/academic/dress>. 'Sub-fusc' clothing must be worn with a gown and mortar board or cap, with hoods being worn by graduates at University examinations and presentations for degrees. Those reading for a second BA degree may wear a graduate gown, but when sitting examinations must wear a Commoner's gown. Visiting Students may wear a Commoner's gown.

3. Junior Members who are prevented from attending the Matriculation Ceremony by ill-health or for any other good reason must inform the Academic Registrar in writing, and must attend a subsequent Matriculation Ceremony for which instructions will be issued by the Dean. Failure to attend a subsequent Matriculation Ceremony may result in the lapse of a Junior Member's provisional Matriculation and the need to apply to the University for permission to continue

8. MEDICAL

See also Section 18 of Information for Junior Members.

1. Junior Members are encouraged to register with the College Doctor. Junior Members intending to register, or to remain registered, with a GP other than the College Doctor must notify the Academic Registrar in writing prior to coming into residence and must provide the Academic Registrar with details of the GP with whom they are registered.

9. ACADEMIC OBLIGATIONS

(a) Undergraduates

See also Section 7 of Information for Junior Members.

1. Undergraduates are admitted to the College to study the course specified in the College's offer-letter only.

2. To change their course of study, an undergraduate must have the prior consent of the relevant subject Tutors and the permission of the Warden and Tutors' Committee.²

3. Undergraduates must apply themselves diligently to the course of study to which they have been admitted and must not register for any other degrees, diplomas or professional courses **unless prior permission in writing has been given by the Senior Tutor. This regulation includes Law Conversion Courses and Legal Practice Courses.**

4. Undergraduates must apply themselves to their academic work at a level commensurate with their ability to the satisfaction of their Tutors.

5. Unless prevented by some urgent cause, in which case they must let the person teaching them know as soon as possible, undergraduates must:

(i) Attend all their tutorials punctually. In instances where a tutorial clashes with an undergraduate's religious commitments, they may ask their tutor for the tutorial to be re-arranged.

(ii) Sit all their College Collections.

² Undergraduates in receipt of fees from UK public funds must note the conditions laid down by Government concerning changes of course. A change may be made without loss of an award if either (i) the necessary consent is given before the start of the second year of the student's original course or (ii) the new course ends no later than the original one would have done.

- (iii) Attend annually a Warden's Collection.
 - (iv) Submit all work required of them on time and, if the work has to be read by the tutor, legibly.
 - (v) Submit work that is of a standard commensurate with ability, is their own work and has not been plagiarised (see Regulation 9.13 below), and with appropriate referencing if any is required.
 - (vi) Participate actively at a reasonable level in tutorials.
 - (vii) Do whatever reading and writing are required of them during Vacations to consolidate subjects that they have already studied and/or to prepare for new subjects.
 - (viii) Ensure that they know of any meetings that they are required to attend or of any information that they are required to supply either to their Tutor(s) or to the Academic Office; and attend any such meeting, and supply any such information.
 - (x) Give their Tutors a reasonable amount of time to write references, to endorse applications, or to arrange tutorials for options.
 - (xi) Carry out prescribed activities, including activities prescribed by the University for their programme of study, such as practicals.
6. Undergraduates must consult their Director of Studies before undertaking paid employment or any non-academic activity including holding office in the Junior Common Room or in a College or University society which is likely to interfere with their academic work.
- Undergraduates who are subject to the academic- or non-academic disciplinary process or the Fitness to Study procedure may be required not to take up employment or internships or hold office in the JCR or a society as a condition of the applicable process.
7. Undergraduates who do not fulfil their academic obligations are likely to be referred into the procedures provided by the College's Bylaw on Academic Discipline (Bylaw XI A which is available on the College website).
8. Undergraduates must sit the First Public Examination in their subject at the earliest reasonable opportunity, unless they are senior status students who are exempted from sitting this examination.
9. A candidate who fails to satisfy the Moderators or Examiners in the First Public Examination at the first attempt will be permitted to re-enter for the First Public Examination on one further occasion (in accordance with the regulations governing the re-sit in that subject).
10. Undergraduates who do not pass the First Public Examination at the second attempt will be referred into the procedures provided by Bylaw XI C, the College's Bylaw on Failure in the First Public Examination (available on the College website).
11. Undergraduates must take every subsequent Public Examination in their subject at the earliest reasonable opportunity. If an undergraduate fails to fulfil the University's

requirements for progression through their course, their course will be terminated and they will cease to be a Junior Member.

12. If an undergraduate fails to pass the terminal Public Examination for their course, the University's *Examination Regulations* might not permit them to resit the Examination. If this is the case, the effect is that their course will have terminated and they will have ceased to be a Junior Member.

13. Undergraduates must not plagiarise in their academic work.

Presenting the material or ideas of others without full acknowledgement is plagiarism, and can include media such as computer code or illustrations as well as text. All published and unpublished material, whether in manuscript, printed or electronic form, is covered under this definition, as is the use of material generated wholly or in part through use of artificial intelligence (except when use of AI for assessment has received prior authorisation e.g. as a reasonable adjustment for a student's disability).

A detailed definition, examples, and helpful resources to avoid plagiarism can be found at <https://www.ox.ac.uk/students/academic/guidance/skills/plagiarism>.

(b) Graduates

See also Section 8 of Information for Junior Members.

1. The offer to a graduate of a place at Merton College is conditional upon studying the course which is specified in the University's offer letter.
2. No graduate may change their course of study without the prior consent of the relevant Faculty or Department and the permission of the Warden & Tutors' Committee.
3. Graduates are expected to apply themselves to their academic work to the satisfaction of their Supervisors.
4. Graduates must attend meetings requested by their College Adviser, including routine termly meetings.
5. Graduates must consult their Supervisors (in the case of research students) or Course Director or Supervisor (in the case of taught course students) before undertaking any non-academic activity which is likely to interfere with their academic work. The College expects its graduate students to observe the University's guidelines on paid work <https://unioxfordnexus.sharepoint.com/sites/oxintranet-education-student-support/SitePages/paid-work-guidance-graduate-students.aspx>.
6. Graduates are expected to devote themselves exclusively to the course of studies to which they were admitted and must not undertake any other academic or non-academic courses concurrently unless written permission has been received from the Dean of Graduates. This includes Law Conversion Courses and Legal Practice Courses.
7. Graduates whose status has lapsed must return their University Card to the Academic Office. While lapsed, they have no right to access College facilities otherwise available to graduate students.

10. FREEDOM OF SPEECH

See also Section 5 of Information for Junior Members.

1. Junior Members' attention is drawn to the College's Code of Practice on Freedom of Speech (Appendix 5) which they must observe.

11. CONDUCT

1. Junior Members must be courteous and reasonable at all times, both in and out of College, and towards other members of the University, College and University staff, and members of the public.

2. Junior Members will be held responsible for the conduct of their guests while on College premises.

3. Unreasonable or abusive conduct, including behaviour that is attributable to the influence of alcohol or illegal drugs, may be the subject of disciplinary action.

4.1 Junior Members must not commit **serious misconduct**. Serious misconduct by a Junior Member renders the offender liable to appear before the Disciplinary Panel, the powers of which are set out in Bylaw XI B (available on the College website). The Disciplinary Panel may attach to any penalty such conditions as in the circumstances it sees fit.

4.2 Serious misconduct is defined in Regulation 11.5 below. Except for serious misconduct within Regulation 11.5 (m) below, serious misconduct must take place within a College context to be actionable before a Disciplinary Panel. Some behaviour within a College context may appear *prima facie* to fall within the definition of serious misconduct set out below but the nature or circumstances of the case may, in the judgement of the Principal of the Postmasters or Deputy Principal of the Postmasters, be such that, although the behaviour qualifies as misconduct, the misconduct is not serious. In such cases, the Principal of the Postmasters or the Deputy Principal of the Postmasters may deal with the case summarily without referring it to the Disciplinary Panel.

4.3 For the purposes of this Regulation "Junior Member" means not only a person who was a Junior Member as defined by the College Statutes at the time when the alleged misconduct took place but also a person who is a Junior Member as defined by the College Statutes at the beginning of disciplinary proceedings and against whom disciplinary proceedings are ongoing even if they were not a Junior Member as defined by the College Statutes at the time when the alleged misconduct took place.

4.4 For the purposes of this Regulation "College context" means

- (a) On College premises; or
- (b) not on College premises but in the course of College or University activity within or outside Oxford whether academic, sporting, social, cultural, or other; or
- (c) involving another College Member or a member of the College Staff, whether or not on College premises.

5. Serious Misconduct includes but is not limited to:

- (a) Disrupting or obstructing any of the teaching or study or research or the administrative, sporting, social, cultural, or other activities of the College, or of its members, or its officers, employees and agents, including by disrupting or obstructing the lawful exercise of freedom of speech by any of those persons or by visiting speakers. However, it shall not be serious misconduct to engage in protests permitted under the College's Code of Practice on Freedom of Speech;
- (b) Engaging in action which is likely to cause injury or to impair safety;
- (c) Engaging in violent, indecent, disorderly, degrading, humiliating, or threatening behaviour or language or in any harassment, bullying, or sexual misconduct towards any other person, or mistreat any animal;
- (d) Harassment, bullying, or victimisation³;
- (e) Failure to comply with the provisions of the Code of Practice on Freedom of Speech ⁴;
- (f) Intentionally or recklessly defacing, damaging or destroying any property of the College or any other person or knowingly misappropriate such property, including by its unauthorised occupation;
- (g) Failure to comply with any College Bylaw, Policy or Regulation, including IT and Information Security Regulations and Policies⁵;
- (h) Dishonesty, theft, fraud, forgery, or false accounting;
- (i) The use of dishonest means in any examination or in fulfilling any academic obligation including but without limitation cheating in any College or faculty collection or in any University examination;
- (j) Possessing, procuring, using, offering, selling, or giving to any person items (including drugs and weapons), the possession, use, or provision of which is illegal;
- (k) Interference with fire prevention or any other equipment;
- (l) Obstructing a Fellow, Tutor or other College Officer or member of staff in the proper discharge of their duty or failing to comply with a reasonable instruction from them;
- (m) Conviction of a criminal offence anywhere in the world which satisfies the conditions of Regulation 11.6.2 below except where the behaviour in question is not an offence under English law;
- (n) Wilful or persistent contravention of the College Bylaws, Regulations, Policies or Procedures;
- (o) Engaging in any other conduct which is gravely detrimental to the interests of the College.

³ See Regulation 12

⁴ See Regulation 10

⁵ See Regulation 26

6.1 Subject to Regulation 6.2 below, Junior Members must promptly inform the Warden and the Principal of the Postmasters in writing if they have been arrested by the police and released under investigation (with or without restrictions), been charged, face trial or a hearing or been sentenced and whether in the UK or abroad where the behaviour in question is also an offence under English law.

6.2 Regulation 6.1 applies only in respect of criminal offences for which a custodial sentence (whether immediate or suspended) could be imposed for committing the criminal offence in question, in accordance with the law of the place in which the criminal offence was committed.

7. For the avoidance of doubt, Junior Members' conduct online (including by email or on social media) is subject to the Regulations in the same way as their conduct which is not online.

12. HARASSMENT

1. Merton College does not tolerate any form of harassment, bullying, or victimisation and expects all members of the College community, its visitors and contractors to treat each other with respect, courtesy and consideration. The College is committed to fostering an inclusive culture which promotes equality, values diversity and maintains a working, learning and social environment in which the rights and dignity of all members of the College community are respected.

2. Junior Members must observe the College's *Policy on Harassment, Bullying and Victimisation*. Information about the definition of harassment (both sexual and non-sexual), bullying and victimisation is included in this Policy which can be found on the Statutes, Bylaws and Policies page of the College website and in Appendix 6 to these Regulations. Junior Members who feel they have been subject to harassment (whether sexual or non-sexual), bullying or victimisation can make a complaint using the procedure in Part E of the Policy.

3. Freshers must complete the University's compulsory Harassment in Higher Education online training course as soon as possible after receiving their Single-Sign-On details and before coming into residence. Other Junior Members must complete the course prior to re-registering every year.

13. SECURITY

1. Junior Members must not:

- (a) Lend any room keys/fobs to any other person including College members;
- (b) Swap any room keys/fobs with other College members without authority from the Head of Accommodation or the Accommodation Manager or in their absence the Head Porter;
- (c) Tamper with any room keys/ fobs or remove their tags;

Junior Members must:

(a) Return complete and undamaged sets of keys and/or fobs to the Lodge on departure.

(b) Remove all personal items attached to College key rings before keys and/or fobs are returned to the Lodge.

2. Charges will be levied in accordance with Appendix 4 (Tariff of Possible Fines and Charges) if incomplete or damaged sets of keys/fobs are returned.

3. Junior Members who have lost, damaged or mislaid keys and/or fobs and are unable to gain access to their rooms and/or College must make a report in person or by telephone to either the Merton Street Lodge (01865 276310/07880 600921) or Holywell Lodge (01865 271530/07900 580707) and will immediately be issued spare keys/fobs. In the case of lost or mislaid keys and/or fobs, Junior Members must return the spare keys and/or fobs to the Lodge that issued them within 24 hours from the time they were issued.

If the spare key and/or fob have not been returned to the main Lodge in that time the Junior Member in question must email headporter@merton.ox.ac.uk to explain the circumstances of the loss. If the Head Porter has not received an email, the Head Porter will email the Junior Member asking for the circumstances of the loss. If no response is received after a further 24 hours from the time of the Head Porter's email, a charge may be levied in accordance with Appendix 4 (Tariff of Possible Fines and Charges).

4. Junior Members must lock the doors and shut the windows of their rooms whenever they leave them and they should not leave valuables unattended in places where others may have unsupervised access to them, for example, the Hall, Common Rooms, the Libraries, teaching or meeting rooms, the Sports Pavilion or the Boathouse.

5. Guests of Junior Members must not enter the College after 22:30 unless they are accompanied by a member of the College.

Junior Members must accompany their guests on College premises at all times when they are not open to the public and must escort their guests out of the College when the main gate is closed.

Junior Members must ensure that their guests do not enter the College libraries or the Junior Members' post-room or any part of the College into which Junior Members or guests are not permitted.

14. ACCOMMODATION

See also Section 21 of Information for Junior Members.

1. Junior Members may have one overnight guest in their rooms at a time, on the condition that this does not disturb their neighbours or have an unreasonable impact on their neighbours' use of shared facilities, such as bathrooms and kitchens. In any fourteen-day period, Junior Members must not have an overnight guest on more than three nights.

A Junior Member must not have a permanent or semi-permanent live-in guest.

2. For reasons of fire safety, guests of Junior Members must adhere to all the College's fire safety Regulations and [Procedures](#) and evacuate any room or building when a Fire alarm is activated. The Junior Member must ensure that their guest is aware of all relevant Fire assembly points and the College's fire safety Regulations and [procedures](#) at all times.

3. Undergraduates must **sign a departure-card and return their room-key to the Lodge by 16:00 on the Saturday of Eighth Week of each Term or by 10:00 on the day on which any permitted period of vacation residence comes to an end.** Undergraduates who fail to do this will not be permitted to participate in the JCR accommodation-ballot or will lose the room assigned to them in the ballot (if it has already taken place) and will be allocated a room for the following year from among those left over after the ballot.

15. VACATION RESIDENCE FOR UNDERGRADUATES

1. The Regulations in this section do not apply to second BA students.

2. To remain in College accommodation during any Vacation period an undergraduate must apply for and receive permission in advance, in accordance with the Regulations set out below and any further guidance that may be published by the Academic Office.

3. Vacation residence expires at 10:00 am on the day of departure and Junior Members with approved Vacation residence must have vacated their rooms by this time.

4. Except as provided by Regulations 15.5 and 15.6 below, Vacation residence requires objective academic justification. Priority will be given to those sitting University Examinations during that Vacation and to those with Extended Terms.

5. Vacation residence may be approved on compassionate grounds where the circumstances warrant it.

6. In exceptional circumstances, if accommodation is available and a strong case can be made, short periods of Vacation residence to enable participation in University sport, University music or other unpaid extracurricular activities organised by and within the University may occasionally be granted.

7. Vacation residence will not be approved to cover intervals of time before parents can collect undergraduates and their belongings. The dates of Term are well-publicised and arrangements must be made accordingly.

8. Charges will be levied at the prevailing conference rate for any period of residence in the Vacation for which permission has not been obtained. Staying in residence beyond the period permitted by the Accommodation Licence or beyond any permitted period of Vacation residence is misconduct and cases will be referred to the Principal of the Postmasters or their Deputy. Regulation 14.3 sets out penalties that will apply to undergraduates departing late.

9. Except as provided above, Junior Members wishing to remain in residence beyond the end of one Term or to return before the beginning of the next, including those awarded or applying for Vacation study-grants and including candidates for University Examinations during a Vacation, must submit applications to the Academic Registrar by the advertised deadline, currently Friday of 4th Week.

10. Vacation residence is only available for periods immediately following or immediately preceding Term. Exceptions may be granted for course-components with a set start-date later in the Vacation, and evidence of the start-date will be required.

11. The application forms for Vacation residence and Vacation study-grants will be circulated by email during 2nd Week of each Term.

12. Requests for any variation in an approved period of Vacation residence will be agreed only in exceptional circumstances.

13. Permission for Vacation residence confers no right to retain term-time rooms. In particular, with the exception of those sitting University Examinations, Junior Members housed within the main College precinct who are granted Vacation residence will be required to vacate their rooms by 16:00 on the Saturday of 8th Week in every Term and move elsewhere. Regulation 5.5 above applies.

14. Subject to Regulation 15.5 above, Vacation residence during periods when the College is closed will not be granted to undergraduates whose home address is in the UK.

Any other undergraduate wishing to remain in residence during a period when the College is closed must apply for permission and provide objective justification.

15. Junior Members who are under the age of 18 will not be permitted to remain in residence during the Vacation other than to fulfil a course requirement.

16. Undergraduates who have not been granted Vacation residence must not use College facilities (including the Library and computer rooms) during Vacations without prior authorisation from the Senior Tutor.

17. With the exception of 9th Week of each Term, undergraduates must not enter the JCR and TV Room during Vacations as these rooms are required by the College for other purposes.

18. Except for periods of approved Vacation residence, undergraduates must not leave belongings in any College room unless they have been given prior permission by the Head of Accommodation.

16. MEALS

1. Gowns must be worn by all members of the College at Formal Hall. The dress code for Formal Hall is jacket and tie, or equivalent.

2. Junior Members are only permitted to book meals for themselves and *bona fide* guests. The sale or exchange of places booked by Junior Members is forbidden.

3. Junior Members who are medically allergic to any of the 14 allergens listed must indicate this **every time** they sign in for a meal in College. The allergens are: cereals containing gluten, crustaceans, molluscs, eggs, fish, peanuts, nuts, soya, milk, celery, mustard, sesame, lupin, and sulphur dioxide (at a level above 10mg/kg or 10mg /litre). The Kitchen is currently unable to exclude any other ingredients than those listed.

In addition, to avoid any possible mix-up, Junior Members with a medical allergy to any of these allergens must identify themselves to the Dining Hall Supervisor before the meal begins and ask a member of the Catering/Dining Hall/Waiting staff if the food provided is safe for them before they start eating.

17. COMMUNAL AREAS AND FACILITIES

1. All areas of the College must be kept clean and tidy by those who use them. It is especially important that kitchens, laundries, baths, showers and lavatories are kept clean. Penalties may be imposed on any Junior Member littering or unreasonably soiling common rooms and other communal spaces and the grounds and gardens.

Junior Members must not, without the prior written permission of the Domestic Bursar or Head of Accommodation, put or leave any items (including their personal property or furniture of any kind) in any communal area including, for the avoidance of doubt, corridors, staircases, and the gardens of College houses. Exceptions to this Regulation are as follows:

- (a) Ordinary kitchen utensils and food may be left in the kitchen of a College house by those with accommodation in the house, provided that they are removed at the end of every Term.
- (b) Ordinary bathroom items may be left in the bathroom of a College house by those with accommodation in the house, provided that they are removed at the end of every Term.
- (c) The JCR and MCR Committees may keep items belonging to the JCR and MCR in their respective Common Rooms but must not introduce furniture or furnishings of any kind without the prior written consent of the Domestic Bursar or Head of Accommodation.

2. Junior Members must not deface the quadrangles, lawns and gardens by leaving litter, including cigarette ends, or by wearing paths across the lawns.

3. Junior Members must not walk on the lawns of Fellows' Quad, St Alban's Quad or Mob Quad.

4. Junior Members may use the Fellows' Garden for work or relaxation and may be accompanied by guests.

Junior Members must not take refreshments (other than bottled water) into the Fellows' Garden except in accordance with rules made for garden parties or other events in the Garden, or as permitted by the Governing Body in approving arrangements for a Ball.

Junior Members must not play games in the Fellows' Garden and the Holywell Gardens, except as permitted by the Governing Body in approving arrangements for a Ball.

Junior Members must not gather in the Fellows' Garden or Holywell Gardens between 23:00 and 06:30 without permission from the Deputy Principal of the Postmasters.

5. During Trinity Term, between the hours of 09:00 and 21:00, Junior Members may play croquet but no other game on the Chestnut Tree Lawn.

6. Junior Members must not bring into the College or use there water pistols, water guns, water balloons, or similar objects. They must not deliberately hurl, drop or project anything from a College window or building, including water.

7. Members of the College must not within any College building or within 100 yards of any College building or in the Fellows' Garden or any College garden or quadrangle throw, pour, spray, apply or use anything or substance in a way which is intended, or is likely, (a) to cause injury to any person, or (b) to cause damage to, or defacement or destruction of, any property (whether or not with the consent of the owner of that property), or (c) to cause litter.

8. Junior Members must not, without the permission of the Chaplain or other person in charge, take photographs or make visual or sound recordings during any service, concert, or ceremony in the College Chapel.

18. LIBRARY

1. The Library is for the use of members of Merton College only. Others must not be admitted, except with the prior permission of the Librarian or when accompanied by a Fellow of the College.

2. Books must only be borrowed by current members of the College. Exceptions may be granted by the Senior Tutor or by the Librarian, to whom written application should be made. Books borrowed from the College Library must not be informally loaned to persons who are not current members of the College.

3. Books and items labelled 'Confined to the Library' or given the status of 'Use in Library Only' in the online catalogue cannot be borrowed by Junior Members and must not be removed from the Library. All items published before 1851 are deemed to be 'Confined'.

4. Each volume borrowed must either be issued to the borrower on the computerised issue system or, if the self-service machine is out of service and no library staff are available, be signed out in legible handwriting on the self-issue slips and placed in the issue-slip box located near the self-service machines.

5. Junior Members must not remove a book from the Library without recording it on the computerised system or on a self-issue slip. Those who do not record volumes they remove may be fined and, if the offence is persistent, excluded from the Library.

6. Borrowers have full responsibility for any books that they have borrowed from the Library, until those books are properly returned.

7. Borrowers must not have in their possession more than twenty College Library books from the main collection at any time without the permission of the Librarian or Deputy Librarian.

8. Books borrowed from the Library must be returned by 23:59 on the day on which they are due.

9. Term-time loan periods and renewal privileges for books from the general collection are as follows: undergraduates: 28 days, with online renewals possible up to a total of 112 days (but books borrowed or renewed after 4th Week will be due on Wednesday of 8th Week); graduates: one term, with online renewals possible up to a total of 280 days.

Once the set renewal-period has ended, books must be brought to the Library and returned on the self-service machine before being re-borrowed (if not on hold for another reader).

Books borrowed for a Vacation must be returned or renewed on or before the Wednesday of 1st Week of the succeeding Term.

More information can be found on the [College intranet](#).

10. A book may be recalled if required by another reader. A book which is not returned after recall will be regarded as overdue.

11. Fines will be charged for the late return or renewal of books and non-book material. See Appendix 4 (Tariff of Possible Fines and Charges).

12. All fines will be added to battels at the end of the Term in which the fines have been incurred.

13. Junior Members whose books are more than a Term overdue and who fail to respond to communications from the Library may have their College Library privileges suspended and may additionally be charged the fine normally charged for lost books. See Appendix 4 (Tariff of Possible Fines and Charges).

14. Members of College going out of residence or at the end of their course must return all Library books before going down. Requests for exceptions should be directed in writing to the Fellow Librarian. Books not returned before a Junior Member leaves College at the end of their final Term will be deemed 'lost', and the fine for lost books will apply. See Appendix 4 (Tariff of Possible Fines and Charges).

15. Junior Members must not mark or deface Library books or use adhesive bookmarks in Library books, including Post-it notes. A fine for each damaged, defaced or lost book will be charged to the person responsible for the damage or loss (normally the person to whom the item has been issued). See Appendix 4 (Tariff of Possible Fines and Charges).

16. Junior Members must use the SOLO search computers located by the enquiry desk in OWL and by the entrance of Mob library only for access to the library catalogue. Junior Members must not use them for other purposes, including email, running applications or programming.

17. Damaged or defective items must be brought to the attention of library staff.

18. Junior Members must not bring into the Library food (including chewing gum) or drink, other than water in a lidded bottle. Exceptions may be made at the Librarian's discretion and will be communicated in the relevant section of the Intranet and on Library signage. Open containers of food or drink will be removed by staff immediately and discarded.

19. So far as is possible, Junior Members must maintain silence in the Library, except in any room that has been officially designated as a space where conversation is permitted. Mobile telephones and other devices brought into the Library must be switched to silent mode. Junior Members must not use Library spaces for video and/or telephone calls or meetings.

20. Junior Members must not, without the permission of the Librarian or Deputy Librarian, make visual or sound recordings in the College Libraries.

21. Junior Members must not bring into the Library personal possessions not needed for their work.

22. Library study space is limited and must be shared with others. Guidelines on whether and how books and papers may be left in the Library may vary according to the Term and will be publicised. Junior Members must follow these guidelines and normally should tidy books and papers when leaving the Library for more than a short break, so that others can use the desk space. Staff have permission to clear tables and desks when necessary.

23. Junior Members visiting the Upper Library must be accompanied by a Fellow of the College or by a member of the Library staff. Junior Members and up to two personal guests may attend free of charge the summer College tours provided by College Guides but must normally register in advance. Please see the College website for current information about tours.

24. The regulations applying to books also apply to information objects in other formats (CDs, DVDs, etc.). Special borrowing periods and fine schedules may apply to designated sub-collections and/or items in non-printed formats. See Appendix 4 (Tariff of Possible Fines and Charges).

19. PHOTOCOPYING AND COPYRIGHT

1. Junior Members must ensure that photocopying and printing from the internet is carried out by them within the terms of the Copyright Designs and Patent Act 1988. If, without the authority of the copyright owner, a person copies outside the very limited “fair dealing” exceptions of the Copyright, Designs and Patents Act, 1988 (which allows copying for, amongst other things, research or private study by individuals), that person may not only be infringing copyright but may also be committing a criminal offence.

2. It is the duty of the licensed institution (in this case the University of Oxford and the College itself) to ensure that Junior Members are kept properly informed concerning photocopying and copyright law. This Regulation, together with notices that appear beside each College photocopier, constitutes information to Junior Members for this purpose.

3. For the avoidance of doubt, breach of Regulation 19.1 in a College context is misconduct and may be referred to the Principal of the Postmasters or their Deputy.

20. BICYCLES AND VEHICLES

1. Junior Members must not keep any vehicle or vehicle parts on any College premises except bicycles, as provided in Regulation 20.2 below, or mobility assistance vehicles registered with the College's Disability Lead or Disability Coordinator. Junior Members must not ride or drive any vehicle on any College premises except registered mobility assistance vehicles.

2. Bicycles must be kept in the designated bicycle storage-areas. Junior Members must not keep bicycles in their rooms or in communal areas of the College, including residences in Holywell Street, Mansfield Road, and Manor Place. Junior Members who wish to keep bicycles in the designated bicycle storage-areas must join the www.bikeregister.com scheme and must register their name and all bicycle details with the Merton Street or Holywell Porters' Lodge. The permit issued to a Junior Member after registering must be visibly displayed on the bicycle at all times.

3. Junior Members must not allow their bicycles to block any internal or external fire exits. Junior Members must not leave their bicycles near or against College buildings on the south side of Merton Street as this creates difficulties for wheelchair and pushchair users. Unregistered bicycles found in residences will be removed by College staff, whilst registered bicycle owners will be emailed and asked to remove the bicycle immediately. Registered bicycle owners who receive such an email must comply with it.

4. All bicycles kept on College sites will be subject to registration checks throughout the academic year. Any unregistered bicycles will be disposed of to a charity of the College's choosing.

At the end of their studies, all Junior Members must remove their bicycles from College sites. Any bicycles left on College sites after Junior Members have left, will be disposed of to a charity of the College's choosing.

If a Junior Member decides to transfer ownership of their bicycle to another Junior Member, they must inform the Merton Street or Holywell Street Porters' Lodge so all records can be updated.

5. Bicycles, scooters (including e-scooters) or the like must not be brought into College quadrangles, houses, rooms or corridors.

6. Bicycles, scooters (including e-scooters), hoverboards, roller skates, roller blades, skateboards or similar apparatus must not be ridden in College quadrangles, houses, rooms or corridors.

7. Junior Members must not park cars on College premises. Exceptional requests for permission to park at the Sports Ground, e.g. for disability or health-related reasons, must be made to the Head Porter. See paragraph 21.52 of the Information for Junior Members.

21. NOISE AND NUISANCE

1. Excessive noise is antisocial. No Junior Member or any other person should have to suffer from an unreasonable and avoidable disturbance.

2. Junior Members must comply with the Regulations set out in Appendix 8 (Holding Meetings or Parties on College Premises).
3. Junior Members must not play musical instruments or cause noise through speaker systems (including mobile telephones, other than for conversations at a reasonable noise level) on College premises outside their own rooms or the designated Music Rooms (whether or not in the open air), unless prior permission has been granted by the Principal of the Postmasters or their Deputy. When permission has been granted, noise levels must be kept to a tolerable level. Permission will not be granted for the use of musical instruments or speaker systems between 22:00 and 09:00.
4. Noise of any kind, including music, made or permitted by a Junior Member in their room must not be audible beyond their room.
5. Junior Members must use rooms designated as Music Rooms for musical activities only. Music played in Music Rooms must be played only between 08:00 and 22:00. Amplified music must not be played in Music Rooms except with prior written permission from the Principal of the Postmasters or their Deputy. Junior Members must keep the windows of the Music Rooms closed when in use to minimise disturbance to others. Food and drink, except bottled water, must not be taken into the Music Rooms.
6. Permission must be sought from the Warden and Tutors' Committee before a music or drama rehearsal or any similar activity is held in the gardens. Any application for permission must be made through the Principal of the Postmasters and in all cases the Garden Master must be consulted. (Permission is likely to be withheld during times proximate to Public Examinations.) Performances of music and drama are activities that are regulated by the College's premises licence, see Regulation 28.
7. Unless given permission, Junior Members who have mobile phones must ensure they are switched off during tutorials, classes and lectures and at all other times when they might cause disruption, including during Formal Hall.
8. Junior Members must not cause a fire alarm to sound between the hours of 23:00 and 06:00 as a result of using a communal kitchen. A penalty in accordance with Appendix 4 (Tariffs of Possible Fines and Charges) will be imposed if this occurs.

Any noise caused by the use of the kitchen facilities or other communal areas for preparing or consuming food must be kept to a minimum at all times.

22. SMOKING

1. Junior Members must not smoke or vape inside any College building. This includes personal accommodation, the Hall, Chapel, Bar, Pavilion, Boathouse, libraries, seminar rooms, common rooms and music rooms, corridors, and staircases.
2. Junior Members must not smoke or vape except in the quadrangles and gardens of the College but are requested not to smoke in Front Quad. The College may forbid smoking in the gardens and/or other areas at times of drought or extreme heat.
3. Junior Members must not smoke or vape in close proximity to doors and open windows or flammable materials or liquids.

4. Junior Members must not smoke or vape in any substantially enclosed areas (more than 50% enclosed with a roof) or in the covered passageways between quadrangles.

5. Smokers must dispose of smoking materials safely and tidily in the smoking bins provided.

23. CONTROLLED DRUGS

1. Junior Members must not bring into the College or onto any College premises, or have there, any controlled drugs unless they have been medically prescribed for them and they are able to provide evidence of this, if required.

2. Junior Members are reminded that they will be held responsible for the conduct of their guests while on College premises.

3. The Policy on the Misuse of Drugs by Junior Members, set out Appendix 10 applies to Junior Members.

24. HEALTH AND SAFETY

1. New Junior Members will be inducted in key aspects of health and safety, in particular fire safety (see Regulation 24.5 to 24.16), at the start of the academic year. All new Junior Members and all those who are being readmitted to the College to be graduate students must attend these induction sessions. These sessions are optional for graduate students only if they have already completed a postgraduate degree at Merton and have attended one of these induction sessions at Merton within the last two years.

2. Junior Members must behave in a responsible and considerate manner and take reasonable care to avoid injury to themselves and to others. A Junior Member who contravenes safety regulations or who carelessly or wilfully puts at risk the safety of any person, including themselves, may be subject to disciplinary action.

Accidents and medical emergencies

3. If any person is injured in an accident on College premises, or in case of any medical emergency, the relevant Merton Street or Holywell Lodge must be informed by telephone (01865 276310 / 01865 271530). **If the injury or medical condition is serious, the emergency services must be summoned first** by dialling 999 or 112, giving clear instructions as to the precise location of the incident.

4. Any Junior Member who is involved in or witnesses an accident or potentially dangerous occurrence on College premises must contact the relevant Merton Street or Holywell Lodge via telephone (01865 276310 / 01865 271530) or via email.

Fire Safety

5. Junior Members must familiarise themselves with the fire notices posted in their rooms and take part in all fire drills held when they are in residence. The first fire drill in Michaelmas Term will be announced; thereafter fire drills will be unannounced. Whenever the fire alarm sounds, except at the time of a designated test, the building must be evacuated immediately and Junior Members must not return until the all-clear is given by either the Lodge Porter or by the Fire Officer. Junior Members who do not evacuate the building in the event of a fire alarm, even if it is believed that the reason for the alarm is known, may be subject to disciplinary action.

Junior Members must ensure that their guests are aware of all relevant Fire assembly points and obey the College's fire safety Regulations and [Procedures](#) at all times.

6. Junior Members must not misuse any fire extinguisher, smoke detector, fire alarm, or fire equipment, obstruct a fire escape, tamper with fire-alarm panels, detector heads, alarm sounders and/or activation-points, or behave recklessly with respect to fire.

7. Junior Members must not prop open fire doors or obstruct corridors and fire exits. Junior Members must keep all corridors and escape routes clear of all items, no matter how small, at all times. Junior Members must not prop open or obstruct fire doors, or render them inoperative.

8. Junior Members must immediately report to the relevant Lodge any malfunctioning alarms or emergency lights or damage to fire equipment or if they are aware of an alarm activation but have not been able to hear it.

9. Junior Members must not bring into the College or onto any College premises, or have there, candles, incense, joss sticks/cones or similar flammable materials.

10. Junior Members must not bring into the College or onto any College premises, or have there, any hazardous or explosive substances, including but not limited to fireworks, gas cylinders, and all items of compressed air.

11. Junior Members must not bring into the College or onto any College premises, or have there, batteries used for e-bikes, e-scooters or the like. Junior Members, when charging other electrical items, must not place any charging item on beds or other soft furnishings.

12. Junior Members must not bring into the College or onto any College premises, or have there, any of the following electric appliances: cooking appliances (including microwaves, toasters and sandwich makers), heaters (including non-electric heaters), irons, heated clothes airers, room cooling units, or any other appliances that may constitute a hazard.

13. Junior Members may use the kitchens provided but must not otherwise cook or use microwaves, toasters and similar devices, in any College accommodation.

14. Junior Members' kettles must be of the automatic switch-off type. Small (single cup) coffee machines are allowed, preferably capsule type.

15. Junior Members must not bring into the College or onto any College premises, or have there, any barbeque equipment except as provided below.

Junior Members must not hold unauthorised barbeques but can apply to the College via the College Events team to use the College barbeque equipment at the Pavilion or at Holywell Quad Summerhouse (Holywell residents only).

16. Junior Members must not dry clothes on top of, or in very close proximity to any heaters (electric or other) as this constitutes a fire hazard.

[College buildings and equipment](#)

17. Junior Members must not enter any part of the College to which their key/fob does not give them direct access or which is otherwise not provided for their use, for example the Senior Common Rooms and Staff Common Room, unless properly authorised.

18. Junior Members must not climb on College buildings, including roofs and walls or on any ladders and scaffolding, or (except in an emergency) fire escapes.

19. Junior Members must not enter areas of the College that have been cordoned off, for example for building works, maintenance or cleaning.

20. Junior Members must not interfere with any tools, fixtures, equipment or materials that are the property of the College or of its staff or contractors.

21. Junior Members must stop using any College equipment that malfunctions including sports equipment, heating equipment, laundry equipment and computer equipment and must report it via the appropriate Service Desk or via the Lodge at the first opportunity.

22. Junior Members must not remove from College premises trucks and trolleys used to transport personal effects, except to transport items to and from the College buildings in Merton Street and Holywell. Junior Members are advised that they use these items at their own risk. Two people should be in control of any truck or trolley when used on public pavements and roads. All trucks/trolleys must be returned to the place they were collected from as soon as possible.

23. Many of the College buildings are very old and Junior Members must exercise due care at all times, especially when climbing or descending steps and staircases, and when traversing paths and stone paving, particularly when icy or wet.

Electrical appliances

24. Junior Members who wish to use in their rooms any mains-operated electric appliances other than those provided by the College must have these appliances correctly wired to an undamaged plug of the safety-sleeve type and carrying BS number 1363, the cable secured in the cable clamp and a fuse of the correct rating fitted.

Every electrical appliance must carry the appropriate British Standard number or Kitemark, and flexible cables must be in good condition and not worn, perished, split, stretched or twisted. Any appliances to be used on the College site must be compatible with British power sockets and voltage levels (240v). Any adapters, if not new, must be tested to ensure they are not faulty.

The College tests all appliances, College-owned and personal, throughout the year.

25. Electrical appliances that are over one year old must have been tested by a qualified electrician and certified as fit for use before being brought into the College and used. The College may at any time inspect certification or require that appliances be made available for testing by the College electrician, for which a fee may be payable. Appliances failing a safety check will not be allowed in College rooms.

26. Any item deemed unsafe that is owned by a Junior Member, will be removed from the room, have its plug cut off and stored by the College. The Junior Member will be notified in writing that the item has been removed from their room due to safety reasons and will be given the choice of its being disposed of by the College or returned to them when they leave their accommodation at the end of the current Term.

27. Junior Members must not interfere with electrical fittings, connect appliances to a lighting circuit, or connect multi-way adapters or extension cables to a socket outlet. Junior Members must not tamper in any way with electric circuits or fittings.

Firearms and other offensive weapons

28. Junior Members must not bring into the College or onto any College premises, or have there, any firearms, ammunition or other offensive weapons, unless they have the prior written permission of the Principal of the Postmasters.

Travel Insurance

29. Junior Members who are awarded College grants to enable travel (for academic or non-academic purposes) must obtain travel insurance applicable to the planned activity and destination. The insurance must cover contingencies such as medical expenses, trip cancellation or delays, and lost or stolen baggage. See also paragraph 23.10 of the Information for Junior Members.

Junior Members should be aware that the College will not normally provide funding for any additional costs caused by changes to their travel plans, even if the change is due to circumstances beyond their control.

25. COLLEGE SPORTS

1. Junior Members must familiarise themselves with the rules and safety regulations applying to any sports activities organised by the College Amalgamated Clubs in which they participate.

2. The Captains or team leaders of each sport must ensure that a risk assessment of their sports activities is carried out at least annually before the beginning of the relevant season and provide a copy to the Senior Treasurer of Amalgamated Clubs to keep on record.

3. Each sports team must have an appropriate induction procedure in which Junior Members are made aware of any regulations and codes of conduct and any significant risks attaching to the sports before participating in it.

4. Captains or team leaders must be familiar with the regulations and codes of conduct promulgated by the relevant National Governing Body of the sport. Junior Members must adhere to the regulations and codes of conduct applying to any sport in which they participate. Junior Members must abide by the decisions and directions of referees, umpires and College officials responsible for their regulation.

5. The Captains or team leaders of each sport must book the relevant facilities at the Sports Ground through the College's Events Office.

6. The Captains or team leaders of each sport must confirm special insurance arrangements for away fixtures and especially hazardous kinds of activity.

Personal fitness

7. Junior Members must achieve the required level of fitness to engage in any sporting activity. Captains or team leaders must provide appropriate induction in fitness training.

Fitness Room

8. An air-conditioned Fitness Room is available for use by all members of the College including Junior Members (see also paragraph 24.16 of Information for Junior Members).

9. Junior Members must not use the Fitness Room until they have completed an induction and signed a disclaimer. Appropriate clothing and shoes must be worn at all times when using the Fitness Room.

10. Junior Members' guests, including other University members, are not permitted to use the Fitness Room and Junior Members must not bring them into or give them access to the Fitness Room.

11. Junior Members must follow the rules of use displayed in the Fitness Room.

Punthouse

12. Junior Members must obey all rules made in relation to the use of punts or kayaks. They must not go out onto the river unless it has a green flag status as advertised by OURCS (Oxford University Rowing Clubs). Breaches of safety regulations will be regarded as particularly serious.

13. A penalty may be imposed on Junior Members who return punts or kayaks late.

Equipment

14. Junior Members must ensure that they are familiar with any requirements for clothing and equipment applying to any sport in which they participate. They must report any defect in clothing or equipment provided by the College to the Senior Treasurer of Amalgamated Clubs as soon as it is detected.

15. The College is not responsible for personal clothing or equipment but reserves the right to ban Junior Members from participation in any sport where clothing or equipment is judged defective or inadequate.

Accidents and emergencies

16. In cases of serious injury or illness, Junior Members must summon the ambulance service by calling 999 or 112, giving clear instructions as to the precise location of the incident, and providing a telephone contact-number. No attempt should be made to move a person who is immobilised by injury, prior to the arrival of the emergency services. Junior Members must also telephone the Merton Street or Holywell Lodge to inform them as to details of the situation.

17. The Captain or team leader must ensure prior to the fixture that the approach road to the Pavilion is clear for vehicular access.

18. If any person becomes ill or is injured, other than in case of minor cuts, bruises etc., arrangements must be made to accompany and transport them back to the College, or to the doctor's surgery or hospital as appropriate. A taxi may be summoned through the Holywell or Merton Street Lodge for this purpose, if necessary.

19. Junior Members must also report to the Lodge any non-trivial accident or near-miss sustained on College premises including suffering or narrowly avoiding injury. If a Junior Member is unable to make an immediate report, a report must be made by a witness. The accident record will be reported by email to the Domestic Bursar, who has overall responsibility for health and safety within the College.

20. A Sports first-aid kit and a portable defibrillator are available at the Pavilion and the Boathouse. The Captain or team leader must locate the kit, ensure it is adequately stocked and verify first-aid procedures before each fixture or training session. If the Captain or team leader is not qualified in first aid, they must verify whether the referee, umpire or any other person present is qualified. The College Nurse, Lodge Porters and other College staff are qualified in first-aid but it would take time to summon them to the Sports Ground and they might not be available. First-aid will normally be administered only in relatively trivial cases of injury, or in serious cases as a holding measure while the emergency services are summoned.

21. Before a sporting event, the Captain or team leader (who must be a person attending the event) must provide to the Senior Treasurer the following details in writing:

- (i) The nature of the event and an itinerary for it, including the date, time, duration and precise location (address) of the event.
- (ii) If relevant, estimated times for departure and return.
- (iii) Contact telephone numbers for the Captain or team leader and at least one deputy, and the host if possible.
- (iv) If relevant, transport arrangements, including details of vehicles and drivers.
- (v) First aid arrangements.
- (vi) Insurance arrangements, including transportation in private vehicles, if relevant.

26. INFORMATION TECHNOLOGY

1. Junior Members must observe both College and University regulations and policies governing information technology, information security, and the use of computing facilities. University regulations can be obtained from the University of Oxford IT Services and are posted at <https://www.ox.ac.uk/staff/it>. College regulations and policies include the College's Information Security Policy (see Appendix 11), Data Protection Policy, Data Protection Breach Regulations (see Appendix 12), Mobile Device Security Regulations, Network Acceptable Use Regulations (see Appendix 13), and Password Policy (see Appendix 14). These are included as appendices to this Handbook and may also be found here: <https://www.merton.ox.ac.uk/college-policies>.

All Junior Members handling University data as part of their studies (e.g. research involving personal data) or who have been asked by their department/faculty or the College to provide proof of completion must complete the 'Information Security and Data Protection course for students. Details of these courses and links to them are available on the University's [Information security and data protection](#) webpage.

2. Contravention of Regulations and Policies governing information technology, information security, and the use of computing facilities may constitute serious misconduct.
3. IT facilities are provided to Junior Members principally for academic and administrative purposes that are related to College and University activities. Junior Members have no right to use IT facilities for any other purposes. Reasonable personal use is expected but Junior Members are asked to give way to those wishing to complete academic work when using shared facilities.
4. Attention is drawn to the prohibition on using IT facilities for the creation, access, storage, or transmission of any material which promotes terrorism or which seeks to draw people into terrorism or which supports a [proscribed organisation](#) contrary to section 12 of the Terrorism Act 2000. Junior Members are reminded that all other rules, in particular those relating to conduct and harassment, apply to their online activities.
5. Junior Members are reminded that they are bound by the provisions of the Copyright, Designs and Patents Act 1988, applicable data protection legislation (including but not limited to the UK General Data Protection Regulation and the Data Protection Act 2018) and the Computer Misuse Act 1990.
6. Duplication of software licensed to the College is forbidden.
7. The College accepts no liability for loss of data or consequential damage arising from Junior Members' use of IT facilities.
8. The College accepts no liability for loss of network connectivity. The College will endeavour to give at least one day's notice of withdrawal of services arising from repair or maintenance of IT facilities.
9. For network security purposes, and in order to investigate breaches of the computing regulations, the College reserves the right to monitor network access by users and restrict the use of any computer connected to the network. Such activity is conducted in accordance to the College's Privacy Notices (<https://www.merton.ox.ac.uk/privacy-notices-and-ropas>).
10. The Head of IT or any member of the IT department may suspend access to network services or computer room accounts, with or without notice as appropriate, if the integrity or security of the network is compromised, or if consumption of network resources or bandwidth is unreasonable or wasteful.

Computer rooms and College computers

11. Computer rooms are designated for normal use in the Old Warden's Lodgings and Mob Library.
12. Junior Members must not install software on College computers, or change system settings or interfere with any equipment or materials that are the property of the College or its contractors. Any computer malfunction must be reported to the IT department.
13. A College computer account must only be used by the designated user. Junior Members must not divulge their passwords to other users.

14. Junior Members must log off at the end of any session and must not leave workstations unattended during any session. Junior Members who habitually fail to log off, or leave a workstation unattended, may be barred from the system.

15. Junior Members must not bring into the computer rooms, or have there, any food (including chewing gum).

16. Personal belongings must not be left unattended in the computer rooms and may be removed by College staff.

17. IT facilities are provided for the benefit of all members of the College. Junior Members must vacate workstations promptly if required by IT staff or by other users requiring access to a specific program or facility. Complaints about unjustifiably protracted or excessive use of IT facilities may be referred to the Head of IT or IT department.

Personal IT equipment

18. The College accepts no responsibility for the installation or maintenance of computer hardware and software that is not in its ownership. Junior Members are personally responsible for personal computer equipment and software and must keep them secure at all times.

Junior Members who choose to use a personal or self-managed device to access University and College resources must ensure that it is securely configured and maintained and that it complies with the University's and College's information security standards to ensure the protection of institutional data and systems. For detailed guidance, please refer to the University's information security advice on [securing your computer](#) and protecting your devices and documents.

19. Only persons who are members of the University of Oxford are permitted to use University network facilities. Junior Members must not permit or provide access to University network facilities by persons who are not members of the University of Oxford. Junior Members may be held responsible for use of College or personal computer equipment by unauthorised persons.

20. Where provided, use of an Ethernet socket in College residential accommodation is confined to the authorised resident. Junior Members must not install on the network computer equipment that is not registered with the College.

21. Only a single Ethernet interface may be connected to an Ethernet socket. Junior Members must not use routers, switches or hubs.

22. Junior Members must not use wireless access points other than communal wireless access points provided by the College.

23. All network equipment connected to wireless or cabled networks within College must be set to have an IP address assigned by the College DHCP Server – the most common default setting for such devices. Static IP addresses must not be configured, and disciplinary sanctions may be applied to Junior Members who use static IP addresses, including permanent withdrawal of College IT facilities, unless they have special reasons to do so and have first obtained the express permission of the Head of IT.

24. Junior Members must not run a games server, email server, web server or any other form of server or file/resource services on the network.

25. Junior Members must install a fully licensed anti-virus program on their personal computer. Suitable software may be downloaded from the University registration website (<https://register.it.ox.ac.uk/self/software>). Junior Members must install operating system patches and anti-virus updates as soon as they become available.

26. Junior Members must seek the advice of the IT department before using file sharing or port sharing P2P (peer to peer) programs, Torrent programs and similar media downloading services. The use of such programs may be illegal or, where legal, may be subject to regulation and restriction to prevent excessive use of bandwidth for purposes unconnected with College or University activities.

27. Individual Junior Members must have a TV Licence for their College room to watch or stream live TV on any streaming platform or device or to watch BBC iPlayer there. 'Device' in the previous sentence includes a TV, desktop computer, laptop, mobile phone, tablet, games console, digital box or Blu-ray/DVD/VHS recorder. Further information is available from TV Licensing at www.tvlicensing.co.uk/check-if-you-need-one/for-your-home/students-aud1.

28. The Regulations and relevant policies apply to Junior Members' activities on-line, including on social media and on social-networking sites, when these activities take place in a College context or involve the use of the College's IT facilities.

27. WEBSITE, INTRANET, SOCIAL MEDIA AND BRAND GUIDELINES

1. Only the Governing Body (or any committee or person to whom it has delegated authority) may grant permission for the use of the College's coat-of-arms or name and any permission may be withdrawn at any time. If Junior Members wish to use either of these, or adaptations of them, they must contact the Dean and Keeper of the Statutes, Fra' John Eidinow.

2. Junior Members must not use the College's colours, images, or font without the College's consent. If they wish to use any of these, they must contact the Web & Communications Manager via email webmaster@merton.ox.ac.uk.

28. LICENSING

1. The College holds premises licences authorising licensable activities on College premises. All activities on College premises are subject to the College Regulations, whether they are also authorised by licence or otherwise.

2. Junior Members who are under the age of 18 must not (a) permit themselves to be served with alcohol by the College, or (b) purchase or endeavour to purchase alcohol from the College, or (c) consume alcohol purchased from the College on their behalf.

3. Junior Members must not purchase for or endeavour to purchase for or otherwise provide alcohol to any person on College premises (including any Junior Member) who is under the age of 18.

4. Alcohol supplied by the College must not be removed from College premises other than in sealed containers.
5. All external doors and windows must be kept closed other than for access and egress in all rooms in which events involving amplified music and speech are taking place.
6. Junior Members who bring guests into the College who are under the age of 18 must supervise them at all times when they are on College premises.
7. Junior Members who are responsible for showing films in College (including any showings of a film society or similar) must ensure that any film in the 12A, 15 or 18 categories is not shown to anyone under the age of 12 and unaccompanied, 15 or 18 as appropriate and must display a notice to that effect.
8. With respect to College Balls and to any comparable events that may be authorised by the College:
 - (a) The Ball Committee (or comparable organising committee) must give three months' notice to the Licensing Authority and the Environmental Health Office of the date for the College Ball (or comparable event).
 - (b) Each Ball (or comparable event) will be subject to a noise risk assessment in accordance with the current Oxford City Council Code of Practice which must be undertaken by the organising committee and submitted by it to the Environmental Health Office three months in advance of the date for the event.
 - (c) The organising committee must invite representatives from the Licensing Authority and other relevant authorities to discuss the event one month in advance of the date for the event.
 - (d) The organising committee must notify residents in the immediate vicinity two weeks in advance of the event by means of a leaflet stating dates and times and providing a telephone number and contact person to whom complaints can be directed.
 - (e) Any amplified music played at a College Ball or comparable event in the open air or in a marquee must cease by 03:00.

29. FINANCIAL

See also Section 25 of Information for Junior Members.

Payment

1. Tuition fees are charged annually in advance and Junior Members must pay them in full by Friday of 1st Week of Michaelmas Term.
2. Junior Members must pay charges for accommodation and electricity, as set out in the Licence Agreement, and all other charges by the Friday of 1st Week of each Term. Payment is deemed to take place only when cleared funds are received in the College's bank account. Junior Members should note that, particularly when an overseas bank is involved, money can take several weeks to arrive.

The College will accept payment by bank transfer or most debit/credit cards.

3. A Junior Member who, for any reason, is unable to pay fees or charges by the due date for payment, must explain the reasons to the Finance Bursar by email prior to the due date.

4. Payment difficulties experienced by Junior Members will be treated by the College in a sympathetic and constructive fashion provided reasonable explanations are disclosed to the Finance Bursar before the due date for payment. See also paragraph 26.15 of the Information for Junior Members.

5. Any Junior Member who fails to pay fees or battels by the due date is automatically fined (see Appendix 4 (Tariff of Possible Fines and Charges), unless they have given advance notice to the Finance Bursar and obtained their express consent to late payment. Late payment of accommodation charges is governed by paragraph 2.1 of the Licence Agreement.

6. Where special circumstances warrant it, for example where a Junior Member is funded from a third-party source at times that do not permit settlement of fees or charges by the due date, application must be made to the Finance Bursar, who may agree to an individual payment schedule other than the standard termly one. In order to conform with the Consumer Credit Act 1974, annual fees must be paid within twelve months and in no more than four instalments.

7. Persistent failure to pay fees or charges without reasonable explanation may be deemed to be serious misconduct.

8. Under University Examination Regulations ([Regulations on Financial Matters](#) paragraph 3.3) it is the duty of the Finance Bursar to notify any Junior Member who has not paid the University tuition fee in full by the due date (see Regulation 29.1 above) or by the agreed date (see Regulation 29.6 above) that, in the event that fees due are not paid in full within four weeks of that date, they shall be liable for suspension from access to and facilities of the University including the Examination Schools and other places of examination from the end of the four week period until such time as outstanding fees are paid in full. A Junior Member may be suspended from access to and facilities of the College during any period for which they are suspended from access to and facilities of the University for the purposes of this Regulation.

Refunds of fees and charges

9. Refunds of course fees will only be made in accordance with the prevailing policies applied by the University, which may vary from course to course.

10. Refunds of accommodation charges may be made in accordance with the provisions contained in the Accommodation Licence.

11. Credit balances on meal accounts will be refunded through battels.

30. JUNIOR MEMBERS' SOCIETIES (OTHER THAN SPORTS CLUBS)

1. Societies.

1.1. Clubs and societies which bring together Junior Members of the College may apply for registration with the College. In this Regulation clubs and societies are referred to without distinction as "Societies".

1.2. Societies are not required to register with the College, but the benefits of registration are available only to Societies that are registered ("Registered Societies").

1.3. This Regulation does not apply to Societies which are sports clubs.

2. Subject Societies.

2.1. A Registered Society which brings together all the Junior Members studying a particular subject is referred to as a "Subject Society".

2.2. Only one Subject Society will be registered for each subject. For the purposes of this Regulation, a table of subjects and of the degree-courses included within them is set out in the Schedule.

2.3. The constitution of a Subject Society must provide for its members to be all the Junior Members studying that subject but must not impose any obligation on them arising from such membership and must provide for a Junior Member to be able to opt out of membership at will.

2.4. A Subject Society must have a Senior Member who is one of the Tutors in the subject concerned.

3. Common Interest Societies.

3.1. A Registered Society which is not a Subject Society is referred to in this Regulation as a "Common Interest Society".

3.2. The constitution of a Common Interest Society must provide for membership to be open to any Junior Member unless membership is restricted to Junior Members sharing a protected characteristic under section 4 of the Equality Act 2010 (provided that such restriction is approved by the Warden and Tutors' Committee).

3.3. A Common Interest Society must have a Senior Member who is a Fellow of the College with membership of the Governing Body.

4. Senior Members.

4.1. The role of the Senior Member of a Registered Society is to be informed of the actions and activities of the Registered Society and to be available to assist its committee with advice.

4.2. The Senior Member of a Registered Society is not a member of its committee and does not, by virtue of being Senior Member, have any responsibility for its finances.

5. Registration.

5.1. The Warden and Tutors' Committee is responsible for registering Societies. The Dean and Keeper of the Statutes is the College Officer responsible for keeping the register of Registered Societies and for managing the processes of and associated with registration.

The Senior Tutor and the Principal of the Postmasters must be made aware of any application for registration.

5.2. The Warden and Tutors' Committee will normally accept an application to register a Society that fulfils the requirements of this Regulation but may refuse such an application where it believes it has good reason to refuse it, for example where a Society has a history of disciplinary incidents relating to its activities.

5.3. The Dean and Keeper of the Statutes may provide a form for applications to register Societies and if a form is provided it must be used by Societies that wish to register.

5.4. Registration will be granted in respect of an academic year. For the purposes of this Regulation an academic year runs from 1 October of one year to 30 September of the next.

5.4.1. A Registered Society that wishes to continue to be a Registered Society in the next academic year must re-apply for registration between the beginning of Trinity Term and 30 September ("the Registration-period").

5.4.2. If a Registered Society does not re-apply during the Registration-period, it ceases to be a Registered Society on 31 October of that calendar year. An application made by a Registered Society between 1 October and 31 October may nonetheless be granted if in the opinion of the Warden and Tutors' Committee there was a good reason why the application was not made during the Registration-period. A further application for registration by that Society will not otherwise be considered until the next Registration-period.

5.5. A Society that wishes to register as a Registered Society must:

5.5.1. apply for registration through its President or Secretary on the basis of a resolution approved by a majority of its committee;

5.5.2. have a constitution containing the matters set out in paragraph 6.1 of this Regulation;

5.5.3. identify whether it is a Subject Society or a Common Interest Society;

5.5.4. have the written agreement of a qualified person to act as its Senior Member;

5.5.5. be able to demonstrate that it has at least ten members at the date of application;

5.5.6. provide the names of the members of its committee for the relevant period of registration and agree to notify the Dean and Keeper of the Statutes of any changes to the President or Secretary;

5.5.7. provide so far as possible a list of events scheduled or intended to be scheduled for the relevant period of registration; and

5.5.8. (on a second or subsequent registration) provide accounts for the previous period of registration approved by the committee and the Senior Member.

5.6. In relation to paragraph 5.5.1, a resolution may provide for the Society to apply for registration every year until the resolution is revoked. If the resolution is revoked a copy of the revoking resolution must be sent by the President or Secretary to the Dean and Keeper of the Statutes. Thereafter a new resolution must be provided to comply with paragraph 5.5.1.

5.7. In relation to paragraph 5.5.5, notwithstanding the requirement for a Registered Society to have at least ten members, the Warden and Tutors' Committee will not normally refuse to register a Subject Society solely because the Junior Members eligible to be members of that Subject Society are fewer than ten.

6. Constitution.

6.1. The constitution of a Registered Society must contain at least the following matters:

6.1.1. the name of the Society and an explanation for the name if the reason is not obvious;

6.1.2. the objects of the Society which must be lawful and charitable;

6.1.3. which Junior Members are eligible to be members ("Members") of the Society, complying with paragraphs 2.3 or 3.2 (as the case may be) above;

6.1.4. provision for a President and a Secretary appointed from among the Members;

6.1.5. provision for a committee consisting of the President, the Secretary and at least one other committee-member drawn from among the Members;

6.1.6. provision for how and how often the Members will appoint the President, the Secretary, and the rest of the committee;

6.1.7. provision for a Senior Member, complying with paragraphs 2.4 or 3.3 (as the case may be) above;

6.1.8. provision for how the Society will hold money (if it has any) and how it will keep and verify accounts;

6.1.9. provision for the Members to be able to amend the constitution except as regards (a) its objects and (b) its Members;

6.1.10. (in the case of a Subject Society) a requirement for the Senior Member's consent to any amendment.

6.2. If the constitution of a Registered Society is amended during a period of registration, a copy of the amended Constitution must be sent to the Dean and Keeper of the Statutes.

6.3. For the avoidance of doubt, an amended constitution must comply with the provisions of paragraph 6.1.

7. Benefits of Registration.

7.1. Registered Societies have the following benefits:

- 7.1.1. access to any grants or subventions that the College has agreed to make available to Registered Societies;
- 7.1.2. space on the College website and/or intranet;
- 7.1.3. an invitation to write a report that may be published in *Postmaster*;
- 7.1.4. the possibility of applying for permission to use the College's name as part of the Registered Society's name in accordance with paragraph 8 below;
- 7.1.5. any other benefits that the Warden and Tutors' Committee or Domestic Committee may from time to time agree to make available to Registered Societies.

8. Use of the College's Name by Registered Societies.

8.1. Registered Societies may apply to the Governing Body through the Warden and Tutors' Committee for permission to use the College's name as part of their own name (as, for example, "the Merton College [name] Society").

8.2. If a Registered Society is a Common Interest Society it will not normally be granted permission to use the College's name unless it can demonstrate that it has existed and been active during all of the three years preceding the application.

8.3. Permission granted to a Registered Society to use the College's name as part of its own name may be revoked by the Governing Body in its absolute discretion at any time.

8.4. For the avoidance of doubt:

8.4.1. (a) Registered Societies which have not been granted permission to use the College's name and (b) Societies which are not Registered Societies (including Societies which have ceased to be Registered Societies) must not use the College's name as part of or in association with their own name.

8.4.2. The members of the committee of a Society must ensure that the prohibition in paragraph 8.4.1 is observed.

9. Revocation of Registration.

9.1. The Warden and Tutors' Committee may revoke a Registered Society's registration if it believes it has good reason to do so, for example where a Society has a history of disciplinary incidents relating to its activities.

9.2. If a Registered Society's registration is revoked, the benefits accorded by paragraph 7 automatically and immediately terminate. In these circumstances the Warden and Tutors' Committee may require the Society to repay any unspent portion of money received under paragraph 7.1.1 and the members of the committee of the Society must ensure that such repayment is made.

SCHEDULE OF SUBJECTS

Subject	Includes the following Schools
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Biochemistry	Biochemistry
Biology	Biology
Chemistry	Chemistry
Classics	Classics (Literae Humaniores), Ancient & Modern History, Classics & Modern Languages, Classical Archaeology and Ancient History
Computer Science	Computer Science, Mathematics & Computer Science, Computer Science & Philosophy
Economics & Management	Economics & Management
English	English, English & Modern Languages, History & English
History	History, Ancient & Modern History, History & English, History & Modern Languages, History & Politics
Law	Law (Jurisprudence), Law with Law Studies in Europe
Mathematics	Mathematics, Mathematics & Computer Science, Mathematics & Philosophy, Mathematics and Statistics
Medicine	Medicine
Modern Languages	Modern Languages, Classics & Modern Languages, English and Modern Languages, History & Modern Languages, Modern Languages and Linguistics, Philosophy & Modern Languages
Music	Music
PPE +	PPE, Philosophy & Modern Languages, Computer Science & Philosophy, Mathematics & Philosophy, Physics & Philosophy, History & Politics, Economics & Management
Physics	Physics, Physics & Philosophy

APPENDIX 1: STUDENT-COLLEGE CONTRACT 2026-27

MERTON COLLEGE



STUDENT-COLLEGE CONTRACT

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR CONTRACT WITH MERTON COLLEGE (the formal name of which is The Warden and Scholars of the House or College of Scholars of Merton in the University of Oxford), including rules that apply to your conduct, behaviour and use of College services, circumstances when your studies at the College may be suspended or terminated and how changes might have to be made to teaching or services in certain circumstances.

Preamble

1. As a student at the University of Oxford ("the University") you must be a member both of the University and of one of its Colleges, Societies, or Permanent Private Halls.
2. You will have two separate contracts: one with the University and one with Merton College ("the College").
3. The purpose of this document is to set out the contractual basis for your relationship with the College, and to draw your attention to key terms.

Your Contract with the College

4. Your Contract with the College ("your College Contract") is made up of:
 - a. The following:
 - i. the terms and conditions set out in this document;
 - ii. the Merton College Junior Members' Handbook as amended from time to time (see www.merton.ox.ac.uk/about/college-policies).
 - iii. the Accommodation Licence Agreement;
 - iv. the letter ("Offer Letter") from the College making you an offer ("Offer") of a place;
 - b. The College's Statutes and Bylaws (as amended from time to time), and regulations, policies, codes of practice, procedures and rules which are made under them and/or amended from time to time (see clause 12 below).

5. It is a condition precedent to your College Contract (i.e. a necessary requirement for your College Contract to be binding on the College) that you satisfy the financial conditions set out in the Financial Declaration Form.
6. It is a condition precedent to your College Contract (i.e. a necessary requirement for your College Contract to be binding on the College) that you satisfy any academic conditions set out in your Offer Letter.
7. Subject to clause 5 and clause 6, your College Contract will take effect from the date on which the College receives a copy signed by you of this document. This is the date at which your acceptance of the terms set out here, and those incorporated by reference through clause 4 above, will be treated as communicated to the College.
8. You are responsible for satisfying any requirements imposed by any department or agency of the United Kingdom ("UK") Government in connection with your studies, including (but not limited to) any visa requirement. It is a condition of your College Contract that you obtain any visa or immigration permission that the UK Government requires in connection with the taking up of your Offer, and hold such a visa or permission for the duration of your studies in the College. For the avoidance of doubt, this means that the College is entitled without more to terminate your College Contract if you do not obtain, or at some point during your studies in the College lose, any required visa or immigration permission.
9. It is also a condition of your College Contract that any information submitted with or in relation to your application (whether to UCAS, the University or the College) is true, genuine, accurate, and complete and does not omit any information you have been asked to provide. If failure to meet this condition is discovered after you have communicated your acceptance to College (see Clause 7) but before you have been admitted to the College your College Contract may be terminated at the College's discretion. If failure to meet this condition is discovered after you have been admitted to the College, disciplinary proceedings may be brought against you, and for these purposes the College shall be at liberty to treat the breach as having continued until discovery. This may result in sanctions including expulsion.

University and College Membership

10. You must be a member of the University in order to remain a member of the College. Your continuing relationship with the College is linked to your continuing relationship with the University. Similarly, your Offer from the College is linked to your offer from the University. If you decline either offer, or if you fail to meet the conditions of either offer, you will lose your place at both the College and the University.
11. If your University membership is terminated (e.g. for breach of the University's rules and regulations), your membership of the College will also end. If you are suspended by the University, or subject to other disciplinary or procedural measures, the College may take similar, or other appropriate, steps.

College Statutes, Bylaws, Rules, Regulations and Policies

12. By entering into your College Contract you agree to comply with the College's Statutes and Bylaws (as amended from time to time) and with the College's regulations, policies, codes of practice, procedures and rules which are made under them and/or

amended from time to time. Links to these are set out at www.merton.ox.ac.uk/about/college-policies. They include:

- a. The Junior Members' Handbook. This sets out inter alia behaviour by students which is considered unacceptable and which may result in disciplinary action.
 - b. Other regulations governing your relationship with the College concerning your studies, payment of fees and charges, residence, conduct and behaviour: examples are regulations relating to examinations and assessments, the ownership and exploitation of intellectual property, harassment and bullying, the use of Information Technology ("IT") and library facilities, health and safety issues and legislative requirements such as data protection.
 - c. The College's Code of Practice on Freedom of Speech.
 - d. Any Health and Safety Instructions ("HSI") setting out standards of behaviour required of you during any pandemic, epidemic or local health emergency. HSI may include any University or College code, policy or guidance, as introduced or updated from time to time, which sets out behaviour required of students during any pandemic, epidemic or local health emergency. Students are required to comply with any HSI as a condition of being permitted access to in-person teaching and facilities and failure to comply may result in loss of that access and/or disciplinary action.
13. Your College Contract is also subject to a condition that you disclose any relevant unspent convictions.
14. By entering into your College Contract you agree that the College may take disciplinary action against you under the appropriate College procedure for breach of its Statutes and Bylaws (as amended from time to time) and the College's regulations, policies, codes of practice, procedures and rules which are made under them and/or amended from time to time and the condition set out in clause 13 above. Such action could result in sanctions including suspension or expulsion.
15. You are only permitted to access or use the College's land, premises, facilities or services for the academic, welfare, leisure or sporting purposes for which such premises, facilities or services have been provided and if there has been compliance with the College's Code of Practice on Freedom of Speech (if it applies to the activity in question). Misuse of, unauthorised access to or use of, or occupation of the College's land, premises, facilities or services, and/or activities which prevent or substantially limit or impede authorised access or use by the College's Fellows, officers, students or staff, or which attempt to do so, are not permitted and may result in disciplinary action under the College's Statutes and Bylaws (as amended from time to time) and the regulations made under them and/or amended from time to time.

Your Responsibilities

16. You are required to comply with the following:
- a. The College's Statutes and Bylaws (as amended from time to time) and with the College's regulations, policies, codes of practice, procedures and rules which are made under them and/or amended from time to time as set out in clause 12 above. These include (but are not limited to) the College's regulations on behaviour, IT

usage, data protection and academic studies set out in the Junior Members' Handbook and the College's Code of Practice on Freedom of Speech.

b. Payment of fees and other charges when they are due.

- i. You are responsible for any non-payment even if your fees are being paid by a third party.
 - ii. The University sets out its annual fees as a single figure as this is easier for applicants and students; however you should note that this is a combined figure for both your University and College fees, which separately form the consideration for your University contract and your College Contract which are separate. This means that you are paying a set amount of your fees to the College for College services and a set amount to the University for University services. The College will collect University fees and transmit them to the University. For more details contact student.fees@admin.ox.ac.uk.
 - iii. College fees do not cover accommodation or food, which are charged separately to those students who receive them.
- c. Any reasonable measures or instructions given by the College or the University to reduce risk of transmission of any illness or infection and behave in accordance with any HSI. Without limiting that general obligation, reasonable measures may include an instruction by the University or the College not to return into residence, an instruction by the University or the College to leave residence, imposing specific requirements regarding personal protective equipment such as the wearing of masks, or specific safety measures such as use of sanitiser or distancing procedures. In applying such measures or instructions the College will take account of and adhere to its welfare policies in so far as it is reasonably practicable during the pandemic, epidemic or local health emergency.
- d. Immediately declaring to the College if you have any serious and easily transmissible infectious illness, and comply with any required health, testing, isolation or distancing measures or advice given.
- e. Obtaining an appropriate visa or immigration permission if necessary, including an ATAS (Academic Technology Approval Scheme) certificate if required for your course (see clause 8 above as to the consequences of failure to obtain the requisite permission) and abiding by any visa/immigration conditions including maximum permitted working hours and the types of work allowed and promptly providing a copy of your visa/confirmation of immigration status and passport identification page whenever requested by the College or the University (including any faculty or department of the University). If your visa/immigration permission expires during your course and you no longer have valid leave to remain in the UK, or have breached the terms of your student visa, the College and/or the University may be required to inform UK Visas and Immigration. Failure to comply with these obligations may result in legal consequences for you under UK immigration law, which may affect your ability to complete your studies at Oxford. Disciplinary action may also be taken if false or intentionally misleading statements or documents are provided to the College and/or the University regarding visas or immigration status. Support and information are

available from the University's Student Immigration team and at <http://www.ox.ac.uk/students/visa>.

17. It is your responsibility:

- a. To progress your own academic studies. This includes submitting work when required to do so, sitting collections and penal collections when required to do so, meeting College and University deadlines and attending tutorials, classes, lectures, and other academic commitments.
- b. To act as a responsible member of the College's community. This includes treating other members of the College's community and of the public with courtesy and in such a way as to respect their dignity and not subject them to sexual or other harassment or bullying.

Teaching Arrangements

18. The College will make provision for students as follows:

- a. For undergraduate courses such teaching and other provision as it reasonably decides is necessary for their courses of study, taking account of any relevant faculty or departmental norms. Teaching may include tutorials, classes, seminars, and may be carried out by Tutors or other Fellows or Lecturers of the College, or by any other persons considered by the College to be suitably qualified. Teaching provision for specialist options is subject to availability and may not be provided in all cases. Some teaching will be delivered by your faculty or department and this will vary between Colleges. Given the variation in courses of study, it is not possible to specify a minimum amount of teaching for undergraduates in all subjects.
- b. For graduate courses (including research degrees) the College does not teach or deliver programmes but will make such other provision as it reasonably decides to be necessary to support the pursuit of the relevant course.

19. Where a pandemic, epidemic or local health emergency necessitating measures to reduce risk of infection or illness arises or has already arisen, the College may make such changes as it reasonably deems necessary to comply with government or local authority regulations or guidance by those bodies or by the UK Health Security Agency, and/or its own health and safety advice and/or to ensure the health and safety of staff, students and third parties and/or to respond to consequential staffing or resource constraints. Changes made or required by the University may be communicated through colleges.

20. Examples of measures the College may take in the circumstances identified in clause 19 include:

- a. Providing teaching, assessment or other services wholly or partly online or via other remote or virtual means;
- b. Moving the location of teaching and/or restricting student numbers permitted to attend any location at one time (including restricting numbers at libraries or lectures);

- c. Teaching at unusual times;
 - d. Requiring students to comply with health and safety measures the College deems necessary which are specific to particular sites or activities, which may be in addition to any HSI;
 - e. Staggering attendance by students so that for part of the term you are not allowed physically to attend the College;
 - f. Varying, limiting or cancelling any course content, or optional modules;
 - g. Varying, limiting or cancelling access to any University or College services or facilities;
 - h. Varying, limiting or cancelling any learning experiences that would, without such circumstances, normally happen face to face or in-person (e.g. work in laboratories, museums, studios, music facilities or via fieldwork or work-placement);
 - i. Varying, limiting, cancelling or putting in place measures to reduce the risk of any time due to be spent in education or paid work abroad (including the right to vary destinations for work or study abroad) as a mandatory or optional component of courses, including making changes as a result of health guidance or risk assessment applicable to overseas travel destinations and/or providing students with alternative educational provision. If a year abroad, or other placement, has to be cancelled entirely then this may include the right to move a student to a cognate degree course that does not include such a year abroad or placement.
21. Subject to paragraph 19 above, no refunds, discounts, damages or waivers of course fees or other charges will be payable to you where changes or delays have resulted from, been caused by, or are in relation to a pandemic, epidemic or local health emergency necessitating measures to reduce risk of infection or illness or by compliance with guidance from the UK Health Security Agency. The College will also not be liable for any consequential losses or expenses you may incur (e.g. travel or accommodation costs) as a result of any such pandemic, epidemic or health emergency measures.

Library and IT Facilities

22. Subject to clauses 19 and 20 above, the College will provide library and IT facilities in connection with your studies and on the conditions and at the times set out in the Junior Members' Handbook and/or other relevant document(s) issued by the College, which may vary from time to time. Facilities may be withdrawn in the event of adverse circumstances beyond the control of the College. College IT Regulations and Policies of particular relevance to students are set out in the Junior Members' Handbook.

Accommodation and Meals

23. Subject to clauses 19 and 20 above, the College will maintain a stock of residential accommodation that may be provided to you in connection with your studies and if

so this will be provided on the terms and conditions and in accordance with the procedures set out in the Junior Members' Handbook and/or any other relevant document issued by the College and/or Accommodation Licence Agreement, which may vary from year to year.

24. Subject to clauses 19 and 20 above, the College will provide meals on the terms and conditions set out in the Junior Members' Handbook or other relevant document issued by the College, which may vary from time to time.

Events beyond the College's control

25. The College will not be in breach of its obligations under your College Contract, nor liable to you for any loss caused to you under your College Contract which results from events which are beyond the College's reasonable control. Examples of events which may fall into this category include: pandemic, epidemic, a local health emergency necessitating measures to reduce risk of infection or illness, industrial action, acts of God, acts of terrorism, government order or law, action by any governmental authority, the unanticipated departure or absence of key members of College staff, or failure or delay by third party suppliers and subcontractors. In such circumstances the College will take reasonable steps to mitigate the impact on you and to restore teaching and services. More information is available in the Student Protection Plan on the University website at <https://www.ox.ac.uk/about/how-we-are-run/policies-and-statements/policy-hub/student-protection-plan>.

Personal Data

26. The College will collect and use information about you in accordance with the principles set out in the College Privacy Notice at <https://www.merton.ox.ac.uk/privacy-notice-and-ropas>. This includes ensuring that your data will only be used in a way which is fair, lawful and secure. In addition, the University has its own privacy notice at <https://www.ox.ac.uk/privacy-policy>.

Complaints Procedure

27. The Junior Members' Complaints Procedure is set out in Appendix 9 of the Junior Members' Handbook.

Amendment

28. The terms of this document may be unilaterally amended by the College as a consequence of changes from time to time to national, University or College legislation, statutes, regulations or guidance. You will receive notification of material changes and any consultation process within which you may make representations prior to the change taking effect.

Jurisdiction

29. Your College Contract and any dispute arising from it (including non-contractual disputes) are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the English Courts.

DECLARATION

I confirm that I have read and understood this document and Merton College Junior Members' Handbook, including the Accommodation Licence Agreement governing the provision of residential accommodation by Merton College, and that I will observe and be bound by the regulations that are contained in it concerning my conduct and use of College facilities.

Signed:

Name (please print):

Dated:

APPENDIX 2: ACCOMMODATION LICENCE 2026-27

ACCOMMODATION AGREEMENT

LICENCE TO OCCUPY AGREEMENT

Between

The Warden and Scholars of the House or College of Scholars of Merton in the University of Oxford (commonly known as Merton College) ("the College")

and

the Junior Member ("the Licensee")

This Licence gives the Licensee permission to occupy the Accommodation on the terms set out in this agreement, the Arrival Card and in the College Handbook.

This Licence has been granted to the Licensee because the Licensee is eligible for the Accommodation as a Junior Member of the College and as a University Student of the University of Oxford (as defined below).

If the Licensee ceases to be a Junior Member of the College and/or University Student of the University of Oxford, the Licensee will not be eligible for the Accommodation and this Licence will terminate immediately without notice and the Accommodation must be vacated forthwith.

This Licence is not intended to confer exclusive possession on the Licensee or to create the relationship of Landlord and Tenant between the parties. This Licence shall not entitle the Licensee to any tenancy, or to any assured shorthold or assured tenancy, or to any statutory protection under the Housing Act 1988, or to any other statutory security of tenure now or upon determination of the Licence. In any event, this Licence cannot be an assured tenancy because the College is a specified educational institutional within the meaning of Paragraph 8, Schedule 1 to the Housing Act 1988 and The Assured and Protected Tenancies (Lettings to Students) Regulations 1988, and the Licensee has been given this Licence because the Licensee is pursuing, or intends to pursue, a course of study in further education or higher education provided by the University.

The College complies with the Universities UK (UUK) Accommodation Code of Practice. Further Details can be found at:

<https://www.universitiesuk.ac.uk/topics/students/student-support/accommodation-code-practice>

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

Accommodation	A single room or en-suite room to be allocated to the Licensee by the College from time to time
Accommodation Contents	The fixtures, fittings and equipment in the Accommodation as specified in section 20 of Information for Junior Members
Accommodation Period	

	The periods defined in the Arrival Card and in Appendix 3 of the Regulations
Arrival Card	The card and document entitled "Details of Licence Agreement Terms for Academic Year" signed by the Licensee at the start of the first Accommodation Period for each Academic Year which includes details of:- the Accommodation the date of arrival the Accommodation Period Charges for the Accommodation Period and Vacation Period and Payment Dates for the Accommodation Period and the Vacation Period
Charges	The charges defined in the Arrival Card and in Appendix 3 of the Regulations
College	Merton College, Merton Street, Oxford OX1 4JD
College Handbook	The publication from time to time entitled 'Merton College Junior Members' Handbook' as found at: https://www.merton.ox.ac.uk/college-policies
College Regulations	The publication from time to time entitled 'Regulations and Policies Applying to Junior Members'
Designated Days	The days designated for cleaning of the Accommodation by College staff in accordance with the published cleaning schedules
Payment Dates	The dates for payment of the Charges as defined in the Arrival Card and in Appendix 3 of the Regulations
Rights	To occupy the Accommodation during the Accommodation Period To use the Accommodation Contents To have the Services
Services	Repair of the Accommodation Lighting and heating of the Accommodation Provision of hot and cold running water to the Accommodation Provision of an electricity supply to the Accommodation Cleaning of the Accommodation
University Student	A student member of the University of Oxford as defined by its Statutes
Vacation Period	Any period during a calendar year which is not within an Accommodation Period

1.2 The terms 'Junior Member', 'undergraduate', 'graduate', 'second BA student', 'term' and 'academic year' will have the meanings defined in section 1 of Information for Junior Members.

- 1.3 Where a reference is made to a College Officer, such as the Domestic Bursar, or to a member of the College staff, their details will be in the College Handbook.
- 1.4 Unless the context requires otherwise, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context requires otherwise, a reference to one gender shall include a reference to other genders.
- 1.6 A reference to writing or written includes email.
- 1.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.8 Reference to clauses are to the clauses of this Licence.
- 1.9 Any words following the terms including, include, in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. Obligations of the Licensee

- 2.1 To pay the Charges to the College in advance on or before the Payment Dates.
- 2.2 To check the Accommodation and Accommodation Contents and report any problems to the Domestic Bursar within seven days of the start of each Accommodation Period.
- 2.3 To keep the Accommodation and the Accommodation Contents in a clean and tidy condition and not to damage them.
- 2.4 At the end of each Accommodation Period and, in the case of Licensees who are undergraduates, on the last day of each Term, to leave the Accommodation in a clean and tidy condition and clear of all rubbish and personal belongings and to return to the College the keys to the Accommodation.
- 2.5 To allow the College, at reasonable times and after giving reasonable notice, to enter the Accommodation for the purpose of viewing, inspection, maintenance or repair. No notice will be given in an emergency, for routine cleaning on the Designated Days, or where the need for repair or any other matter affecting the suitability of the Accommodation for habitation was reported by the Licensee, but otherwise the College will endeavour to give seven days' prior notice for planned maintenance work and twenty-four hours' prior notice for other purposes.
- 2.6 To comply with all applicable legislation to avoid the actions or negligence of the Licensee having an adverse effect on the College or The University of Oxford or on the owners or occupiers of nearby property.

- 2.7 To report to the Head of Accommodation any damage or want of repair in the Accommodation or failure of the Services as soon as reasonably practicable and in any event within twenty-four hours of becoming aware of it.
- 2.8 To pay to the College all costs reasonably incurred in enforcing the Licensee's obligations in this agreement or arising from a breach of them, including but not limited to any costs incurred in removing the Licensee from the Accommodation should they not leave as required by the terms of this Agreement.
- 2.9 To pay interest at the rate of 3% above the base rate of the Bank of England should the Charges not be paid within 14 days after the relevant Payment Date, such interest to be payable from the relevant Payment Date up to and including the date payment is made.
- 2.10 Promptly to send to the Domestic Bursar a copy of any communication the Licensee receives which is likely to affect the College or the Accommodation.
- 2.11 Not to alter, add to or do anything which may cause damage to the electrical installation or equipment in the Accommodation or which may be a fire risk or in any other way put the health and safety or security of others or the College's or other people's property. Any portable electrical appliance must comply with Regulations 24.24 to 24.27 in Part II of the College Handbook. The Licensee must within three days of request either provide a safety certificate for, or remove from the College, any appliance which in the College's reasonable opinion is unsafe, otherwise the College may remove it without further notice to the Licensee, charge any storage costs to the Licensee, and return it to the Licensee at the end of the Accommodation Period.
- 2.12 If the Accommodation is on the ground or first floor, not to leave the Accommodation unoccupied without first closing and locking the window and not at any time to leave the Accommodation unoccupied without locking the door.
- 2.13 To comply with the University of Oxford's environmental policy (available at <https://sustainability.admin.ox.ac.uk/environmental-sustainability-strategy>) and in particular to take reasonable steps to avoid wasting fuel by turning off lights and electrical equipment when not in use, or water and to participate in any waste recycling schemes operated by the College or by others.
- 2.14 Not to put anything harmful, or which is likely to cause blockage, in any pipes or drains.
- 2.15 Not to remove from, affix to, change, damage or attempt to repair the structure or decorative finish of any part of the Accommodation or the Contents. Items such as blue/white tack or any other adhesive strips or stickers are not permitted. Items may only be displayed on the noticeboards provided in each accommodation room. Should anything be damaged, to pay the College's reasonable losses incurred in repairing or replacing the damaged item.
- 2.16 Not to move furniture from the Accommodation nor bring or have there, additional furniture into the Accommodation without the prior written consent of the Domestic Bursar. Sofas, inflatable mattresses, hammocks, futons or any portable beds, etc., are not permitted.

- 2.17 Not to use the Accommodation for any purpose other than as a study bedroom, or as a study and a bedroom where the Accommodation is a set of rooms.
- 2.18 Not to share the use of the Accommodation or allow any person to use it or sleep in it. Occasional overnight visitors are permitted to reside in guest rooms on the conditions set out in section 20 of Information for Junior Members. Unaccompanied visitors will not be admitted to the College after 22:30 or before 07:30.
- 2.19 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others.
- 2.20 Not to add to or change the telephone services or the information technology services installation to the Accommodation.
- 2.21 If permitted to have an assistance animal in their Accommodation, Licensees will be responsible for the proper care and control of that assistance animal and will be liable for any damage or nuisance which that animal causes.

3. Obligations of the College

- 3.1 To provide the Services, subject to regulations and undertakings in section 20 of Information for Junior Members.
- 3.2 Except in the case of an emergency or serious disrepair, for disrepair reported by the Licensee or other matter preventing the Accommodation from being used and for cleaning on Designated Days to give the Licensee at least seven days' notice prior to entering the Accommodation during term-time for planned maintenance work and twenty-four hours' prior notice for other purposes.
- 3.3 Not to interrupt the Licensee's use of the Accommodation more than is reasonably necessary.
- 3.4 Not to disclose personal information obtained from the Licensee except as permitted by clause 4.2 of this agreement or where there is serious risk of harm to the Licensee or to others or the College's property.
- 3.5 To make available to the Licensee for inspection where necessary by prior arrangement with the College's Domestic Bursar:
 - a) the College's risk assessments with respect to the Accommodation;
 - b) the College's Portable Appliance Testing procedures;
 - c) The Universities UK Code of Practice for the Management of Student Housing; and
 - d) the University of Oxford's transport policy.
- 3.6 The College Handbook contains information and advice for the Licensee on:
 - a) action to be taken in the event of an emergency, including emergency contact details, how to call an ambulance, where to get first aid, and how to report an accident or safety defect;

- b) health & safety matters such as how to avoid common fire risks; safe cooking in the designated areas of the College and why cooking in the Accommodation is a safety risk and in breach of this Licence; electrical safety and voltage differences; the dangers of using candles or other naked flames or storing flammable material; fire extinguishers; the possibility of disciplinary action or criminal proceedings for misuse of fire precautions equipment;
 - c) how to get access to the Accommodation in the event of the Licensee losing their keys/access cards;
 - d) cleaning schedules and students' responsibilities for cleaning (where applicable);
 - e) the respective roles and responsibilities of the College and its resident students;
 - f) health, welfare, and guidance on communal living;
 - g) where to get advice on financial difficulties;
 - h) where to get counselling;
 - i) how to register with a local health service;
 - j) the management structure for the College and contact details of the main College officers, with out-of-hours emergency contact details; and
 - k) any special arrangements made to help with any disability the Licensee may have disclosed to the College.
- 3.7 To give a receipt for any of the Licensee's property which is removed under the terms of this agreement.
- 3.8 To ensure security staff are clearly identified, and that any member of staff or contractor requiring access to the Accommodation carries, and allows the Licensee to inspect, appropriate identification documents.
- 3.9 To ensure clear and appropriate instructions for use are given for any equipment which the Licensee needs to operate in the College.

4. Other Conditions

- 4.1 The Licensee is responsible for the conduct of any person invited by her or him to the Accommodation or the College.
- 4.2 The Licensee acknowledges that the College may use her or his personal data in connection with this agreement, including to facilitate debt recovery, crime prevention and all matters arising from the Licensee's membership of the College and The University of Oxford.
- 4.3 The College's liability for loss or damage to person or property is excluded unless the loss or damage is caused by the College's negligence or breach of its

obligations in this agreement and personal belongings left at the College are at the Licensee's own risk.

- 4.4 The College is not liable to repair any damage caused by the Licensee unless the cost is met by insurance or by the Licensee, any excess on the policy being payable by the Licensee. This clause shall not apply where the College has an overriding statutory obligation to make the College safe.
- 4.5 This agreement does not affect the disciplinary powers of the College or of The University of Oxford (as to which, see <https://www.ox.ac.uk/about/how-we-are-run/governance-finance/legislation/statutes>).
- 4.6 The College is entitled, at the Licensee's expense, to remove from the Accommodation or elsewhere in the College any article of the Licensee's which constitutes an obstruction or a fire or health or safety risk but unless perishable will, if requested when removed, return it to the Licensee on the termination of this Licence.
- 4.7 The College is further entitled, at the Licensee's expense, to remove any item left in the Accommodation or elsewhere in the College by the Licensee at the end of the Accommodation Period. The College shall not be obliged to return any item to the Licensee but shall be entitled to dispose of it in any way that the College thinks fit whether the item has value or not. Should any such item have value and be sold the Licensee agrees to the College retaining the proceeds of sale for the College's use.
- 4.8 This agreement contains all the terms agreed to by the College and the Licensee at the time it comes into effect and any variation to the terms will only be effective if agreed between the Licensee and the College.

5. Termination of this Licence

- 5.1 This Licence shall terminate on the earliest of the following:
 - a) automatically on the first day of each Accommodation Period if the conditions set out in clause 5.2 are met;
 - b) immediately without notice if the Licensee is suspended, rusticated, expelled or barred from the College pursuant to the College's bylaws or statutes;
 - c) immediately without notice if the Licensee ceases to be a junior member of the College or a University Student;
 - d) immediately without notice if any payment is overdue by 21 days or more unless the Licensee has secured the permission of the College's Finance Bursar to defer payment in accordance with the procedures described in the section entitled 'Financial' in the College Regulations.
 - e) on the termination date given in any notice under clause 5.3. If the notice is silent on the termination date, this will be the date the notice is deemed served in accordance with clauses 6.1 and 6.2; or
 - f) on the termination date given in any valid notice under clause 5.4.

- 5.2 Unless the Licensee has made arrangements with the Domestic Bursar for late arrival this Licence will automatically terminate if the Licensee has not taken up residence on or before the first day of each Accommodation Period.
- 5.3 The College may terminate this Licence at any time if:
- a) the Licensee is in serious or persistent breach of any of their obligations in this agreement; or
 - b) in the reasonable opinion of the College the health or behaviour of the Licensee constitutes a serious risk to herself or himself or others or the College's or other people's property.
- The College shall give written notice to terminate the Licence and any such notice may terminate the Licence with immediate effect where reasonable but will otherwise terminate the notice on the date specified in the notice.
- 5.4 The Licensee may only terminate this Licence in accordance with this clause, and will remain liable for the Charges until:
- a) the Licensee has given four weeks' notice to the College's Domestic Bursar that she or he wishes to leave; and
 - b) the Licensee makes payment for, or puts right, to the College's reasonable satisfaction any breach of their obligations in this Licence.
- 5.5 If this Licence is terminated early by the Licensee, the College will refund a fair proportion of pre-paid Charges as soon as possible after the termination becomes effective.
- 5.6 If this Licence is terminated early by the College, the College will refund to the Licensee a fair proportion of pre-paid Charges as soon as possible after the termination becomes effective.
- 5.7 The College reserves the right to relocate the Licensee to comparable alternative accommodation during the Licence Period where it is reasonable to do so but unless the reason for relocation is because the Licensee is in breach of one or more of their obligations in this Licence the Licensee will have the right to terminate this Licence (without having to comply with the conditions in clause 5.4) as an alternative to relocating.
- 5.8 The College's acceptance of the keys at any time shall not in itself be effective to terminate this Licence.
- 5.9 This clause 5 does not affect any rights of the Licensee under the Protection from Eviction Act 1977. The College cannot evict the Licensee without a court having first made an order for possession.

6. Notices

- 6.1 Any notice or other communication given under this Licence shall be in writing and shall be delivered by hand or sent by email or by pre-paid first-class post or by other next working day delivery service to the relevant party as follows:

- a) to the College marked for the attention of the Domestic Bursar; or
 - b) to the Licensee at the Accommodation or at the Licensee's home address or email address (if any) or the Licensee's pigeon-hole in the Merton Street Lodge.
- 6.2 Any notice or other communication given in accordance with clause 6.1 will be deemed to have been received:
- a) if delivered by hand, at the time the notice or other communication is left at the proper address;
 - b) if sent by email to the last known email address of the Licensee or of the Domestic Bursar of the College (as the case may be) at the time of receipt; or
 - c) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.
- 6.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

7. Accommodation during the Vacation Period

- 7.1 Undergraduates may reside in their Accommodation during the Vacation Period only on the terms described in the section entitled 'Vacation Residence for Undergraduates' in the College Regulations.
- 7.2 If departing during the Vacation Period, the date of departure should be advised at the earliest possible time to the Head of Accommodation by email.
- 7.3 The College reserves the right to allocate alternative Accommodation for the purpose of residence during the Vacation Period.
- 7.4 The College aims to make the Accommodation clean and serviceable prior to the first day of each Accommodation Period.
- 7.5 Charges for periods of residence during the Vacation Period will be payable on the next Payment Date or on or before 30 September in the year they are incurred if later.

8. Limitation of College's liability

- 8.1 Subject to clause 8.2, the College is not liable for:
 - a) the death of or injury to the Licensee or invitees to the Accommodation; or
 - b) damage to any property of the Licensee or invitees to the Accommodation; or
 - c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or invitees to the Accommodation in the exercise or purported exercise of the rights granted by this Licence.
- 8.2 Nothing in clause 8 shall limit or exclude the College's liability for:

- a) death or personal injury or damage to property caused by negligence on the part of the College or its employees or agents; or
- b) any matter in respect of which it would be unlawful for the College to exclude or restrict liability.

9. Third party rights

A person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

10. Governing law

This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

11. Jurisdiction

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).

APPENDIX 3: DETAILS OF LICENCE AGREEMENT TERMS FOR ACADEMIC YEAR 2026-27

Accommodation Period	For Licensees who are undergraduates: 11 October 2026 to 5 December 2026 17 January 2027 to 13 March 2027 25 April 2027 to 19 June 2027 For Licensees who are graduates and second BA students: 1 October 2026 to 31 July 2027
Charges	For the Accommodation Period: For all Licensees who are undergraduates: £5,004 for a single room or £5,301 for an en-suite room payable in three equal instalments in advance on or before the Payment Dates. This sum includes the price of the Services and 1,000 units of electricity supplied during each academic term. Electricity over 1,000 units supplied to the Accommodation during each academic term will in addition be charged at 13p per unit. For all Licensees who are graduates or second BA students: £8,049 payable in 3 equal instalments in advance on or before the Payment Dates. This sum includes the price of the Services and 1,000 units of electricity supplied during each academic term. Electricity over 1,000 units supplied to the Accommodation during each academic term will in addition be charged at 13p per unit. For the Vacation Period: For all Licensees who are undergraduates: £28.59 per day for a single room or £30.29 per day for an en-suite room.
Payment Dates	Friday 16 October 2026 Friday 22 January 2027 Friday 30 April 2027
All other terms to be as set out in the Accommodation Licence included in the Junior Members' Handbook, which is found under "College Handbook" at: https://www.merton.ox.ac.uk/college-policies	

APPENDIX 4: TARIFF OF POSSIBLE FINES AND CHARGES

In accordance with Regulation 3.4, the Principal of the Postmasters and the Deputy Principal of the Postmasters are empowered to impose reasonable penalties for misconduct, including fines up to and including £250, and to restrict access to College facilities and to impose similar penalties, for example banning Junior Members from attending Bops or withdrawing them from the room ballot. The Principal of the Postmasters and Deputy Principal of the Postmasters may also levy charges to compensate the College for loss or damage or use of administrative time caused by the Junior Member. The cost of rectifying any damage caused may be added to a fine.

Where breaches or non-observance of the Regulations relate solely to a Junior Member's accommodation, the Principal of the Postmasters and Deputy Principal of the Postmasters may levy charges as set out above from the Junior Member as Licensee for any loss or damage or use of administrative time the College suffers as a consequence of a breach of any term of the Licence Agreement.

Keys (see Regulation 13)

Lost Key which is the Junior Member's responsibility, or failure to return room key on request or on departure (this to include incomplete sets on	£47.00 (cost of replacement and administration charge)
Lost Fob which is the Junior Member's responsibility, or failure to return fob on request or on departure (this to include incomplete sets on return –missing tags/labels/fobs removed).	£10.50 (cost of replacement and administration charge)
Obtaining an unauthorised copy of a key or fob or providing a key/ fob for use by an unauthorised person	£75

Library (see Regulation 18)

Overdue books	10p per day per volume accruing to a maximum of £2 per volume for late return or renewal; 50p per volume for ignoring a recall notice, plus £5 (or more at discretion of Librarian) if two recall notices are ignored. 10p a day per overdue DVD accruing to a maximum of £2 per DVD for late return or renewal. Fines will be added to battels in the term in which the fines have been incurred.
Damage to and loss of library items	If the item can be replaced by the Library with another copy of the same edition and format or staff-approved updated edition, the fine will be the full cost (refundable) of replacement plus a non-refundable £10 administration charge. The borrower will receive a copy of the relevant invoice or other proof of cost
	If the item cannot be replaced at reasonable cost or if the necessary edition/format is no longer available, the fine will be a refundable fee of £35 plus a non-refundable £10 administration charge. All replacements will be made by the Library (not the borrower) and determination of what constitutes a replacement or whether an item can be replaced will be determined by library staff.
	If a borrower with items overdue for more than a term does not respond to communications from the Library, the items may be deemed lost and a fine charged. Additionally, library privileges may be withdrawn until the issue is resolved. Library items not returned before a student leaves at the end of their final term will normally be deemed 'lost' and relevant fines will apply.
Infringement of other library rules	£30 and up depending on circumstance

Battels (other than Accommodation Charges)

Late payment (see Regulation 29)	£30 plus interest 3% above UK base rate on the final battels
Bounced cheques	£30

Arrival and Departure

Failure to complete an arrival or departure card (see Regulation 5)	Reasonable administration charge of up to £30
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Disciplinary

Where the matter complained of relates exclusively to the Junior Member's accommodation, the College reserves the right to impose an administration charge for dealing with it which will not exceed the highest fine identified in relation to that behaviour below.

Computer misuse (see Regulation 26)	£30 and up depending on circumstances
Excessive noise/disturbance and unauthorised parties (see Regulation 21)	£30-£75 depending on severity
Antisocial behaviour (e.g. stealing food)	£30-£75 depending on severity
Smoking in areas designated as non-smoking (see Regulation 22)	£30
Health and safety and fire safety breaches e.g. letting off fire alarms in a non-emergency situation, failure to evacuate a building when the fire alarm sounds, storing hazardous substances on College property including fireworks, gas and compressed air cylinders, burning candles, cooking (including toasting) in all areas except designated kitchens, unauthorised barbeques (see Regulation 24)	£15-£250 depending on severity
Security breaches e.g. leaving ground-floor windows open in unattended rooms, propping security doors open, sharing of or negligent use of College keys or fobs	£30-75 depending on severity, plus damages where applicable

Damage to College rooms, premises, grounds, property, including littering and soiling	£30-£250 depending on severity plus costs
Failure to clean up after an event/ gathering, failure to maintain communal facilities in an acceptable condition, unreasonable mess	£30-£150 depending on severity
Leaving personal belongings in rooms during the vacation (see Accommodation Agreement)	Reasonable administration charge up to £30 plus costs

The above list of fines and charges should be regarded as illustrative only, not definitive. The amounts may also be varied depending on aggravating or mitigating circumstances.

The Principal of the Postmasters and Deputy Principal of the Postmasters have discretion to exact other penalties in addition to or instead of fines.

If the Principal of the Postmasters believes that a Junior Member has a case to answer in relation to an incident which would, if proved, require a more severe penalty than the Principal of the Postmasters can impose, the case will be referred to the Disciplinary Panel.

APPENDIX 5: CODE OF PRACTICE ON FREEDOM OF SPEECH

MERTON COLLEGE

CODE OF PRACTICE ON FREEDOM OF SPEECH

1. Approval and Binding Effect

- 1.1. This Code was approved by the Statutes and Bylaws Committee acting by delegation from the Governing Body of Merton College under Statute 2.8 on **29 July 2025**. Revisions to this Code were approved by the Governing Body on **8 November 2025**.
- 1.2. Any amendments to this Code must have the Governing Body's approval.
- 1.3. This Code must be reviewed **annually** by the Governing Body with the advice of the Statutes and Bylaws Committee and the Warden and Tutors' Committee and of such other Boards and College Officers as either Committee or the Governing Body deems appropriate.
- 1.4. This Code does not form part of any contract of employment or contract to provide services and the College may amend it at any time.
- 1.5. All College Members and College Staff are expected to familiarise themselves with this Code. All College Members and College Staff are covered by and must comply with this Code. College Officers and others who are assigned specific duties under this Code have a duty to carry them out.

2. Scope

- 2.1. This Code sets out the College's values and expectations relating to Freedom of Speech and Academic Freedom and how these values and expectations are applied to the College's activities.
- 2.2. The legal duty of universities and constituent institutions in the United Kingdom to protect Freedom of Speech and Academic Freedom is enshrined in the Act. The duty is applied to the College, as a constituent institution of the University, by section A4 of the Act. The College must also comply with the Human Rights Act 1998 and Article 10 of European Convention on Human Rights, and this includes not acting incompatibly with a Convention right, including the right to Freedom of Expression. Academic Freedom is also protected under the Education Reform Act 1988.
- 2.3. Section A4 of the Act confirms that sections A1 to A3 of the Act apply to constituent institutions, and accordingly, references to "the provider" are to be read as references to the constituent institution. Section A1 of the Act, provides inter alia as follows:
 - (1) The governing body of a registered higher education provider must take the steps that, having particular regard to the importance of freedom of speech, are reasonably practicable for it to take in order to achieve the objective in subsection (2).

- (2) That objective is securing freedom of speech within the law for—
 - (a) staff of the provider,
 - (b) members of the provider,
 - (c) students of the provider, and
 - (d) visiting speakers.
- (3) The objective in subsection (2) includes securing that—
 - (a) the use of any premises of the provider is not denied to any individual or body on grounds specified in subsection (4), and
 - (b) the terms on which such premises are provided are not to any extent based on such grounds.
- (4) The grounds referred to in subsection (3)(a) and (b) are—
 - (a) in relation to an individual, their ideas or opinions;
 - (b) in relation to a body, its policy or objectives or the ideas or opinions of any of its members.
- (5) The objective in subsection (2), so far as relating to academic staff, includes securing their academic freedom.

- 2.4. Sub-sections (8) and (9) of section A1 of the Act also require the College, having particular regard to the importance of Freedom of Speech, to take reasonably practicable steps in order to secure that, where a person applies to become a member of academic staff of the provider, the person is not adversely affected in relation to the application because they have exercised their Academic Freedom.
- 2.5. Section A2 of the Act requires the College to maintain a code of practice setting out certain matters related to Freedom of Speech. This Code is the code of practice required by the Act.
- 2.6. Section A3 of the Act requires the College to promote the importance of Freedom of Speech within the law and Academic Freedom for Academic Staff in the provision of higher education.
- 2.7. For the avoidance of doubt, the College is not under any obligation to secure or promote freedom of speech that is not within the law. Freedom of speech within the law is protected. Speech that breaches either criminal or civil law is not protected.

3. Definitions

In this Code the following terms have the following meanings:

Academic Freedom	In relation to Academic Staff of the College, their freedom within the law to question and test received wisdom, and to put forward new ideas and controversial or unpopular opinions, including their opinions about the College, without placing themselves at risk of institutional censorship, losing their jobs or privileges or experiencing a reduction in the likelihood that they would secure a promotion or a different job at the College, as also further provided for in Statute 1.4.
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Academic Staff	Those College Staff-members who are Fellows or Lecturers, or are otherwise engaged by the College for the purpose of teaching or conducting research.
Act	The Higher Education and Research Act 2017 as amended by the Higher Education (Freedom of Speech) Act 2023.
Bylaws	The Bylaws of the College.
Code	This Code of Practice on Freedom of Speech.
College Members	Members of the College as defined in Statute 1.2 except that for the purposes of this Code, "Members" does not include a person who is a member of the College solely because of having been a Junior Member and accordingly does not include those who enjoy membership of the College solely as Life Members under Bylaw V.12.
College Premises	All rooms, corridors, and gardens, whether in the main College precinct, Rose Lane, Holywell, Manor Place, Iffley Road, the Sports Pavilion, the Holywell Meadows, or any other land, buildings, facilities and other property in the possession of, or owned, leased, used, supervised or controlled by the College.
College Staff	Those employed by the College under a contract of employment, including, without limitation, a fixed-term contract, a zero-hours contract, an hourly-paid contract or other type of casual or atypical contract of employment.
College Staff-member	A person employed by the College as part of the College Staff.
Common Rooms	The Junior Common Room and the Middle Common Room of the College as defined in Bylaws V.10 and V.11 respectively.
Event	A meeting or other activity, including protests and demonstrations, held on College Premises, but not including a commercial hire of College Premises or any meetings, activities, or events not held on College Premises.

	This definition includes an online meeting or other activity with a Visiting Speaker which is or which is branded in any way as associated with the College or which uses the College's IT facilities.
Fellow	A person holding any category of Fellowship of the College as defined by Statute 4.2 and Bylaw III.11(a).
Freedom of Speech	Freedom to impart ideas, opinions or information (referred to in Article 10(1) of the Convention as it has effect for the purposes of the Human Rights Act 1998) by means of speech, writing or images (including in electronic form). In relation to Academic Staff of the College, this includes Academic Freedom.
Junior Member	A Junior Member of the College as defined by Statute 6.1, i.e., a person who has been presented by the College for matriculation or who has migrated to the College and is engaged in an approved course of study within the University or who has been admitted to the College to pursue an approved course of study.
Lecturer	A Lecturer appointed for the College by the Warden and Tutors' Committee pursuant to Statute 5.2(c) and Bylaw IV.36(a).
Lesson	Includes a lecture, class, seminar or tutorial.
OfS	The Office for Students.
Proscribed Organisation	Pursuant to the Terrorism Act 2000, section 3(1), an organisation which is listed in Schedule 2 of the Terrorism Act 2000 or operates under the same name as an organisation listed in that Schedule. A list of Proscribed Organisations may be found here: https://www.gov.uk/government/publications/proscribed-terror-groups-or-organisations--2
Statute	One of the College Statutes approved by The Queen-in-Council on 15 July 2015.
Students	Junior Members and persons holding a binding offer to undertake an approved course of study as a Junior Member.

University	The University of Oxford.
Visiting Speaker	A person who has been invited to speak at the College by a Fellow, Lecturer, Junior Member or College Staff-member acting in their capacity as a Fellow, Lecturer, Junior Member or College Staff-member. For the avoidance of doubt, this definition does not include a person who wanted or requested an invitation to speak at the College but was not invited.

4. Values

- 4.1. Freedom of Speech and Academic Freedom are central tenets of College life and must be robustly protected. On this basis, the College operates with a strong presumption in favour of Freedom of Speech and Academic Freedom.
- 4.2. Statute 1.4 requires the Statutes and Bylaws to be construed to give effect to inter alia the following guiding principle: to ensure that members of the College have academic freedom within the law to question and test received wisdom, and to put forward new ideas and controversial or unpopular opinions, without placing themselves in jeopardy of losing their jobs and privileges.
- 4.3. In all its activities, the College seeks to:
 - 4.3.1. secure and promote Academic Freedom and Freedom of Speech within the law;
 - 4.3.2. ensure a very high level of protection for the lawful expression of a viewpoint and for speech in an academic context; and
 - 4.3.3. foster a culture of openness and inclusivity, in which members of the College community engage with each other, and the public, in debate and discussion, remain open to both intellectual challenge and change, and are free to seek, receive and impart lawful views and ideas of all kinds.
- 4.4. Inevitably, this may mean that College Members, Students, and College Staff are confronted with views that some may find unsettling, extreme, or offensive. The College believes that a culture of free, open, and robust discussion can be achieved only if all concerned engage with each other critically but with respect for the dignity of the individual expressing their views. Such an environment is fundamental for creating a diverse culture of intellectual enquiry where a range of views can be heard, challenged and debated.
- 4.5. Within the bounds prescribed by law and subject to the provisions of this Code, all College Members, Students, and College Staff should feel that their voices and views are heard. Wherever possible, they should also be exposed to evidence, questioning, and argument. As an integral part of this commitment, the College will take reasonable steps to facilitate discussion and debate whilst ensuring that all such exchanges happen peacefully, respectfully and within the bounds of the

law. With appropriate regulation of the time, place, and manner of Events, members of the College community should have no reasonable grounds to feel intimidated or censored.

5. Conduct

- 5.1. The College is committed to fostering an inclusive culture which promotes equality, values diversity, and maintains a working, learning, and social environment in which the rights and dignity of all members of the College community are respected. In accordance with the terms of its *Policy and Procedure on Harassment* and its *Sexual Harassment (College Employees) Policy*, the College does not tolerate any form of harassment, bullying, or victimisation and expects all members of the College community, its visitors and contractors to treat each other in a manner which is respectful, courteous, and considerate.
- 5.2. Peaceful protest is a legitimate expression of Freedom of Speech. However, such protest must not shut down debate so as to prevent other people from being heard or from engaging in a Lesson, debate or discussion. The respect which the College expects all members of the College community to demonstrate towards each other is particularly important where it comprises respect for the right of others to exercise Freedom of Speech (including Academic Freedom) within the law.
- 5.3. Complaints about individuals in a College context which involve harassment (e.g. bullying, victimisation, racial or sexual harassment) should be made under the College's *Policy and Procedure on Harassment* or under the *Sexual Harassment (College Employees) Policy*, as appropriate. Other complaints in a College context should be made under the appropriate complaints, grievance, or disciplinary procedures.
- 5.4. Complaints or concerns that arise in the University context (i.e., in the course of University activity or on University premises) should normally be made to the University.
- 5.5. All relevant activities must be risk-assessed and planned in accordance with the College's Health and Safety Policy.
- 5.6. Notwithstanding the generality of the foregoing, the College expects all attendees and speakers (including Visiting Speakers) at Events that fall within the scope of this Code to act in accordance with the law and not to breach the lawful rights of others. On that basis, during the course of any Event held on College Premises in which they participate, attendees and speakers (including Visiting Speakers) must:
 - 5.6.1. observe good order by not acting disruptively, to the extent it shuts down debate (e.g. prevents others from being heard or from engaging in a Lesson, debate or discussion) or disrupts the essential functions of higher education at the College, not using abusive or threatening language, not refusing reasonable requests from the chair or steward or other authorised College Staff-member, and not preventing others from exercising their right to Freedom of Speech within the law;
 - 5.6.2. present ideas and opinions, in particular those that may be contentious or potentially offensive, in the spirit of academic debate, being open to challenge, debate, critique and question; and

- 5.6.3. comply with this Code at all times.
- 5.7. If attendees or speakers (including Visiting Speakers) at an Event infringe the law, the College is entitled to curtail, suspend or end the Event, require the removal of any individual, and may initiate disciplinary proceedings and/or refer the matter to the police (if deemed necessary).
- 5.8. Organisers of Events must take appropriate steps to ensure that this Code and its requirements are drawn to the attention of attendees and Visiting Speakers.

6. Procedures

- 6.1. The College ensures that its teaching, research, policies and procedures reflect its duties to ensure, so far as is reasonably practicable and having particular regard to their importance, Freedom of Speech (including Academic Freedom) within the law. The relevant provisions of this Code therefore apply to the College procedures to be followed by College Members, College Staff, and Students (including Common Rooms, clubs, and societies) that may affect Freedom of Speech and Academic Freedom, including procedures relating to: admission, appointment, reappointment, employment and promotion of College Staff, disciplinary matters, equality, diversity and inclusion, harassment and bullying, information technology, social media, the Prevent duty, principles of curricular design, academic integrity in research, Events with speakers, and codes of conduct and other behaviour policies.
- 6.2. In making any decision under any of the procedures referred to in paragraph 6.1, this Code, or otherwise, or adopting any policy that could directly or indirectly (and positively or negatively) affect Freedom of Speech, the College will take into account:
 - 6.2.1. the importance of Academic Freedom (as required by the Education Reform Act 1988 and the Act);
 - 6.2.2. the requirements of Statute 1.4;
 - 6.2.3. the need to take reasonably practicable steps, having particular regard to the importance of Freedom of Speech, to ensure that Freedom of Speech (including Academic Freedom) within the law is secured as required by the Act;
 - 6.2.4. the rights and freedoms enshrined in the European Convention on Human Rights and incorporated into domestic law by the Human Rights Act 1998;
 - 6.2.5. the Public Sector Equality Duty which requires the College to have due regard to the need to eliminate unlawful discrimination, promote equality of opportunity, and foster good relations between different groups; and
 - 6.2.6. the Counter-Terrorism and Security Act 2015 which requires universities to 'have due regard to the need to prevent people from being drawn into terrorism' (section 26 (1)) and which also provides that 'when carrying out the duty imposed by section 26 (1)', universities 'must have particular regard to the duty to ensure freedom of speech; and to the importance of academic freedom'; and

- 6.2.7. other legal or regulatory requirements that the College is subject to which may be relevant in particular cases.
- 6.3. Any breach of this Code may lead to disciplinary action being taken under the appropriate College procedure (including Statute IX and Bylaw VIII for Fellows and others to whom they apply, staff disciplinary procedures for other Staff, or Bylaw XI B for Junior Members).
- 6.4. Complaints that the College has breached its duties in relation to Freedom of Speech under the Act:
 - 6.4.1. may be raised by any of the individuals identified in paragraphs 2.3(2) and 2.4 above;
 - 6.4.2. may also be brought by a person who was formerly within one of those categories, where their complaint relates to events which occurred while they had that status and which impacted them in that capacity;
 - 6.4.3. must be brought using the appropriate procedure for raising such complaints, as follows:
 - 6.4.3.1. complaints by College Staff-members which are related to other complaints and/or form part of an existing complaint must be raised within the procedure associated with those other complaints;
 - 6.4.3.2. complaints by Junior Members which are related to other complaints and/or form part of an existing complaint, must be raised within the procedure associated with those other complaints (e.g., the Junior Members' Complaints Procedure or the Harassment Procedure);
 - 6.4.3.3. other complaints not within paragraphs 6.4.3.1 and 6.4.3.2 must be raised under the Freedom of Speech Complaints Procedure.
- 6.5. On receipt of any such complaint, the College will consider the most appropriate procedure to be followed, in consultation with the Dean and Keeper of the Statutes and the complainant, and in some cases it may refer the matter to be considered under a different procedure which it considers more appropriate.
- 6.6. The OfS has confirmed its intention to operate a Freedom of Speech complaints scheme. While not yet in force, it will enable the OfS to consider in its discretion complaints about Freedom of Speech from College Members, College Staff, applicants for posts on the Academic Staff and (actual or invited) Visiting Speakers. Students will continue to have access to The Office of the Independent Adjudicator complaints scheme.

7. Events

- 7.1. The Act requires that this Code set out procedures to be followed in connection with the organisation of meetings and other activities held on College Premises. The definition of "Events" in section 3 above includes "meetings" and "other activities" held on College Premises.
- 7.2. Through the implementation of this Code, the College takes reasonably practicable steps to ensure that Freedom of Speech within the law is secured within its

community and that the use of College Premises is not inappropriately denied to any of the persons listed in paragraphs 2.3(2) and 2.4 above on any ground connected with their lawful beliefs or views or the policy or objectives of a body of which they are a member and that the terms on which College Premises are provided are not based on such a ground.

- 7.3. The College acts in a risk-based and proportionate manner and will always aim to allow an Event to go ahead provided that it is within the law and does not pose unacceptable risks to individuals, and the College will work with the organisers towards this goal. Cancellation of Events is undesirable and should be exceptional.
- 7.4. College Members, Junior Members (including Common Rooms and clubs and societies) and College Staff who are organising Events or are responsible for administering bookings of College Premises are responsible for assessing those Events in the context of this Code and other relevant College policies and for following the relevant procedures outlined in this Code.
- 7.5. The procedure in section 8 must be followed in all cases where there are concerns that an Event may:
 - 7.5.1. give rise to an environment in which people will experience, or could reasonably fear, discrimination, harassment, intimidation, verbal abuse or violence, particularly (but not exclusively) on account of their age, disability, gender reassignment, marriage or civil partnership, pregnancy, maternity, race, religion or belief, sex or sexual orientation; and/or
 - 7.5.2. pose a risk to the safety of those lawfully on College premises; and/or
 - 7.5.3. prompt a risk to public safety or public order; and/or
 - 7.5.4. impact on the College's ability to comply with its legal or regulatory requirements; and/or
 - 7.5.5. involve the discussion or presentation of controversial or polarising views or topics, may attract protest or demonstration, or may give rise to press interest; and/or
 - 7.5.6. limit or have an adverse impact on the essential functions of higher education (i.e. learning, teaching, research, or the College's resources necessary for these functions).
- 7.6. The procedure in section 8 must also be followed whenever Junior Members, Common Rooms, and clubs and societies organise an Event.
- 7.7. If organisers of an Event are in any doubt, have any questions or need further information, they are encouraged to discuss the situation and the proposed Event with the Domestic Bursar in the first instance, and then seek advice, as appropriate, from the Principal of the Postmasters and the Head Porter. The Domestic Bursar and/or Principal of the Postmasters may also require that advice be taken from other College Officers and/or from the University Security Services.
- 7.8. No Event which a College Member, Junior Member, Common Room, College club or society, or College Staff-member is proposing to be held on College Premises may be refused or cancelled or altered as a result of the beliefs or views or the policy

or objectives of any of the persons listed at paragraphs 2.3(2) or 3.3 above except after consideration by the Principal of the Postmasters or Domestic Bursar, as the case may be, in consultation with the Dean and Keeper of the Statutes.

8. Procedure for Events

- 8.1. In the context of this Code, the Principal of the Postmasters and the Domestic Bursar are respectively entrusted with the duty to assess the implications of Events formally referred to them and to act in accordance with the College's legal responsibilities, including the conduct and procedures set out in this Code.
- 8.2. Permission for an Event organised by a Junior Member or a Common Room or by clubs and societies must be requested from the Deputy Principal of the Postmasters in accordance with the regulations for holding Events set out in the Junior Members' Handbook.
 - 8.2.1. If the proposed Event gives the Deputy Principal of the Postmasters any concern as to the matters set out in paragraph 7.5.1 to 7.5.6 or as to the matters set out in paragraphs 8.5.1 or 8.5.2, the Deputy Principal of the Postmasters must refer the matter to the Principal of the Postmasters.
 - 8.2.2. A matter referred to the Principal of the Postmasters under paragraph 8.2.1 above must be assessed by the Principal of the Postmasters who must consult with the Domestic Bursar and the Dean and Keeper of the Statutes.
 - 8.2.3. The starting presumption when assessing a particular Event is that the Event should be permitted to take place unless there are compelling and exceptional reasons for it not to proceed. As part of this assessment and having particular regard to the importance of Freedom of Speech, it will be necessary to balance the promotion and protection of Freedom of Speech within the law with other legal duties as outlined in this Code.
- 8.3. Permission for any other Event which falls within paragraph 7.5 above must be obtained from the Domestic Bursar.
 - 8.3.1. When permission is requested, the case must be assessed by the Domestic Bursar who must consult with the Dean and Keeper of the Statutes.
 - 8.3.2. The starting presumption when considering a particular Event is that the Event should be permitted to take place unless there are compelling and exceptional reasons for it not to proceed. As part of this assessment and having particular regard to the importance of Freedom of Speech, it will be necessary to balance the promotion and protection of Freedom of Speech within the law with other legal duties as outlined in this Code.
- 8.4. The lawful expression of controversial or unpopular views does not in itself constitute reasonable grounds for withholding permission for an Event.
- 8.5. In cases referred to the Principal of the Postmasters under paragraph 8.2 or to the Domestic Bursar under paragraph 8.3:
 - 8.5.1. As required by section 12 of the Terrorism Act 2000, the Principal of the Postmasters and the Domestic Bursar respectively must not give permission to hold an Event where it is known or reasonably believed that:

- 8.5.1.1. the Event is being organised to support a Proscribed Organisation or to further the activities of a Proscribed Organisation; and/or
- 8.5.1.2. the proposed speaker belongs to, or professes to belong to, a Proscribed Organisation; and/or
- 8.5.1.3. the proposed speaker will use the Event to encourage support for, or to further the activities of, a Proscribed Organisation.
- 8.5.2. In exceptional circumstances, it may be reasonable to refuse permission for an Event where the Principal of the Postmasters or the Domestic Bursar respectively reasonably believes (from the nature of the speakers or from similar activities in the past whether held at the College or otherwise) that:
 - 8.5.2.1. the views likely to be expressed and/or are expressed by any speaker are contrary to the law; and/or
 - 8.5.2.2. the intention of any speaker is likely to be to incite breaches of the law or to intend breaches of the peace to occur; and/or
 - 8.5.2.3. the Event is likely to include the expression of viewpoints that are reasonably believed to be highly controversial and/or offensive and the organisers or speakers will not permit contrary or opposing viewpoints to be held or expressed; and/or
 - 8.5.2.4. the views likely to be expressed by any speaker are for the promotion of any illegal organisation or purpose, including Proscribed Organisations; and/or
 - 8.5.2.5. it is in the interest of public safety, the prevention of disorder, or the prevention of crime, that the Event does not take place; and/or
 - 8.5.2.6. it will disrupt or prevent an essential function of higher education at the College (i.e. teaching, learning, research, and the administrative functions and resources that these require), and there are no suitable reasonable restrictions or conditions that can be put in place to reduce such disruption.
- 8.5.3. If the Principal of the Postmasters under paragraph 8.2 or the Domestic Bursar under paragraph 8.3 is reasonably satisfied that the otherwise lawful expression of views at an Event is likely to give rise to disorder, threats to the safety of participants or the wider College community, disrupt or prevent an essential function of higher education at the College, or to other material risks:
 - 8.5.3.1. they must respectively determine what necessary steps must be taken to ensure the safety of all persons and the security of College Premises, to limit any disruption to an essential function of higher education at the College, and to address any other identified risks; but
 - 8.5.3.2. the Principal of the Postmasters must make their determination under this paragraph in consultation with the Domestic Bursar.

- 8.5.4. Necessary steps under paragraph 8.5.3.1 might include postponing or relocating an Event or imposing other conditions on the time, place or manner of expression. The College will use all reasonable efforts to ensure that such measures go no further than is necessary to address the identified risks and are viewpoint-neutral. Other conditions in relation to an Event can include (but are not limited to) the following:
- 8.5.4.1. putting in place measures to ensure that opposing views can be put forward at the Event and for the proper management of the Event;
 - 8.5.4.2. making arrangements for a suitable College Staff-member to chair and/or manage the Event to ensure that Freedom of Speech is secured;
 - 8.5.4.3. ticketing an Event or putting in measures to check the identity of persons attending the Event;
 - 8.5.4.4. ensuring that Events have appropriate security staff and stewards (see also paragraphs 8.8 to 8.10 below);
 - 8.5.4.5. determining the time and location on the College Premises of the Event.
- 8.5.5. Where conditions are imposed on the holding of an Event, the responsibility for fulfilling them rests with the organisers of the Event.
- 8.5.6. The Principal of the Postmasters or the Domestic Bursar (as applicable) may consult with other College Officers, the police or other relevant third parties and organisations as appropriate in order to determine whether and how any identified risks can be mitigated.
- 8.5.7. In the exceptional circumstance that the Principal of the Postmasters or the Domestic Bursar (as applicable) considers that the risks cannot be mitigated by the imposition of conditions, or the organiser(s) or speaker(s) refuse(s) to comply with the imposed conditions, the Principal of the Postmasters or the Domestic Bursar (as applicable) has the right to cancel the Event and may do so even if the relevant College procedure has not been exhausted.
- 8.6. The Principal of the Postmasters and the Domestic Bursar will promptly communicate to the organisers of an Event their respective decisions about it and will without undue delay set out the reasons for that decision and any conditions or restrictions that are required in order to permit the Event to take place (if applicable).
- 8.7. If any of the individuals listed in paragraphs 2.3(2) and 2.4 above is dissatisfied with the decision of the Principal of the Postmasters or the Domestic Bursar about an Event they may refer the matter to be considered under the relevant complaints procedure set out in paragraph 6.4 above.
- 8.8. Except in the exceptional circumstances set out in paragraphs 8.8.1 and 8.8.2 below, the use of College Premises by any individual or body for an Event will not be on terms that require the individual or body to bear some or all of the costs of security relating to their use of College Premises for that Event. This means that in most cases, the College will cover the costs of security for using College Premises for an Event falling under this Code. For the avoidance of doubt, any

request to pay security costs will not be influenced by the ideas or opinions of any individual involved or speaking at an Event.

- 8.8.1. The College will not cover the costs of security for using College Premises where:
 - 8.8.1.1. a Visiting Speaker could reasonably be expected to have their own security because of the political or state office they hold;
 - 8.8.1.2. the individual using College Premises does not fall within the categories set out in paragraph 2.3(2) above.
- 8.8.2. In cases not falling within paragraph 8.8.1, the College will cover the costs of security up to £2,000. It will always pass on costs of security above the first £2,000 where these arise.
- 8.9. In the exceptional event that security costs are to be passed on to the individual or body using College Premises for an Event, the College will supply that individual or body with a clear written summary of its calculation of the expected security cost and an explanation for this calculation.

9. Recording and reporting

- 9.1. The Principal of the Postmasters and the Domestic Bursar must keep a record of all decisions made under this Code.
 - 9.1.1. If permission was refused for an Event they must record the reasons given for refusing permission.
 - 9.1.2. If conditions or restrictions were required in order to permit an Event to take place, they must record the conditions or restrictions that were required and the reasons given for requiring them.
- 9.2. The Principal of the Postmasters and the Domestic Bursar must submit a report to the Governing Body in Trinity Term each year setting out for that year the number of Events for which permission was given under this Code and the other information of which a record is required to be kept under paragraphs 9.1.1 and 9.1.2.

MERTON COLLEGE

FREEDOM OF SPEECH COMPLAINTS PROCEDURE

1. Approval

- 1.1. This Procedure was approved by the Statutes and Bylaws Committee acting by delegation from the Governing Body of Merton College under Statute 2.8 on **29 July 2025**. Revisions to this Procedure were by the Governing Body on **8 November 2025**.
- 1.2. Any amendments to this Procedure must have the Governing Body's approval.

2. Scope

- 2.1. This Procedure provides for the determination of Qualifying Complaints against the College by Eligible Complainants for breaches of its Freedom of Speech Duties where another College procedure does not apply.
- 2.2. Complaints by College Staff-members which are related to other complaints and/or form part of an existing complaint must be raised within the procedure associated with those other complaints.
- 2.3. Complaints by Junior Members which are related to other complaints and/or form part of an existing complaint, must be raised within the procedure associated with those other complaints (e.g., the Junior Members' Complaints Procedure or the Harassment Procedure).
- 2.4. Other complaints by Eligible Complainants must be raised using this Procedure.

3. Definitions

In this Procedure the following terms have the following meanings:

Academic Freedom	In relation to Academic Staff of the College, their freedom within the law to question and test received wisdom, and to put forward new ideas and controversial or unpopular opinions, including their opinions about the College, without placing themselves at risk of institutional censorship, losing their jobs or privileges or experiencing a reduction in the likelihood that they would secure a promotion or a different job at the College, as also further provided for in Statute 1.4.
Academic Staff	Those College Staff-members who are Fellows, Lecturers, or are otherwise engaged by the College for the purpose of teaching or conducting research.
Act	The Higher Education and Research Act 2017 as amended by the Higher Education (Freedom of Speech) Act 2023.

Bylaws	The Bylaws of the College.
Code	The College's Code of Practice on Freedom of Speech.
College Members	Members of the College as defined in Statute 1.2 except that for the purposes of this Code, "Members" does not include a person who is a member of the College solely because of having been a Junior Member and accordingly does not include those who enjoy membership of the College solely as Life Members under Bylaw V.12.
College Officer	A person appointed to hold an office in the College for which provision is made under Statute 5.2 and Bylaw IV.1.
College Staff	Those employed by the College under a contract of employment, including, without limitation, a fixed-term contract, a zero-hours contract, an hourly-paid contract or other type of casual or atypical contract of employment.
College Staff-member	A person employed by the College as part of the College Staff.
Complainant	A person raising a Complaint.
Complaint	A complaint raised or purportedly raised under this Procedure (whether or not it is subsequently assessed to be a Qualifying Complaint).
Decision	The written record of the Decision-Maker's determination which is to be sent to the Complainant under paragraph 11.1.
Decision-Maker	The Sub-Warden or (if the Sub-Warden is unavailable or directly involved in the subject of the Complaint) another Fellow appointed by the Warden or by the Chair of the Audit Committee (if the Warden is unavailable to make the appointment or is directly involved in the subject of the Complaint).
Eligible Complainant	A Complainant who satisfies the criteria in paragraph 5 below.

Fellow	A person holding any category of Fellowship of the College as defined by Statute 4.2 and Bylaw III.11(a).
Freedom of Speech	Freedom to impart ideas, opinions or information (referred to in Article 10(1) of the Convention as it has effect for the purposes of the Human Rights Act 1998) by means of speech, writing or images (including in electronic form). In relation to Academic Staff of the College, this includes Academic Freedom.
Freedom of Speech Duties	The duties under the Act set out in paragraph 4.2.
Internal Review	The internal review of a Decision, as provided under paragraph 12.
Internal Reviewer	The person convening an Internal Review Panel.
Internal Review Decision	The written record of the Internal Review Panel's determination which is to be sent to the Complainant by an Internal Reviewer under paragraph 12.7.
Internal Review Panel	A panel convened by the Internal Reviewer consisting of the Internal Reviewer (chair and convener) and two Fellows of the College enlisted by the Internal Reviewer who have had no involvement in the Complaint.
Internal Review Request	A request for an Internal Review made under paragraph 12.1.
Junior Member	A Junior Member of the College as defined by Statute 6.1, i.e., a person who has been presented by the College for matriculation or who has migrated to the College and is engaged in an approved course of study within the University or who has been admitted to the College to pursue an approved course of study.
Lecturer	A Lecturer appointed for the College by the Warden and Tutors' Committee pursuant to Statute 5.2(c) and Bylaw IV.36(a).
OIA	The Office of the Independent Adjudicator.

OfS	The Office for Students.
this Procedure	This Freedom of Speech Complaints Procedure
Qualifying Complaint	A Complaint that meets the criteria set out in paragraph 6.
Statute	One of the College Statutes approved by The Queen-in-Council on 15 July 2015.
Students	Junior Members and persons holding a binding offer to undertake an approved course of study as a Junior Member.
University	The University of Oxford.
Visiting Speaker	A person who has been invited to speak at the College by a Fellow, Lecturer, Junior Member or College Staff-member acting in their capacity as a Fellow, Lecturer, Junior Member or College Staff-member. For the avoidance of doubt, this definition does not include a person who wanted or requested an invitation to speak at the College but was not invited.
Working-days	Days other than: Saturdays, Sundays, Bank Holidays in England and Wales, or days within the College's Christmas or Easter closures.

4. Freedom of Speech Duties

- 4.1. The legal duty of universities and constituent institutions in the United Kingdom to protect Freedom of Speech and Academic Freedom is enshrined in the Act.
- 4.2. The duties which are the subject of this Procedure are set out in section A1 of the Act as follows:
 - (1) The governing body of a registered higher education provider must take the steps that, having particular regard to the importance of freedom of speech, are reasonably practicable for it to take in order to achieve the objective in subsection (2).
 - (2) That objective is securing freedom of speech within the law for—
 - (a) staff of the provider,
 - (b) members of the provider,

- (c) students of the provider, and
 - (d) visiting speakers.
- (3) The objective in subsection (2) includes securing that—
- (a) the use of any premises of the provider is not denied to any individual or body on grounds specified in subsection (4), and
 - (b) the terms on which such premises are provided are not to any extent based on such grounds.
- (4) The grounds referred to in subsection (3)(a) and (b) are—
- (a) in relation to an individual, their ideas or opinions;
 - (b) in relation to a body, its policy or objectives or the ideas or opinions of any of its members.
- (5) The objective in subsection (2), so far as relating to academic staff, includes securing their academic freedom.
- (6) In this Part, “academic freedom”, in relation to academic staff at a registered higher education provider, means their freedom within the law—
- (a) to question and test received wisdom, and
 - (b) to put forward new ideas and controversial or unpopular opinions, without placing themselves at risk of being adversely affected in any of the ways described in subsection (7).
- (7) Those ways are—
- (a) loss of their jobs or privileges at the provider;
 - (b) the likelihood of their securing promotion or different jobs at the provider being reduced.
- (8) The governing body of a registered higher education provider must take the steps that, having particular regard to the importance of freedom of speech, are reasonably practicable for it to take in order to achieve the objective in subsection (9).
- (9) That objective is securing that, where a person applies to become a member of academic staff of the provider, the person is not adversely affected in relation to the application because they have exercised their freedom within the law to do the things referred to in subsection (6)(a) and (b).
- (10) In order to achieve the objective in subsection (2), the governing body of a registered higher education provider must secure that, apart from in exceptional circumstances, use of its premises by any individual or body is not on terms that require the individual or body to bear some or all of the costs of security relating to their use of the premises.

- (11) In order to achieve the objective in subsection (2), the governing body of a registered higher education provider must secure that the provider does not enter into a non-disclosure agreement with a person referred to in that subsection in relation to a relevant complaint made to the provider by the person (and if such a non-disclosure agreement is entered into it is void).

5. Eligible Complainants

- 5.1. A Complaint that the College has breached its Freedom of Speech Duties may be raised by any of the following:
- 5.1.1. College Members;
 - 5.1.2. Students;
 - 5.1.3. College Staff-members;
 - 5.1.4. Applicants to join the Academic Staff; and
 - 5.1.5. Visiting Speakers.
- 5.2. Complaints may also be raised by a person who was formerly within one of the categories listed in paragraph 5.1 above, if their Complaint relates to an event which occurred while they were still within that category and which affected them in that capacity.

6. Qualifying Complaints and Other College Procedures

- 6.1. A Complaint will qualify to be considered under this Procedure as a Qualifying Complaint if it:
- 6.1.1. was raised by an Eligible Complainant;
 - 6.1.2. alleges that the Eligible Complainant has suffered adverse consequences as a result of action or inaction by the College;
 - 6.1.3. alleges that or gives rise to the question whether the College's action or inaction was a breach of one or more of the Freedom of Speech Duties;
 - 6.1.4. the alleged breach occurred after 1 August 2025; and
 - 6.1.5. should not more appropriately be considered under a different College procedure (as outlined in paragraphs 6.3 and 6.4 below).
- 6.2. There is no right to make a Complaint under this Procedure about matters of academic judgement.
- 6.3. Complaints by College Staff-members which are related to other complaints and/or form part of an existing complaint must be raised within the procedure associated with those other complaints.
- 6.4. Complaints by Junior Members which are related to other complaints and/or form part of an existing complaint, must be raised within the procedure associated with

those other complaints (e.g., the Junior Members' Complaints Procedure or the Harassment Procedure).

7. Informal Resolution

- 7.1. Before making a Complaint under this Procedure, an intending Complainant should consider taking steps to resolve the matter informally. This might include discussing the matter with College Officers responsible for the matters which are the subject of the intended Complaint.
- 7.2. If informal resolution is not appropriate or has been unsuccessful, the Complainant may submit their Complaint for determination by the Decision-Maker.

8. Making a Complaint

- 8.1. A Complainant must send a written Complaint to sub-warden@merton.ox.ac.uk. The subject-line of the email must be marked "Freedom of Speech Complaint" and the email must be marked urgent.
- 8.2. Complainants making a joint Complaint must nominate one of the Complainants to be their representative for the purposes of this Procedure.
- 8.3. Any Complaint must be made as soon as possible and at the latest within forty Working-days of the alleged breach or conduct complained of.
- 8.4. Within five Working-days of receipt of a Complaint, the Decision-Maker must write to the Complainant to acknowledge receipt and identify themselves as the Decision-Maker.
- 8.5. After receipt of a Complaint, the Decision-Maker must consider whether this Procedure is the most appropriate to be followed, in consultation with the Dean and Keeper of the Statutes and the Complainant, and may refer the matter to be considered under a different procedure which the Decision-Maker considers more appropriate. If the Decision-maker determines that this Procedure is the most appropriate to be followed, the Decision-Maker shall conduct an initial assessment of the Complaint in accordance with paragraphs 10.2 and 10.3 below.
- 8.6. In very exceptional circumstances the Decision-Maker may decide to use this Procedure to deal with a Complaint even if the Complaint includes concerns that would otherwise ordinarily have fallen under another College procedure, for example where the dominant allegation relates to an alleged breach of Freedom of Speech Duties and other matters raised are ancillary or minor. The overriding principle in determining the appropriate procedure will be to deal with the matter as fairly and proportionately as possible.

9. Interim measures

- 9.1. If the Decision-Maker considers it appropriate to reduce the risk of harm arising from the alleged breach they may impose appropriate interim measures pending determination of the Complaint under this Procedure.
- 9.2. When deciding whether or not to impose an interim measure, the Decision-Maker must also take into account all relevant circumstances, including the impact of the measure on the College or any other person.

10. Investigation

- 10.1. Complaints under this Procedure must be determined on paper without an oral hearing.
- 10.2. The Decision-Maker must decline to consider a Complaint if in their sole discretion and acting reasonably they decide that:
 - 10.2.1. it is malicious, vexatious, frivolous, or obviously unmeritorious – the starting presumption is that lawful viewpoints expressed in a lawful manner should not be unnecessarily considered as a Complaint; and/or
 - 10.2.2. it is not a Qualifying Complaint; and/or
 - 10.2.3. the Complainant is not an Eligible Complainant.
- 10.3. The Decision-Maker should usually decline to consider a Complaint if:
 - 10.3.1. the Complaint is received more than forty Working-days after the alleged breach or conduct complained of, unless there are mitigating factors that reasonably explain any delay; and/or
 - 10.3.2. the matters in dispute are currently being considered or have been decided by an external body with jurisdiction (such as the OfS, OIA, a court or a tribunal); and/or
 - 10.3.3. the substantive issues have already been considered under another procedure (including, for example, a grievance, disciplinary, or complaint procedure).
- 10.4. If the Decision-Maker has declined to consider a Complaint on the grounds set out in paragraphs 10.2 and 10.3 above:
 - 10.4.1. the Decision-Maker must notify the Complainant promptly of such decision and outline the reasons for that decision, and must include the matters set out in paragraphs 11.2 and 11.3 below;
 - 10.4.2. the Complainant may request an Internal Review under paragraph 12 and for that purpose “Decision” in paragraph 12 is to be understood as including a decision under this paragraph.
- 10.5. Except when a Decision-Maker has declined to consider a Complaint on the grounds set out in paragraphs 10.2 and 10.3 above, they must:
 - 10.5.1. send details of the Complaint to anyone whom they determine to be relevant and request that the individual responds in writing within ten Working-days (if applicable); and
 - 10.5.2. take any other steps they consider necessary to investigate and determine the Complaint. This could include interviewing relevant parties and seeking advice from qualified individuals where required.

- 10.6. If a Complainant withdraws a Complaint the Decision-Maker may nonetheless decide to continue the investigation if in their sole discretion they decide that it is appropriate and fair to do so.

11. Decision

- 11.1. The Decision-Maker must record their determination in writing, including any directions and/or recommendations they are making (if applicable), and the reasons for it and must send a copy of their Decision to the Complainant(s) within thirty Working-days of acknowledging the Complaint in accordance with paragraph 8.4 above.
- 11.2. The Decision must also set out sources of support and advice for the Complainant where relevant, including such support and advice available for College Members and College Staff-members (as applicable).
- 11.3. The Decision must also explain that:
- 11.3.1. the Complainant has the option to request an Internal Review;
- 11.3.2. the conclusion of an Internal Review (if applicable) will be the end of the College's procedures and that after the conclusion of that process, the Complainant will have the right either (if they are a Junior Member) to seek review by the OIA or (if they are not a Junior Member) to complain to the OfS once the OfS has instituted its complaints scheme.

12. Internal Review

- 12.1. Complainants who wish to request an Internal Review must send a written request to warden@merton.ox.ac.uk within five Working-days of receipt of the Decision. The subject-line of the email must be marked "Freedom of Speech Complaint – Internal Review" and the email must be marked urgent. The Internal Review Request must identify the precise basis on which the Complainant takes issue with the Decision.
- 12.2. Complainants jointly requesting an Internal Review must nominate one of the Complainants to be their representative for the purposes of the Internal Review.
- 12.3. The Internal Reviewer is the Warden or (if the Warden is unavailable or the subject of the Complaint) a Fellow appointed by the Chair of the Audit Committee.
- 12.4. Within five Working-days after receipt of the Internal Review Request, the Internal Reviewer must write to the Complainant to acknowledge it and identify themselves as the Internal Reviewer.
- 12.5. The Internal Reviewer must convene an Internal Review Panel as soon as possible after receipt of the Internal Review Request. The Internal Review Panel must meet as often as necessary to complete the Internal Review which must be completed within twenty Working-days of the date on which the Warden received the Internal Review Request.
- 12.6. Internal Reviews must be determined by the Internal Review Panel on paper without any oral hearing on the basis of the material that was before the Decision-

Maker. The Internal Review Panel must notify relevant individuals that an Internal Review has been requested.

- 12.7. The Internal Review Panel must record its determination, including any directions and/or recommendations it is making, and the reasons for it in writing and the Internal Reviewer must send a copy of the Internal Review Decision to the Complainant within twenty Working-days of receipt by the Warden of the request for an Internal Review. Where the Complainant is a Junior Member, a copy of the Internal Review Decision must also be sent to the Dean and Keeper of the Statutes to enable the preparation of a Completion of Procedures Letter.
- 12.8. The Internal Review Decision must include the matters set out at paragraphs 11.2 and 11.3.2 above.

13. General

- 13.1. All parties involved in a Complaint must act reasonably and fairly towards one another and must respect this Procedure. Any investigation or Internal Review must be concluded as rapidly as is reasonably practicable and compatible with the interests of justice.
- 13.2. Anyone who has been directly involved with the subject-matter of the Complaint must not be involved in decision-making under this Procedure.
- 13.3. Time-limits in this Procedure or imposed by the Decision-Maker as part of their investigation must be observed by all parties. The Decision-Maker or (in respect of an Internal Review) the Internal Reviewer may extend a time-limit where it is necessary to do so in order to ensure a fair outcome (e.g. because of illness or holidays).
- 13.4. Complaints must be dealt with confidentially. The College will need to share information about the Complaint on a confidential basis, including with third parties, where it is necessary to do so to ensure a fair investigation, in the course of a subsequent procedure involving the same subject-matter, and/or to perform its legal and other responsibilities. Personal data will be processed in accordance with the College's relevant privacy notice and the law.

14. Promoting good practice

- 14.1. The Warden's Office must keep a record of all Complaints received by the College and the Sub-Warden must submit a report to the Governing Body in Trinity Term each year setting out for that year:
 - 14.1.1. an overview of the Complaints received, their subject matter, and how they were resolved; and
 - 14.1.2. any recommendations or learnings arising from them to improve this Procedure or the College's compliance with the Freedom of Speech Duties.

15. OfS Complaints Scheme

- 15.1. The OfS has confirmed its intention to operate a Freedom of Speech complaints scheme. Under that scheme, the OfS will have the power to consider complaints at its discretion about Freedom of Speech from some College Members, College

Staff-members, applicants for posts on the Academic Staff and (actual or invited) Visiting Speakers.

15.2. The OfS complaints scheme is not yet operational.

APPENDIX 6: POLICY ON HARASSMENT, BULLYING AND VICTIMISATION

MERTON COLLEGE

POLICY ON HARASSMENT, BULLYING, AND VICTIMISATION

PART A: INTRODUCTION

1. Approval and Binding Effect

- 1.1. This Policy was **approved** by the Governing Body of Merton College on **22 June 2026**.
- 1.2. This Policy consists of five Parts:
 - Part A: Introduction
 - Part B: Definitions
 - Part C: Harassment, Bullying, and Victimisation
 - Part D: Examples
 - Part E: Complaints Procedure
- 1.3. Any amendments to this Policy must be approved by the Governing Body. This Policy must be reviewed **annually** by the Governing Body with the advice of the Statutes and Bylaws Committee in consultation with such other Boards and College Officers as the Statutes and Bylaws Committee or the Governing Body deems appropriate.
- 1.4. This Policy does not form part of any contract of employment or contract to provide services, and the College may amend it at any time.
- 1.5. All College Members and Staff are covered by and must comply with this Policy. Members of Common Room, MCR Associates, Choral Exhibitioners, and Organ Exhibitioners are covered by it and must comply with it as if they were College Members. Visiting Scholars appointed under Bylaw VI.13(a) and those on whom the honorary title of Lecturer has been conferred under Bylaw IV.36(b) are covered by it and must comply with it as if they were Staff Members.
- 1.6. Attention is also drawn to the fact that some Staff Members are also College Members, e.g. Tutors or other College Officers who are also Fellows.
- 1.7. All College Members and Staff must familiarise themselves with this Policy. Members of the Governing Body and those in positions of authority within the College, such as College Officers, Heads of Department, and all other managers, have a duty to implement this Policy and to make every effort to ensure that the conduct prohibited by this Policy does not occur in the activities for which they are responsible and that, if they do occur, any concerns are taken seriously and dealt with appropriately under this Policy and its Complaints Procedures.

2. Scope

- 2.1. This Policy covers Harassment, Bullying, or Victimisation that occurs in the College Context. The College does not tolerate Harassment, Bullying, or Victimisation.

- 2.2. Incidents that occur outside the College Context may, if they involve members of the University or another College, fall within the University's relevant procedures or the relevant procedures of that other College.
- 2.3. The College is committed to fostering an inclusive culture which promotes equality, values diversity and maintains a working, learning and social environment in which the rights and dignity of all members of the College community are respected. The College seeks to ensure that it provides a safe and supportive environment for all College Members and a safe and supportive working environment for all Staff.
- 2.4. All College Members and Staff are entitled to be treated with dignity and respect: this includes freedom from Harassment, Bullying, and Victimisation, and access to redress if Harassment, Bullying, or Victimisation occurs. All College Members and all Staff have a personal responsibility for treating others with dignity and respect and for discouraging Harassment and Victimisation by making it clear that such behaviour is unacceptable.
- 2.5. The College is also required by law specifically to take reasonable steps to prevent the Sexual Harassment of all Staff, which is unlawful under the Equality Act 2010.
- 2.6. The aims of the College as reflected in this Policy are to:
 - 2.6.1. promote a positive environment in which people are treated fairly and with respect;
 - 2.6.2. make it clear that Harassment, Bullying, and Victimisation are unacceptable, recognising that such conduct may cause physical and/or emotional harm, and that all College Members and Staff have a role to play in creating an environment free from Harassment, Bullying, and Victimisation;
 - 2.6.3. provide a framework of support for College Members and Staff who believe they have been subject to Harassment, Bullying, or Victimisation; and
 - 2.6.4. provide procedures by which complaints about Harassment, Bullying, or Victimisation can, wherever possible, be addressed appropriately and in a timely way.
- 2.7. The College expects visitors and guests to behave with respect, courtesy, and consideration for College Members, Staff, and one another. Visitors or guests who Harass, Bully, abuse, or threaten College Members or Staff may be required to leave College premises and may be reported to the police.

3. Freedom of Speech and Academic Freedom

- 3.1. Freedom of Speech and Academic Freedom are central tenets of College life and must be robustly protected. On this basis, the College operates with a strong presumption in favour of Freedom of Speech and Academic Freedom.
 - 3.1.1. In all its activities, the College seeks to: secure and promote Freedom of Speech and Academic Freedom; ensure a very high level of protection for the lawful expression of a viewpoint and for speech in an academic context; and foster a culture of openness and inclusivity, in which members of the College community engage with each other, and the public, in debate and discussion,

remain open to both intellectual challenge and change, and are free to seek, receive and impart lawful views and ideas of all kind.

- 3.1.2. Inevitably, this may mean that College Members (including Junior Members) and Staff are confronted with views that some may find unsettling, extreme, or offensive. The College believes that a culture of free, open, and robust discussion can be achieved only if all concerned engage with each other critically but with respect for the dignity of the individual expressing their views. Such an environment is fundamental for creating a diverse culture of intellectual enquiry where a range of views can be heard, challenged and debated.
- 3.1.3. The definitive and up-to-date statement of the College's approach to Academic Freedom and Freedom of Speech is set out in its **Code of Practice on Freedom of Speech**.

PART B

DEFINITIONS

4. In this Policy, the Common Definitions set out in the table below have the meanings there assigned to them. Part E also contains definitions applicable specifically to Part E.
5. In this table, the definitions of Bullying, Harassment, Sexual Harassment, and Victimisation have been placed first. The other Common Definitions are set out thereafter in alphabetical order.

Bullying	Conduct which may be characterised as either unwanted behaviour towards another that is intimidating, malicious, or insulting or an abuse or misuse of power that undermines, humiliates, or causes physical or emotional harm to another. Part D contains examples of behaviour that might amount to Bullying.
Harassment	Conduct unwanted by the recipient(s) or object(s) of it within one or more of the following categories: A. A Course of Conduct which amounts to harassment; and in this context, harassment includes Stalking. B. Sexual Harassment. C. Conduct relating to a person's Protected Characteristic(s) that has the purpose or effect of violating that person's dignity or creating an intimidating, hostile, degrading, humiliating, or offensive environment and it was reasonable for the conduct to have that effect. Part D has examples of behaviour that might amount to Harassment.
Sexual Harassment	Unwanted conduct of a sexual nature which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating, or offensive environment for that person; and/or treating someone less favourably because they have submitted to or refused to submit to unwanted conduct of a sexual nature or that is related to gender reassignment or sex. Conduct may amount to Sexual Harassment:

	(a) where it is sexual in nature whether or not it was sexually motivated; (b) whether it is by someone of the same or a different sex; (c) whether or not the person harassed was the intended target of the behaviour; (d) whether it is a single incident or more than one.
Victimisation	Any instance where a person is subjected to detrimental treatment because that person, in good faith: (a) made an allegation of Harassment, or (b) indicated an intention to make such an allegation, or (c) assisted or supported another person in bringing forward such an allegation, or (d) participated in an investigation of a complaint, or (e) participated in any disciplinary hearing arising from a Formal Complaint, or (f) took any other steps in connection with this Policy and its Complaints Procedure or is suspected of having done so, or (g) has done or is suspected of doing or intending to do a Protected Act (and it is not necessary for the person actually to have done the Protected Act for detrimental treatment to amount to Victimisation).
Academic Freedom	In relation to academic staff of the College, their freedom within the law to question and test received wisdom, and to put forward new ideas and controversial or unpopular opinions, including their opinions about the College, without placing themselves at risk of institutional censorship, losing their jobs or privileges or experiencing a reduction in the likelihood that they would secure a promotion or a different job at the College, as also further provided for in College Statute 1.4.

Board	A Committee, Sub-Committee, or Forum of the College as set out in Chapter VII of the Bylaws.
Bully, to	To engage in Bullying.
Bylaw	A Bylaw made for the College by the Governing Body under College Statute 2.7.
Choral Exhibitioner	A person appointed to hold a Choral Exhibition under Bylaw V.5(a)(iii).
College	Merton College
College Context	A. In relation to College Members: (d) On College premises; or (e) not on College premises but in the course of College or University activity within or outside Oxford whether academic, sporting, social, cultural, or other; or (f) involving another College Member or a member of the College Staff, whether or not on College premises. B. In relation to Staff Members: (a) in a Staff Member's normal workplace while they are at work; (b) a Staff Member's normal workplace or normal working hours but where the situation relates to work : examples include (but are not limited to) working lunches, business-trips, or social functions; (c) outside a Staff Member's workplace and working-hours but involving a co-worker or some other person connected to the College; (d) outside a work-situation where the incident is relevant to a Staff Member's suitability to carry out a role.
College Employee	Includes academic and non-academic employees of the College, whether permanent or temporary.

College Lecturer	For the purposes of this Policy, both: (a) those who have been appointed to the office of Lecturer under Statute 5.2(c) (who are Staff Members) and (b) those upon whom the honorary title of Lecturer has been conferred under Bylaw IV.36(b) (who are to be treated under this Policy as if they were Staff Members).
College Members	For the purposes of this Policy: the Warden, the Fellows, and the Junior Members. For the purposes of this Policy, Members of Common Room, MCR Associates, Choral Exhibitioners, and Organ Exhibitioners are to be treated as if they were College Members.
College Officer	As defined by College Statute 5.2 and Bylaws IV.1 and 2 but (for the purposes of this Policy) including the Warden in relation to a complaint about the conduct of the Sub-Warden.
College Statute	One of the Statutes made for the College by the Governing Body and approved by The Queen-in-Council on 15 July 2015.
Common Definitions	The definitions set out in Part B, i.e. in this table.
Complaints Procedure	The complaints-procedure set out in Part E.
Course of Conduct	In the case of conduct in relation to a single person, conduct on at least two occasions in relation to that person. In the case of conduct in relation to two or more persons, conduct on at least one occasion in relation to each of those persons.
Equality Act 2010	The Equality Act 2010 as subsequently amended.

Fellow	A person holding any category of Fellowship of the College as defined by College Statute 4.2 and Bylaw III.11(a).
Freedom of Speech	Freedom, within the law, to impart ideas, opinions or information by means of speech, writing or images (including in electronic form).
Harass, to	To engage in Harassment.
Harassment Advisers	The Junior Members' Harassment Advisers and the Staff Harassment Advisers. Further provision about Harassment Advisers is made in Part E.
Junior Member	A Junior Member of the College as defined by College Statute 6.1, i.e., a person who has been presented by the College for matriculation or who has migrated to the College and is engaged in an approved course of study within the University or who has been admitted to the College to pursue an approved course of study. For the purposes of this Policy, MCR Associates, Choral Exhibitioners, and Organ Exhibitioners are to be treated as if they were Junior Members.
Junior Members' Harassment Adviser	A person who has been appointed by the Governing Body to be one of the Harassment Advisers to Junior Members under Bylaw IV.20. For the purposes of this Policy, MCR Associates, Choral Exhibitioners, and Organ Exhibitioners are to be treated as if they were Junior Members. The names of the Junior Members' Harassment Advisers are displayed on posters around the College. The names are also available from the Academic Office or the Warden's Office. Further provision about Harassment Advisers is made in Part E.
MCR Associates	Persons selected as Associates of the Middle Common Room (whether in Category A or Category B) under Bylaw V.11.

	MCR Associates are covered by by this Policy and must comply with it as if they were Junior Members.
Members of Common Room	For the purposes of this Policy, members of Common Room under Bylaw X.1 who are not also College Members or Staff Members. Members of Common Room are covered by by this Policy and must comply with it as if they were College Members.
Organ Exhibitioner	A person appointed to hold an Organ Exhibition under Bylaw V.5(b)(iii).
Part	One of the Parts of this Policy.
Protected Act	Any of the following: • Making a claim or complaint under the Equality Act 2010 (for example for discrimination or harassment); • helping another person to make a claim by giving evidence or information in connection with proceedings under the Equality Act 2010 ; • making an allegation that someone has breached the Equality Act 2010 ; • doing anything else in connection with the Equality Act 2010.
Protected Characteristic	Any of the following: age; disability; gender reassignment; race; religion or belief; sex; or sexual orientation. [Marriage or civil partnership, pregnancy, and maternity have not been included in this definition as they are not relevant protected characteristics for the purposes of harassment under the Equality Act 2010.]
Relevant Other Staff	Consultants, self-employed contractors, casual workers, agency workers, apprentices, volunteers and interns working for the College. For the purposes of this Policy only, Visiting Scholars appointed under Bylaw VI.13(a) and those on whom the honorary title of Lecturer has been conferred under

	Bylaw IV.36(b) are to be treated as if they were Relevant Other Staff.
Sexually Harass, to	To engage in Sexual Harassment.
Staff	College Employees and Relevant Other Staff. See also "Staff Member".
Staff Harassment Adviser	A person who has been appointed by the Governing Body to be one of the College Advisers on Staff Harassment Policy under Bylaw IV.11. For the purposes of this Policy, Visiting Scholars appointed under Bylaw VI.13(a) and those on whom the honorary title of Lecturer has been conferred under Bylaw IV.36(b) are to be treated as if they were Staff Members. The names of the Staff Harassment Advisers are displayed on posters in the Staff Common Room and elsewhere around the College. The names are also available from the Human Resources Department or the Warden's Office. Further provision about Harassment Advisers is made in Part E.
Staff Member	A member of the Staff
Stalking	A Course of Conduct which amounts to Harassment where the acts or omissions involved are ones associated with stalking, for example: (a) following a person; (b) contacting, or attempting to contact, a person by any means; (c) publishing any statement or other material relating or purporting to relate to a person, or purporting to originate from a person; (d) monitoring the use by a person of the internet, email or any other form of electronic communication; (e) loitering in any place (whether public or private);

	(f) interfering with any property in the possession of a person; (g) watching or spying on a person.
Third Party	A person who is neither a College Member nor a Staff Member.
University	The University of Oxford.
Victimise, to	To engage in Victimisation.
Warden	Includes an Acting Warden appointed under College Statute 3.4.
Working Days	Days other than : Saturdays, Sundays, Bank Holidays in England and Wales, or days within the College's Christmas and Easter closures.

PART C

HARASSMENT, BULLYING, AND VICTIMISATION

6. Harassment, Bullying, and Victimisation

- 6.1. Engaging in Harassment, Bullying, or Victimisation is misconduct and may lead to disciplinary action including termination of employment or of an association with the College and/or expulsion from the College.
- 6.2. Harassment, Bullying, and Victimisation:
 - 6.2.1. could include (but are not limited to) unwanted conduct of the kinds set out in section 12 (Part D);
 - 6.2.2. are unlikely to include exposure to the things set out in section 13 (Part D);
 - 6.2.3. are not excused by being under the influence of alcohol or drugs or otherwise intoxicated.
- 6.3. Conduct can amount to Harassment or Bullying:
 - 6.3.1. whether it is in person or by digital or other remote means;
 - 6.3.2. whether it is verbal or physical or both;
 - 6.3.3. whether it is directed to the person concerned or to a third party.
- 6.4. In deciding whether Harassment or Bullying has occurred the intentions of the alleged perpetrator and the perception of the alleged victim, including the extent to which that perception is in all the circumstances reasonable, will be taken into account.
- 6.5. The intention of someone who commits Sexual Harassment is not likely to be relevant and a person may be Sexually Harassed even if they were not the intended target. For example, a person may be Sexually Harassed by pornographic images displayed on a colleague's computer in the workplace.
- 6.6. Conduct relating to a person's Protected Characteristic may amount to Harassment whether the person possesses the Protected Characteristic in question or is perceived to possess it.
- 6.7. In some cases lawful speech which is otherwise lawful might amount to Harassment, if the time, place, and/or manner of its expression interferes disproportionately with the rights of others. For example, speech which is acceptable as part of a formal debate on a controversial topic might nonetheless constitute Harassment if delivered unprompted to a person with or perceived to have a relevant Protected Characteristic in a social context.

7. Preventing the Sexual Harassment of Staff

- 7.1. This section is about the College's duty as an employer under the Equality Act 2010, s.40A.

- 7.2. The College as an employer has a particular legal duty under the Equality Act 2010, s.40A to take all reasonable steps to prevent the Sexual Harassment of Staff Members in the course of their employment, including by people who are not Staff Members.⁶
- 7.3. The College ensures that those involved in the management of the College and in the administration of this Policy have the training they need to implement this Policy, including preventing the occurrence of Sexual Harassment in the workplace and the procedures to follow if an allegation is reported.
- 7.4. Sexual Harassment of Staff Members (whether by other Staff Members or by people who are not Staff Members) will not be tolerated. The College will take reasonable steps to prevent Staff from being Sexually Harassed.
- 7.5. The College requires the following people to undertake regular training about Sexual Harassment: all members of the Governing Body, Junior Members, and College Employees to ensure that they understand what Sexual Harassment is, how it may occur, that it will not be tolerated, and how it will be dealt with.
- 7.6. Steps taken by the College to prevent Staff Members from being Sexually Harassed by anyone who is not a Staff Member may include: attaching signs at appropriate entries to the College's premises, informing suppliers and contractors that the College does not tolerate Sexual Harassment, and training and guidance for College Members.
- 7.7. College Members who are not Staff Members are subject to the jurisdiction of the College and are bound by this Policy: complaints about them may be made under the Complaints Procedure.
- 7.8. Staff who are subjected to Sexual Harassment by a Third Party are encouraged to report this as soon as possible. See paragraph 8.1.1 below.

8. Third Parties

- 8.1. The College will not tolerate Harassment or Bullying of College Members and Staff by Third Parties.
 - 8.1.1. College Members and Staff Members who are subjected to Harassment or Bullying by a Third Party are encouraged to report this as soon as possible to the Domestic Bursar. Staff Members may, if they wish, do this through their line-manager (if they have one) or the Head of Human Resources.
 - 8.1.2. If a College Member or Staff Member has been Harassed or Bullied by a Third Party, the College will take steps to remedy any complaint and to prevent Harassment from happening again. Remedies may include warning the Third Party about their behaviour, banning them from the College's premises, reporting any criminal acts to the police, and sharing information with the University or another College or other Colleges as appropriate.

⁶ Note on the draft: The Equality Act 2010 s.40A has been amended to require not only reasonable steps but all reasonable steps. This amendment was introduced by the Employment Rights Act 2025 and is effective from 1 October 2026.

- 8.2. Harassment or Bullying of a Third Party by a College Member or Staff Member may lead to disciplinary action including termination of employment or of an association with the College and/or expulsion from the College.

9. Witnesses to Harassment, Bullying, or Victimisation

- 9.1. College Members and Staff Members who witness Harassment, Bullying, or Victimisation are encouraged to take appropriate steps to address it.
- 9.2. Depending on the circumstances, appropriate steps could include:
- 9.2.1. intervening where they feel able to do so;
 - 9.2.2. supporting the victim to report it or reporting it on their behalf;
 - 9.2.3. reporting the incident where they feel there may be a continuing risk if they do not report it;
 - 9.2.4. co-operating in any investigation into the incident.
- 9.3. All witnesses will be provided with appropriate support and will be protected from Victimisation.

10. Monitoring

- 10.1. The Warden's Office must be provided with and keep an anonymised record of the number of Formal Complaints made, the general area of each one, of their outcomes (dismissed, partially upheld, upheld), of any requests for Review and of their outcomes (dismissed, partially upheld, upheld).
- 10.2. The Human Resources Department must be provided with and keep an anonymised record of:
- 10.2.1. the number of Formal Complaints of Sexual Harassment made by Staff, of their outcomes (dismissed, partially upheld, upheld), of any requests for Review and of their outcomes (dismissed, partially upheld, upheld), and of any disciplinary proceedings or grievances raised and their outcomes;
 - 10.2.2. the number of reports received under paragraph 8.1.1 above of Sexual Harassment of Staff by Third Parties and what responses the College made.
- 10.3. The Sub-Warden and the Domestic Bursar must present a joint report to the Governing Body at the beginning of Michaelmas Term each year containing the information recorded during the previous academic year pursuant to paragraph 10.1 and 10.2, having due regard to the provisions of the Data Protection Act 2018 and the UK GDPR.
- 10.4. The Domestic Committee must identify and review annually appropriate steps to monitor the treatment and outcomes of any Formal Complaints of Sexual Harassment or Victimisation made by Staff Members to ensure that they have been properly investigated and resolved, that those who report or act as witnesses are not Victimised, that repeat offenders are dealt with appropriately, that cultural clashes are identified and resolved, and that workforce-training is targeted where needed.

PART D
EXAMPLES

11. Introduction

- 11.1. The examples provided in this Part are illustrative and non-exhaustive.
- 11.2. While the examples provided in this Part are intended to assist those who refer to it, the question of whether any particular act or series of acts amounts to Bullying, Harassment, or Victimisation must be determined by reference to the definitions of those terms as used in this Policy and by the provisions of paragraph 6 (in Part C, above).

12. Examples of behaviour that can amount to Bullying, Harassment and Victimisation.

- 12.1. **Bullying** could include (but is not limited to) unwanted conduct of the following kinds:
- 12.1.1. insulting, abusive, embarrassing or patronising behaviour or comment;
 - 12.1.2. humiliating, intimidating, and/or demeaning criticism;
 - 12.1.3. shouting at, insulting, threatening, disparaging or intimidating an individual;
 - 12.1.4. persistently criticising an individual without providing constructive support to address any performance concerns;
 - 12.1.5. setting impossible deadlines or imposing unmanageable workloads, for example by persistently overloading an individual with work that they cannot reasonably be expected to complete within the required timescales;
 - 12.1.6. threatening to disclose, or disclosing, a person's sexuality or disability to others without their permission;
 - 12.1.7. deliberately using the wrong name or pronoun in relation to a transgender person or persistently referring to their gender identity history;
 - 12.1.8. isolation from normal work or study place, conversations, or social events.
- 12.2. **Harassment arising from a Course of Conduct (Harassment in Category A)** could include, but is not limited to, unwanted conduct of the following kinds:
- 12.2.1. repeatedly making unwanted contact via calls, messages, or emails;
 - 12.2.2. sending a threatening message to more than one person;
 - 12.2.3. repeatedly sending someone threats of violence or harm;
 - 12.2.4. following or watching someone repeatedly, in person or online;
 - 12.2.5. repeatedly sending graphic content, such as violent or hateful images, to someone.

12.3. **Sexual Harassment (Harassment in Category B)** could include, but is not limited to, unwanted conduct of the following kinds:

- 12.3.1. sexual comments or jokes;
- 12.3.2. displaying sexually-graphic pictures, posters, or photographs;
- 12.3.3. suggestive looks, staring, or leering;
- 12.3.4. sexual propositions or advances;
- 12.3.5. making promises in return for sexual favours;
- 12.3.6. sexual gestures;
- 12.3.7. intrusive questions about a person's private or sex-life;
- 12.3.8. a person discussing their own sex-life;
- 12.3.9. sexual posts or contact in online communications including on social media;
- 12.3.10. spreading sexual rumours about a person;
- 12.3.11. sending sexually-explicit emails, text-messages, or social-media messages;
- 12.3.12. touching, hugging, massaging, or kissing.

12.4. **Harassment relating to a person's Protected Characteristic(s) (Harassment in Category C)** could include, but is not limited to, unwanted conduct of the following kinds:

- 12.4.1. jokes or derogatory comments about a person's actual or perceived Protected Characteristic(s);
- 12.4.2. verbal and physical threats or intimidating behaviour linked to a person's actual or perceived Protected Characteristic(s);
- 12.4.3. sending memes to a person mocking their actual or perceived Protected Characteristic(s);
- 12.4.4. questioning an individual's qualifications or right to be on a course or in a position at work based on their actual or perceived Protected Characteristic(s);
- 12.4.5. excluding someone from a group activity because of their actual or perceived Protected Characteristic(s).

12.5. **Victimisation** could include (but is not limited to):

- 12.5.1. failing to consider someone for promotion because they have made a complaint of Harassment ;
- 12.5.2. dismissing someone because they accompanied a colleague to a meeting about a complaint of Harassment ;

- 12.5.3. excluding someone from work-meetings because they gave evidence as a witness for another Staff Member about a complaint of Harassment.

13. Exposure to any of the following is unlikely to amount to Bullying or Harassment:

- 13.1.1. the content of higher education course-materials, including but not limited to books, videos, sound-recordings, pictures;
- 13.1.2. statements made and views expressed by a person as part of teaching, research or discussions about any subject-matter which is connected with the content of a higher education course;
- 13.1.3. vigorous academic debate when conducted respectfully and without violating the dignity of others or creating an intimidating, hostile, degrading, humiliating or offensive environment for them;
- 13.1.4. reasonable management and/or criticism of work and/or the commencement of internal College procedures.

PART E

COMPLAINTS PROCEDURE

14. Definitions

14.1. In this Part, in addition to the Common Definitions the following terms have the following meanings:

Formal Complaint	A Formal Complaint under this Complaints Procedure.
Grievance Procedure	The grievance procedure provided in the Staff Handbook or in College Statute IX and Bylaw VIII as applicable.
Informal Action	Action taken under section 16 to try to resolve a complaint of Wrongful Behaviour, without a Formal Complaint having been made.
Investigator	The person appointed to investigate a Formal Complaint.
Relevant College Officer	The College Officer identified as the Relevant College Officer in section 17.6.
Respondent	The person about whose Wrongful Behaviour You are complaining.
Review	A review of the handling of a Formal Complaint. Provision is made for Review in sections 18 and 19.
Reviewer	The person to whom a request for a Review must be sent in accordance with paragraph 18.4.
Review Panel	A Panel convened by the Reviewer under Stage Three consisting of the Reviewer (chair and convener) and two Fellows of the College enlisted by the Reviewer who have had no involvement in the Formal Complaint or its handling in Stage Two or in any Informal Action that preceded it under Stage One.
Senior Colleague	One of the Heads of Department identified and trained for this role.

	The names of the Senior Colleagues are displayed on posters in the Staff Common Room and elsewhere around the College. Further provision about the Senior Colleagues is set out in section 14.3
Senior Fellow	The member of the Governing Body who is first in order of precedence under Bylaw III.3.
Stage	A Stage of this Complaints Procedure, as set out in paragraph 15.2.
Working Days	Days other than : Saturdays, Sundays, Bank Holidays in England and Wales, or days within the College's Christmas and Easter closures.
Wrongful Behaviour	Harassment and/or Bullying and/or Victimisation
You	A person who believes that they have been subjected to Wrongful Behaviour by a College Member or Staff Member in a College Context and who may wish to make a Formal Complaint.

14.2. Harassment Advisers

14.2.1. The role of the Harassment Advisers is:

- 14.2.1.1. to listen non-judgmentally to the concerns of Junior Members (if they are Junior Members' Harassment Advisers) or Staff Members (if they are Staff Harassment Advisers) who believe that they have been Harassed, Bullied, or Victimised or who are accused of Harassment, Bullying, or Victimisation;
- 14.2.1.2. to be empathetic and to accept that the person who has approached them feels the way they do, without attempting to assess or adjudicate;
- 14.2.1.3. to guide the person through this Policy and its Complaints Procedure and to clarify and explore with them the options open to them under it;
- 14.2.1.4. to deal with all cases in the utmost confidentiality, except exceptionally when an individual is considered to be at risk of serious harm, and to explain the parameters of confidentiality when they first meet; and

- 14.2.1.5. to refer them to other agencies or support-systems as appropriate.
- 14.2.2. Harassment Advisers must not:
 - 14.2.2.1. provide legal advice;
 - 14.2.2.2. state to those to whom they are providing support that any particular behaviour either definitely does or definitely does not constitute Harassment, Bullying, or Victimisation or advise them that the College's procedures will lead to a particular outcome;
 - 14.2.2.3. approach any alleged perpetrator in an attempt to mediate or resolve the matter;
 - 14.2.2.4. act as a representative or advocate; or
 - 14.2.2.5. be involved in any Stage of the Complaints Procedure (e.g. by writing a Formal Complaint or participating in any investigation) or in any subsequent disciplinary or grievance procedure, except by way of supporting the individual concerned as set out in paragraph 14.2.1;
- 14.2.3. The names of the Harassment Advisers must be displayed on posters around the College. The names of the Staff Harassment Advisers must also be displayed on posters in the Staff Common Room.

14.3. **Senior Colleagues**

- 14.3.1. The role of a Senior Colleague is to take appropriate steps to see if a matter can be resolved through Informal Action if they are approached by a Staff Member under section 16.3.3 below. In some cases, this may include asking the parties to consider entering into a mediation or conciliation process.
- 14.3.2. The Domestic Bursar in consultation with the Head of Human Resources must identify no fewer than two Heads of Department to be available to Staff as Senior Colleagues and must ensure that they are appropriately trained and supported. The Domestic Bursar must try to ensure diversity among the Heads of Department identified so as to favour the approachability of the Senior Colleagues.
- 14.3.3. The names of the Senior Colleagues must be displayed on posters around the College and in the Staff Common Room.

15. **Procedure: Outline**

- 15.1. This Complaints Procedure is provided to enable You to make a Formal Complaint where You believe You have been Harassed, Bullied, or Victimised by a College Member or a Staff Member in a College Context.
- 15.2. This Complaints Procedure has three possible stages:
 - 15.2.1. **Stage One: Informal Action.**

- 15.2.1.1. Before You decide to make a Formal Complaint, You may wish to try to having the issue resolved through Informal Action.
- 15.2.1.2. Section 16 contains information about what You should do, if that is the case.
- 15.2.2. **Stage Two: Formal Complaint.**
 - 15.2.2.1. If You do not think that Informal Action is appropriate or if Informal Action has not resolved the issue, You may make a Formal Complaint.
 - 15.2.2.2. Section 17 contains information about what You should do, if You wish to make a Formal Complaint.
- 15.2.3. **Stage Three: Review.**
 - 15.2.3.1. If You are not satisfied with the decisions made about Your Formal Complaint, You may be able to request a Review.
 - 15.2.3.2. Stage Three does not apply to any decision of the Relevant College Officer to institute disciplinary proceedings. If instituted, the parties to the disciplinary proceedings will be the Respondent and the College.
 - 15.2.3.3. Section 18 contains information about what You should do, if You wish to request a Review.
- 15.3. If a criminal offence may also have been committed (for example assault), You can approach the Police directly and You may also wish to inform the following people that You have done so:
 - 15.3.1. if You are a Junior Member, You may wish to inform the Head of Welfare;
 - 15.3.2. if You are not a Junior Member, You may wish to inform the Domestic Bursar or the Head of Human Resources.
- 15.4. If You have already made a complaint about an incident of Harassment, Bullying, or Victimisation under another appropriate College policy or procedure, You cannot use this Complaints Procedure to make another complaint about the same incident.
- 15.5. This Complaints Procedure (including, for the avoidance of doubt, the Review for which provision is made in section 18) falls within the exclusions in section 2 of the Junior Members' Complaints Procedure. The Junior Members' Complaints Procedure cannot be used as an alternative or as a means of challenging a decision on Review.
- 15.6. Complaints must be dealt with confidentially by all concerned except where it is necessary to disclose information to carry out a fair investigation. For the avoidance of doubt, it is not a breach of confidentiality for the Relevant College Officer or the person dealing with Informal Action to seek legal and procedural advice whether internally from the Dean and Keeper of the Statutes or externally from solicitors and/or Counsel.
- 15.7. All parties involved in a complaint must act reasonably and fairly and treat the College's procedures with respect.

16. **Stage One: Informal Action before making a Formal Complaint**

- 16.1. This section sets out what to do if You wish to try to resolve an issue of Wrongful Behaviour through **Informal Action**. You do not have to go through Stage One if You think that it would be inappropriate to try to resolve the issue through Informal Action.
- 16.2. You are entitled to make it clear to the Respondent that their behaviour is not wanted and that they must stop, but You do not have to deal with them directly if you do not want to. We recommend that you keep notes about what happened and when it happened, so that You can refer back to them.
- 16.3. If You do not feel comfortable dealing with the Respondent directly but would nevertheless like to try to resolve the issue through Informal Action, the steps You should take are as follows:
 - 16.3.1. **If You are a Junior Member, an MCR Associate, a Choral Exhibitioner, or an Organ Exhibitioner:** You should approach the Head of Welfare or the Chaplain. Their role is to take appropriate steps to see if a matter can be resolved through Informal Action if approached. In some cases, this may include asking the parties to consider entering into a mediation or conciliation process.
 - 16.3.2. **If You are a Fellow or College Lecturer:** You should approach the Chaplain or the Head of Welfare. Their role is to take appropriate steps to see if a matter can be resolved through Informal Action if approached. In some cases, this may include asking the parties to consider entering into a mediation or conciliation process.
 - 16.3.3. **If You are a Staff Member but not also a Junior Member or a Fellow or a College Lecturer:** You should approach a Senior Colleague. There is more information about the role of Senior Colleagues in paragraph 14.3 above. The names of the Senior Colleagues whom You can approach are displayed on posters around the College and in the Staff Common Room.
- 16.4. In some situations, it may be appropriate for the parties to be asked to consider entering into a confidential mediation or conciliation process. Although mediation or conciliation may be attempted at any time before or after a Formal Complaint, it may be particularly helpful if it is considered at an early stage before a Formal Complaint is made.
- 16.5. As provided in paragraph 15.6, Informal Action must be dealt with confidentially by all concerned. To enable Informal Action to proceed, Your identity will usually need to be disclosed to any person about whom You want to complain.

17. **Stage Two: Formal Complaints**

- 17.1. If You think that it would be inappropriate to try to resolve the issue through Informal Action or if Informal Action does not resolve the issue, You can make a **Formal Complaint**.
- 17.2. By making a Formal Complaint, You consent to its investigation and to the making of inquiries in pursuit of that investigation.

- 17.3. As provided in paragraph 15.6, Formal Complaints must be dealt with confidentially by all concerned except where it is necessary to disclose information to carry out a fair investigation. For example, to enable an investigation to be carried out fairly, Your identity will usually need to be disclosed to any person who is the subject of the Formal Complaint.

17.4. Making a Formal Complaint

- 17.4.1. You must follow this Complaints Procedure if You wish to make a Formal Complaint that You have been subjected to Wrongful Behaviour by a College Member or a Staff Member.
- 17.4.2. You must make Your Formal Complaint in writing and send it to the Relevant College Officer.
- 17.4.2.1. If You find it difficult to put Your Formal Complaint in writing yourself, You can ask someone you trust to write down what you tell them so that you can send it to the Relevant College Officer as Your Formal Complaint.
- 17.4.2.2. If You ask someone You trust to write down what You tell them, You must make sure that they understand and accept that they must keep what they learn confidential in accordance with paragraph 17.3.
- 17.4.3. Paragraph 17.5 identifies the information that Your Formal Complaint should contain.
- 17.4.4. Paragraph 17.6 identifies the Relevant College Officer to whom You must send Your Formal Complaint.

17.5. Contents of Your Formal Complaint

- 17.5.1. Your Formal Complaint should include the following information about the Wrongful Behaviour that You say occurred:
- 17.5.1.1. Your name and contact-details;
- 17.5.1.2. the name of the Respondent (about whom You are complaining);
- 17.5.1.3. the nature of the Wrongful Behaviour about which You are complaining expressed as clearly and succinctly as possible;
- 17.5.1.4. the dates and times when the Wrongful Behaviour occurred and who was present;
- 17.5.1.5. the names and contact-details of any witnesses to the Wrongful Behaviour;
- 17.5.1.6. details of any action already taken by You to stop the Wrongful Behaviour;
- 17.5.1.7. a summary of the effect on You of the Wrongful Behaviour.

- 17.5.2. Your Formal Complaint should also be accompanied by any other information that You think is relevant.

17.6. Sending Your Formal Complaint to the Relevant College Officer

- 17.6.1. Set out below is the Relevant College Officer to whom You should send Your Formal Complaint.
- 17.6.2. If Your Formal Complaint is about a College Member (including College Members who are also Staff Members):
- 17.6.2.1. You must send Your Formal Complaint to the Sub-Warden **unless** it is about the Sub-Warden or a Junior Member.
- 17.6.2.2. If Your Formal Complaint is about the Sub-Warden, You must send it to the Warden.
- 17.6.2.3. If Your complaint is about a Junior Member, You must send it to the Principal of the Postmasters.
- 17.6.3. If Your Formal Complaint is about a Staff Member who is not also a College Member:
- 17.6.3.1. You must send Your Formal Complaint to the Domestic Bursar.
- 17.6.3.2. For the avoidance of doubt, a Staff Member who is not also a College Member means any Staff Member who is not also the Warden, a Fellow, or a Junior Member.
- 17.6.4. If You send Your Formal Complaint to the wrong Relevant College Officer:
- 17.6.4.1. The person who has received it will respond to tell You that they are not the right person and to inform you who the right person is; and
- 17.6.4.2. if You wish to pursue Your Formal Complaint, You must then send it to the right person.

17.7. Action by the Relevant College Officer on Receipt of a Formal Complaint

- 17.7.1. On receipt of Your Formal Complaint, the Relevant College Officer will consider in consultation with You what appropriate interim action may be necessary.
- 17.7.1.1. This may include making temporary arrangements on a neutral basis (i.e. pending investigation and without any presumption as to the investigation's conclusions) to ensure that You are not brought into contact with the Respondent or suspending them until Your Formal Complaint has been resolved.
- 17.7.1.2. The Relevant College Officer will liaise with other College Officers who have responsibility for the Respondent to ensure that any appropriate steps are taken.
- 17.7.2. As a general principle, the decision whether to progress a complaint is up to You, but the College may pursue the matter independently if, in all the

circumstances, the Relevant College Officer considers it appropriate and possible to do so.

17.8. Appointing an Investigator

- 17.8.1. Within five working days of receipt of Your Formal Complaint, the Relevant College Officer must appoint an Investigator and write to You to notify You of the identity of the proposed Investigator.
- 17.8.2. An Investigator may be a Fellow or a senior College Employee (for example, the Head of Human Resources) or an external person with appropriate experience and qualifications, as the Relevant College Officer considers appropriate in all the circumstances.
- 17.8.3. A Relevant College Officer who proposes to appoint an external person as Investigator must obtain the Finance Bursar's consent to the external person's proposed charges before appointing them.
- 17.8.4. An Investigator must not have been involved in any attempt at resolving the issue through Informal Action nor had any other involvement with the subject-matter of Your Formal Complaint or any close connexion with You or with the Respondent.
- 17.8.5. You must be given an opportunity to object to the proposed Investigator.
- 17.8.6. If You wish to object to a proposed Investigator You must write to the Relevant College Officer within five Working Days of being notified and must give reasons for Your objection.
- 17.8.7. The Relevant College Officer must appoint another Investigator if, in their opinion, Your objections disclose good reasons for doing so.

17.9. Investigation

- 17.9.1. The duty of the Investigator is:
 - 17.9.1.1. to investigate Your Formal Complaint independently and impartially; and
 - 17.9.1.2. to make a report to the Relevant College Officer as set out below.
- 17.9.2. The Investigator must make appropriate and proportionate inquiries in pursuit of their duty. The Investigator may request additional information, including documents, from You, from the Respondent, and/or from any other person, and may hold interviews with You, the Respondent, any witnesses You or the Respondent have identified, and any other person.
- 17.9.3. The Investigator must keep appropriate notes of all interviews and meetings conducted by them and for that purpose may have a note-taker present at any interview or meeting. The Investigator must ensure that the note-taker understands and accepts that they are bound by confidentiality.
- 17.9.4. If You are interviewed by the Investigator during their inquiries, You may be able to have someone to accompany You if You wish.

- 17.9.5. The Investigator must meet the Respondent to hear their account of events or if a meeting is not possible must seek their account by other appropriate means. The Respondent may be able to have someone to accompany them if they wish.
- 17.9.6. The Respondent has a right to be told the details of the allegations against them, so that they can respond.
- 17.9.7. The Investigator must provide interviewees with the notes of their interviews as soon as possible after they have taken place and must allow them an opportunity to comment on any inaccuracies or omissions.
- 17.9.8. The Investigator must complete their investigation as expeditiously as the subject-matter and fairness allow.
- 17.9.9. Within ten Working Days after the end of their investigation, the Investigator must produce a report in writing for the Relevant College Officer, setting out the details of their investigation and including in an appendix copies or notes of any evidence relied upon.
- 17.9.10. A copy of the Investigator's report (including the appendices) must be given by the Relevant College Officer to You and to the Respondent.

17.10. Decisions

- 17.10.1. The Relevant College Officer must consider the Investigator's report and decide whether to uphold, partially uphold, or not uphold Your Formal Complaint and what action should be taken.
- 17.10.2. The Relevant College Officer must take the decisions which seem to them most appropriate in all the circumstances. Among the decisions they may take are the following:
 - 17.10.2.1. To take no further action. This may be appropriate where Your Formal Complaint has not been upheld and there are no other circumstances of the kind referred to in paragraphs 17.10.2.2 and 17.10.2.3 below.
 - 17.10.2.2. To take no further action other than, where appropriate, to suggest steps that would help to restore a reasonable relationship between the parties. This may be appropriate where Your Formal Complaint has not been upheld but a continuing need for the parties to work together makes this appropriate.
 - 17.10.2.3. To recommend or (where appropriate) require steps to be taken to resolve the issues that have arisen, for example by requiring that a person undertake specific training or implementing practical arrangements to improve working relationships. The decision will normally provide for the situation to be monitored for an appropriate period. This outcome may be appropriate where (a) Your Formal Complaint has not been upheld but (b), although the person against whom You complained has been found not to have subjected You to Wrongful Behaviour, one of the parties has behaved in a way which, if left unaddressed, is likely to lead to further issues between them or where there are other issues requiring the College's attention.

- 17.10.2.4. To institute appropriate disciplinary proceedings against the Respondent. This outcome may be appropriate where the Relevant College Officer upholds Your Formal Complaint or where (a) Your Formal Complaint has not been upheld but (b) although the Respondent has been found not to have subjected You to Wrongful Behaviour, what they did appears to be serious enough to merit disciplinary proceedings on other grounds.
- 17.10.2.5. To institute disciplinary action against You if Your Formal Complaint is not upheld and the Relevant College Officer concludes that You did not make it in good faith. For the avoidance of doubt, the fact that Your Formal Complaint has not been upheld is not enough on its own to mean that You did not make it in good faith.
- 17.10.3. The Relevant College Officer may take into account any aggravating factors, such as abuse of power or breaches of other policies and regulations, when deciding the appropriate action to take.
- 17.10.4. Within ten Working Days of receiving the Investigator's report:
 - 17.10.4.1. The Relevant College Officer must write to You and to the Respondent to notify You and them of the decisions the Relevant College Officer has taken under paragraph 17.10.1 above and of the reasons for taking them.
 - 17.10.4.2. The Relevant College Officer must also notify their decisions to any College Officer who ought to be made aware of them.

18. Stage Three: Review (Complainant's Request)

- 18.1. As provided by paragraph 15.2.3.2, Stage Three does not apply to any decision of the Relevant College Officer to institute disciplinary proceedings.
- 18.2. Subject to paragraph 18.1 above, if You are not satisfied with the decisions of the Relevant College Officer You may request a Review but You must do so within ten Working Days of being notified of the Relevant College Officer's Decision under paragraph 17.10.4.1 above.
- 18.3. Unless there are exceptional reasons, a request for a Review which is made outside the time-limit in paragraph 18.2 will not be accepted. If You believe that there are exceptional reasons for it to be accepted, You must state this when making the request for a Review.
- 18.4. Your request for a Review must be made by setting out in writing the grounds on which Your request is made and sending it to the Reviewer, as provided below.
 - 18.4.1. Except where paragraph 18.4.2 applies, a request for a Review must be sent to the Warden. If sent by email it must be sent to warden@merton.ox.ac.uk and the subject-line of the email must state "Request for Review (Formal Complaint)."
 - 18.4.2. If the Formal Complaint was dealt with by or concerned the Warden, the written request for a Review must be sent to the Senior Fellow, whose name and email-address are available from the Warden's Office. If sent by email the subject-line of the email must state "Request for Review (Formal Complaint)".

- 18.5. You may request a Review on one or more of the following grounds:
- 18.5.1. That there was a procedural irregularity or error in the handling of the Formal Complaint.
 - 18.5.2. That the Relevant College Officer's decision was objectively unreasonable.
 - 18.5.3. That the Relevant College Officer did not provide reasons or did not provide clear reasons for their decision.
 - 18.5.4. That You have material evidence which the Investigator and the Relevant College Officer have not seen and good reasons for why this evidence was not provided earlier.
- 18.6. As regards the grounds on which You may request a Review:
- 18.6.1. If You rely on the ground in paragraph 18.5.1 You must identify the irregularity or error in Your request for a Review.
 - 18.6.2. If You rely on the ground in paragraph 18.5.2 You must identify which aspects of the outcome You consider to be objectively unreasonable and explain why.
 - 18.6.3. If You rely on the ground in paragraph 18.5.3 You must identify where reasons were not given or the aspects in which the reasons given by the Relevant College Officer were unclear.
 - 18.6.4. If You rely on the ground in paragraph 18.5.4 You must provide the evidence and explain Your reasons for not providing it earlier.
- 18.7. Within ten Working Days of receiving Your request for a Review, the Reviewer must:
- 18.7.1. Consider Your request for a Review and determine whether there is a prima facie case for a Review and whether the request was made within the time-limit, and if there is a prima facie case and the request was not made within the time-limit, whether there are exceptional reasons for it to be accepted; and
 - 18.7.2. write to You and either (a) confirm that the Reviewer will convene a Review Panel or (b) notify You that Your request for a Review has been dismissed.
- 18.8. If Your request for a Review is dismissed, the College's procedures are complete.
- 18.9. If Your request for a Review is dismissed and You are a Junior Member:
- 18.9.1. The Reviewer must inform the OIA Point of Contact or OIA Point of Contact Delegate so that a Completion of Procedures letter can be issued to the Complainant. If the OIA Point of Contact was the object of the Complaint, the

Completion of Procedures letter will be issued by the OIA Point of Contact Delegate.⁷

- 18.9.2. If You remain dissatisfied once the College's procedures are complete, You may apply to the Office of the Independent Adjudicator for Higher Education (see <http://www.oiahe.org.uk/>). The Senior Tutor must make available the forms and accompanying guidance notes at Your request.
- 18.10. If Your request for a Review is not dismissed the Reviewer must convene a Review Panel which must then meet as often as necessary to complete the Review. The Review Panel must aim to complete the Review within ten working days and must ensure that You and the Respondent are kept informed if for any reason the Review will take longer.
 - 18.10.1. In undertaking the Review, the Review Panel must consider the documents set out in paragraph 18.10.2 without holding any hearing and on that basis decide whether to uphold, partially uphold or dismiss the Review.
 - 18.10.2. The documents to be considered by the Review Panel pursuant to paragraph 18.10.1 above are the following:
 - 18.10.2.1. Your Formal Complaint;
 - 18.10.2.2. the report and other material submitted by the Investigator to the Relevant College Officer under paragraph 17.9.9 above;
 - 18.10.2.3. the written decision that You received from the Relevant College Officer under paragraph 17.10.4.1 above; and
 - 18.10.2.4. the request for a Review that You sent to the Reviewer under paragraph 18.4 above.
- 18.11. If the Review Panel decides to uphold or partially uphold the Review, it must decide what action is to be taken in response.
- 18.12. Within five working days after the Review Panel has made its decisions the Reviewer must write to You to notify You of those decisions and of the reasons for them.
- 18.13. If the Reviewer has notified You of the Review Panel's decisions, the College's procedures are complete. If You are a Junior Member, paragraphs 18.9.1. and 18.9.2 apply.

⁷ At the date of publication of this Procedure, the OIA Point of Contact was the Dean and Keeper of the Statutes and the OIA Point of Contact Delegate was the Senior Tutor. This footnote will be updated as necessary.

APPENDIX 7: POLICY CONCERNING RELATIONSHIP BETWEEN STUDENTS AND FELLOWS OR STAFF OF THE COLLEGE

MERTON COLLEGE

POLICY CONCERNING RELATIONSHIPS BETWEEN STUDENTS AND FELLOWS OR STAFF OF THE COLLEGE

1. Approval and Binding Effect

- 1.1. This Policy was **approved** by the Governing Body of Merton College on 23 June 2025.
- 1.2. Any amendments to this Policy require the Governing Body's approval.
- 1.3. This Policy must be reviewed by the Governing Body at least every five years with the advice and recommendations of the Statutes and Bylaws Committee and the Warden and Tutors' Committee.
- 1.4. All Fellows and Staff of the College are subject to this Policy and must comply with it. Failure to comply with this policy constitutes misconduct which may result in disciplinary action up to and including dismissal.

2. Scope

- 2.1. The College recognises the value of positive professional relationships between Students and Fellows or Staff. Such relationships are central to Students' educational development and welfare.
- 2.2. Intimate Relationships or relationships of financial dependence between Students and Fellows or Staff who have Responsibility for them can cause significant problems because of conflicts of interest, the imbalance of power and authority, perceived favouritism, and the emotional or practical consequences of relationships coming to an end. This Policy is intended to ensure that these problems do not arise.
- 2.3. This Policy deals only with consensual relationships. It does not supersede or limit the scope of the College's Harassment Policies.

3. Definitions

In this Policy the following terms have the following meanings:

College Employee	Includes academic and non-academic employees of the College, permanent, temporary, contract, agency and other support staff, and includes Junior Members who are employed by the College in any capacity.
Fellow	A person holding any category of Fellowship of the College as defined by Statute 4.2 and Bylaw III.11(a).

Intimate Relationship	Includes sexual or romantic relationships, marriage or life partnerships, regardless of gender, gender identity or sexual orientation, including brief relationships and one-off occurrences and whether they are conducted in person and/or online and/or via electronic or any other form of communication.
Junior Member of the College	A Junior Member of the College as defined by Statute 6.1, i.e., a person who has been presented by the College for matriculation or who has migrated to the College and is engaged in an approved course of study within the University or who has been admitted to the College to pursue an approved course of study.
Prohibited Relationship	A relationship of the kind described in paragraph 4.2 between a Fellow or member of Staff and a Student for whom they have Responsibility.
Relevant Other Staff	Consultants, Visiting Scholars, self-employed contractors, casual workers, agency workers, apprentices, volunteers and interns working for the College.
Responsibility for a Student	- any direct teaching, professional, pastoral, welfare, or administrative responsibility for or authority over a Student, whether temporary or permanent; - in relation to a Student: lecturing, teaching, overseeing projects or fieldwork, supervising, and setting and/or marking of examinations or other assessments; - acting as a mentor or College Adviser to a Student; - making decisions affecting a Student in relation to admission to the College or University, internships, or work-placements.
Staff	Both College Employees and Relevant Other Staff.
Status	In relation to a Student, enrolled status as a student.
Student	For the purposes of this Policy only, "Student" includes: Junior Members of the College including those with Suspension of Status;

	• Student Members of the University; • Applicants for admission to the College or University; • Those holding offers for admission to the College or University.
Student Member of the University	As defined by the Statute II.4 and II.5 of the University's Statutes.
Suspension of Status	A period during which a Junior Member will not be considered to be on course and will not hold enrolled status as a student. Suspension of Status is sometimes referred to colloquially as "rustication" or "intermission".
University	The University of Oxford.

4. Policy

4.1. Prohibited Relationships.

4.1.1. If a Fellow or member of Staff has Responsibility for a Student:

4.1.1.1. they **must not** have an Intimate Relationship with that Student;

4.1.1.2. they **must not** have a relationship with that Student which results in that Student becoming financially dependent on them or vice versa.

4.1.2. A Fellow or a member of Staff who becomes aware of a significant possibility that a Prohibited Relationship within paragraph 4.2.1 above may in future develop between them and a Junior Member **must** declare the situation to the Senior Tutor or the Head of Human Resources and **must** cease to exercise any Responsibility for the Junior Member in question (including, where appropriate, by declaring any conflict of interest and withdrawing from meetings).

4.1.3. Fellows and members of Staff **must not** engage in Intimate Relationships with Students who are under the age of 18 whether or not they have Responsibility for them.

4.1.4. Fellows and members of Staff **must not** accept or assume Responsibility for any Student with whom they have an Intimate Relationship or with whom they previously had an Intimate Relationship.

4.1.5. If a Fellow or member of Staff experiences behaviour by Students for whom they have Responsibility that could reasonably be interpreted as flirtatious or as making advances towards an Intimate Relationship they **must** report this

to the Senior Tutor or the Head of Human Resources. This may result in protective measures to separate those concerned or otherwise minimise the possibility of conflicts of interest, complaints or questions over academic integrity or professional behaviour.

4.2. **Relationships which are not Prohibited Relationships.**

- 4.2.1. Fellows and members of Staff are strongly encouraged to be cautious before embarking on an Intimate Relationship, or a close personal relationship, with a Student for whom they do not have and are not likely to have Responsibility.
- 4.2.2. Fellows and members of Staff who embark on Intimate or close personal relationships with Students for whom they do not have and are not likely to have Responsibility **must** consider whether it would be prudent to declare the relationship to the Senior Tutor or the Head of Human Resources having regard to the fact that such relationships may give rise to complaints or concerns rooted in real or perceived inequalities of power, accusations of bias, favouritism or exploitation, adverse effects if a Student becomes practically or emotionally dependent on them, and questions about the nature of consent ; and that the risks of such complaints are likely to be heightened if there is a significant age difference between the Student and the Fellow or member of Staff or if the Student is taking their first degree or if the Student has particular welfare needs.
- 4.2.3. Junior Deans for Welfare are not prohibited from having Intimate Relationships with Junior Members of the College but they **must** disclose any Intimate Relationship to the Head of Welfare and avoid having Responsibility for those Junior Members except in emergencies.

All Fellows and Staff are expected to exercise properly-informed professional judgment as to the appropriate limits of their professional relationships with all Students, having due regard to their responsibilities and to the risks, including the risk of harassment.

APPENDIX 8: HOLDING MEETINGS OR PARTIES OR OTHER EVENTS ON COLLEGE PREMISES

1. Introduction

1. The College's **Code of Practice on Freedom of Speech** (see Appendix 5) includes a procedure that must be followed by Junior Members, Common Rooms, clubs, and societies in organising and seeking permission for Events.

2. As part of the procedure, Junior Members, Common Rooms, clubs, and societies **must** request permission for Events in accordance with the regulations set out in Part II of the Junior Members' Handbook. The relevant Regulations for the holding of meetings, parties or other events on College premises are set out in this Appendix.

3. An Event is defined by the Code of Practice on Freedom of Speech as a meeting or other activity, including protests and demonstrations, held on College premises; it also includes an online meeting or other activity with a visiting speaker which is or which is branded in any way as associated with the College or which uses the College's IT facilities.

4. Freedom of speech and academic freedom are central tenets of College life and must be robustly protected. On this basis, the College operates with a strong presumption in favour of freedom of speech and academic freedom. The definitive and up-to-date statement of the College's approach to freedom of speech and academic freedom is set out in its **Code of Practice on Freedom of Speech**, which can be found at Appendix 5.

5. In all its activities, the College seeks to: secure and promote Academic Freedom and Freedom of Speech; ensure a very high level of protection for the lawful expression of a viewpoint and for speech in an academic context; and foster a culture of openness and inclusivity, in which members of the College community engage with each other, and the public, in debate and discussion, remain open to both intellectual challenge and change, and are free to seek, receive and impart lawful views and ideas of all kinds.

6. Inevitably, this may mean that members of the College, including Junior Members, and College staff are confronted with views that some may find unsettling, extreme, or offensive. The College believes that a culture of free, open, and robust discussion can be achieved only if all concerned engage with each other critically but with respect for the dignity of the individual expressing their views. Such an environment is fundamental for creating a diverse culture of intellectual enquiry where a range of views can be heard, challenged and debated.

7. The College is committed to fostering an inclusive culture which promotes equality, values diversity, and maintains a working, learning, and social environment in which the rights and dignity of all members of the College community are respected. In accordance with the terms of its Policy on Harassment, Bullying and Victimisation, the College does not tolerate any form of harassment, bullying, or victimisation and expects all members of the College community, its visitors and contractors to treat each other with respect, courtesy, and consideration.

8. All members of the College, College staff, and visitors, must have due regard to the need to prevent people from being drawn into terrorism ('Prevent duty') under the Counter-Terrorism and Security Act 2015.

2. Permission

1. Junior Members must be aware that Section 8 of the Code of Practice on Freedom of Speech contains procedures for the authorisation of events, i.e. meetings or other activities including protests or demonstrations held on College premises (but not including a commercial hire), as well as any online meeting or other activity with a visiting speaker which is, or which is branded, in any way as associated with the College or which uses the College's IT facilities.

2. College premises for these purposes are all rooms, corridors, and gardens, whether on the main College site in Merton Street, Rose Lane, Holywell, Manor Place, Iffley Road, the Sports Pavilion, the Holywell Meadows, or any other land, buildings, facilities, and other property in the possession of, or owned, leased, used, supervised or controlled by the College. This definition of College premises applies throughout this Appendix.

3. Permission **must** be requested from the Deputy Principal of the Postmasters for:

- o Any event which gathers ten or more persons that any Junior Member seeks to hold in their own room.
- o Any event of any size that any Junior Member seeks to hold elsewhere on College premises.
- o Any event with an external speaker.

4. Permission must also be requested from the Deputy Principal of the Postmasters by Junior Members who organise an online event with an external speaker which is (i) organised on behalf of any College society or group (including the JCR and MCR) and/or (ii) which is branded in any way as associated with the College and/or (iii) which uses the College's IT facilities. Permission must be requested no fewer than 14 days in advance, including the name of the speaker and the speaker's proposed subject.

5. In some cases, it may be necessary for the Deputy Principal of the Postmasters to refer a request for permission to the Principal of the Postmasters and/or the Domestic Bursar, as set out in the College's Code of Practice on Freedom of Speech.

Certain events may need permission from the Warden and Tutors' Committee as well as any standard approvals. These events include the Time Ceremony, the Winter Ball and use of the gardens for music or drama events or similar activities, including any rehearsals. Permission must be requested through the Principal of the Postmasters.

6. Every request for permission is different in terms of its nature, size and requirements. The relevant form must be completed to enable the College to understand the nature of the event and any risks involved, collect all relevant information about the event, and identify the level of authorisation required before permission can be given.

Requests to use certain College rooms and certain other locations require the consent of College Officers and consultation with staff members before permission can be granted. Documentation of this consent must be submitted with the appropriate request form. (See paragraph 3.2 below for details of locations and contacts.)

7. Permission to use locations other than the Sports Pavilion and/or sports-grounds must be requested via the relevant online form. Only members of Merton College may request permission for events on College premises. It is essential to complete all fields of the relevant form accurately and to submit it no later than 14 days before the intended date of the event in question. Late requests and requests with missing information (where required) will initially be rejected.

8. Where a request for permission is made by a Junior Member on behalf of a College or University club or society, the name of the club or society must be provided in the request for permission and the Junior Member making the booking will be held responsible for the event as the organiser.

9. The College reserves the right to charge a fee for the use of certain College rooms and other venues to Junior Members and non-Merton Clubs and Associations booking through Junior Members.

10. Requests for permission must be made as follows:

- For permission to hold events in rooms – [Student event request form](#)
- For permission to hold a garden party – [Garden party request form](#)
- For permission to use the Sports Pavilion and sports-grounds for non-sporting events, please email events@merton.ox.ac.uk. Requests for permission to use the Pavilion and/or sports-grounds for non-sporting events must be sent to this email no later than 21 days before the intended date of the event in question.
- For permission to use the Sports Pavilion and sports-grounds for sporting events, please email events@merton.ox.ac.uk. Requests for permission to use the Pavilion and/or sports-grounds for sporting events must be sent to this email no later than 7 days before the intended date of the sporting event in question. Please note that squash and tennis/netball courts and croquet lawn are booked via <https://intranet.merton.ox.ac.uk/bookings>.

11. If changes to the plans for the event are made after permission for it has been granted, the DPOP must be informed.

12. The College pays particular attention to the risk of disturbance to Junior Members who are taking University examinations. The College may withhold permission for parties and other events during times proximate to examinations, particularly between the start of 4th Week of Trinity term until the end of 10th Week of Trinity Term each year. During that time:

- The anticipated noise level will be a key factor in the decision whether to grant permission.
- Evening events must not be noisy after 22:00 and must finish by 23:00.
- Organisers must make sure that their guests leave the premises quietly at 23:00 and do not congregate in open spaces in the College.

13. The Head Porter must be consulted about security arrangements, especially for functions that are open to outside guests, or where disturbance may reasonably be foreseen. In the case of meetings, organisers must consider any difficulties that they may have with participants of opposing views and requirements for physical security. In the case of parties, organisers must consider the possibility of gate crashers or drunkenness.

3. Requesting Permission

1. The forms for requesting permission for events can be found at paragraph 2.10 above, on the intranet, and at the links below:

- For permission to hold events in rooms – [Student event request form](#)
- For permission to hold a garden party – [Garden party request form](#)
- For permission or to use the Sports Pavilion and grounds, including for sports events, please email events@merton.ox.ac.uk

2. Information about requests for permission is given below. Please also see paragraph 2.3 above, especially in relation to events with external speakers.

Location	Required consents	Additional information
JCR	1. JCR President 2. DPOP 3. Head Porter or Deputy Head Porter	Junior Members who have been given permission to hold an event in the JCR must write to all residents of St Alban's quadrangle and Front V in advance warning them of the event. Under no circumstances must noise be audible beyond St Alban's quadrangle and Front V. Junior Members must not play music at an authorised event in the JCR after 23:00. Junior Members must turn down the music no later than 22:45. In Trinity Term loud noise/music played in the JCR must cease by 22:00. All guests must depart by 23:00.
MCR/KCR	1. MCR President or MCR Social Secretary, as nominated by the MCR Executive Committee 2. DPOP 3. Head Porter or Deputy Head Porter	Junior Members who have been given permission to hold an event in the MCR must write to all residents of St Alban's quadrangle and the Front quadrangle in advance warning them of the event. Under no circumstances must noise be audible beyond St Alban's quadrangle and the Front quadrangle. Junior Members must not play music at an authorised event in the MCR/KCR after 23:00. Junior Members must turn down the music no later than 22:45. In Trinity Term loud noise/music played in the MCR must cease by 22:00. All guests must depart by 23:00.

College Bar	1. Bar Manager 2. DPOP 3. Head Porter or Deputy Head Porter	Junior Members must first consult the Bar Manager to agree a suitable date and to inform him of the nature and timing of the proposed event. Junior Members must include in the booking form details of any external speaker or performer
Mure Room	1. Domestic Bursar 2. DPOP 3. Head Porter or Deputy Head Porter	Junior Members who have been given permission to hold an event in the Mure Room must write to all residents of Rose Lawn staircases in advance warning them of the event. Under no circumstances must noise be audible beyond Rose Lane. Junior Members must not play music at an authorised event in the Mure Room after 23:00. Junior Members must turn down the music no later than 22:45. In Trinity Term loud noise/music played in the Mure Room must cease by 22:00. All guests must depart by 23:00. A charge of £40 may be levied for the use of the Mure Room to non-Merton Clubs and Associations.
John Roberts Room (Fitzjames 1) and the Americas Room (Fitzjames 2)	1. Domestic Bursar 2. DPOP 3. Head Porter or Deputy Head Porter	Permission is unlikely to be granted for use of the John Roberts Room in Trinity Term, when the room is used as an additional study space.
T.S. Eliot Theatre, T.S. Eliot Theatre foyer, and seminar rooms (the Sir Howard Stringer room, the Ian Taylor room, the David Harvey room)	1. Domestic Bursar and 2. DPOP 3. Head Porter or Deputy Head Porter	Food and drink must only be served in the foyer area. Food and drink must not be taken into the T.S. Eliot Theatre or any of the seminar rooms. A charge of £100 may be made for the use of the T.S. Eliot Theatre to non-Merton Clubs and Associations.

Sports Pavilion	1. Domestic Bursar 2. DPOP 3. Secretary of Amalgamated Clubs 4. Head Porter or Deputy Head Porter	Junior Members must not play music at an authorised event in the Pavilion after 23:00 unless an extension has been agreed by the Principal of the Postmasters or their Deputy. Junior Members must turn down the music no later than 22:45 or 15 minutes before any agreed extension. All musical equipment must use the designated power points attached to the acoustic control system. Junior Members must not play or relay live or amplified sound to the grounds outside of the Pavilion at any time. A charge is made for the use of the Pavilion. This charge is currently £100 (£150 for non-Mertonian clubs and associations).
Lawns and gardens, quadrangles	1. Domestic Bursar 2. Garden Master 3. Principal of the Postmasters 4. Deputy Principal of the Postmasters 5. Depending on circumstances, the Warden and Tutors' Committee	Permission to use quadrangles will be given only in very exceptional circumstances, given the availability of other open spaces in the College and the likelihood of disruption to the core functions of the College. Any permission given for quadrangles will relate to paved areas only. Junior Members may apply to hold an event on a Merton College lawn or garden and the appropriate location (Chestnut Lawn, Sundial Lawn, Fellows' Garden) will be assigned, taking preferences into account where possible. Junior Members may apply to use a Merton College lawn on behalf of a Common Room (JCR or MCR) or registered College clubs or societies. Normally a Fellow of the College must agree to be present at the function. Garden functions must not last longer than four hours (including set up and close down), except by special permission from the Warden and Tutors' Committee through the Principal of the Postmasters. Except for official JCR or MCR events, the maximum number of persons invited, including the organisers, cannot exceed 100, unless permission has been granted by the

		Warden and Tutors' Committee through the Principal of the Postmasters. Permission for an event will not be granted to any individual Junior Member, club or society more than once per term. Permissions will not be granted for more than three events per week, or more than one event per day. All applications for events in the gardens must be approved by the Garden Master by Friday of 0th Week of Trinity term. Junior Members must obtain permission from the Warden and Tutors' Committee through the Principal of the Postmasters before a music or drama event or similar activity, including any rehearsal, is held in the gardens. Junior Members must not play live or amplified music in the Gardens. Special requests to play non- amplified music must be made to the Domestic Bursar and will be considered under exceptional circumstances only. Junior Members must not play games in the Fellows' Garden and the Holywell Gardens.
College Houses	1. DPOP 2. Head Porter or Deputy Head Porter	Junior Members who wish to hold an event in a College house and/or the garden attached to that house, to which ten or more non-residents will be invited, must provide the Deputy Principal of the Postmasters with written evidence that all house residents have consented to the holding of the event. Permission for an event in a College house and/or the garden attached to the house will only be granted for a reasonable number of people. Organisers must inform their immediate neighbours of the event in writing at least one week prior to the event taking place. The common areas of the house and/or the garden attached to the house must be cleaned and cleared before the cleaner's next visit or 10:00 the next morning, whichever is earlier.

Holywell Summerhouse	1. MCR President or Social Secretary 2. DPOP	Junior Members must not play live or amplified music outside the Holywell Summerhouse. Junior Members may play music inside the Holywell Summerhouse only if the doors and windows are closed and remain closed whilst it is being played.
Savile Room	1. DPOP 2. Domestic Bursar 3. Head Porter or Deputy Head Porter	The Savile Room is one of the Senior Common Rooms and use of the Savile Room for club dinners and other functions is restricted; permission may well therefore be refused. A Fellow of the College must agree to be present at the function.
Hall	1. Warden 2. Domestic Bursar 3. Head Steward 4. Head Porter or Deputy Head Porter	Junior Members must apply for permission to use the Hall to the Warden, who may also require other College Officers to be consulted. Junior Members must also consult the Catering Manager about availability and catering.
Junior Members' rooms	1. DPOP 2. Head Porter or Deputy Head Porter	No more than 10 people at a time are permitted to attend an event in a Junior Members' room. Junior Members must clear all glasses and debris before the cleaners' next visit.
Chapel and Ante-Chapel	The Chaplain	Requests to use the Chapel and/or Ante-Chapel should be made directly to the Chaplain, who will consult other College Officers and staff, as appropriate or require the Junior Members to undertake such consultation.

Certain major events require additional consideration, as outlined below.

Event		Additional Information
Winter Ball, Plays, Arts Festival		The date and an outline plan for the Ball, including use of locations in the College must be submitted to the Warden and Tutors' Committee at least one year in advance. A complete plan must be submitted to the Warden and Tutors' Committee at least one term in advance.

Bops and JCR/MCR events		A term-card including the schedule of Bops and other JCR and MCR events must be submitted by the JCR and MCR respectively to the Deputy Principal of the Postmasters in 8th Week of the preceding Term. Extensions of this deadline may be arranged directly with the Deputy Principal of the Postmasters. The Deputy Principal of the Postmasters will consult with the Principal of the Postmasters, the Domestic Bursar and the Head Porter before approval is given.
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4. Responsibilities of Organisers

1. Organisers must keep the Lodge and Head Porter fully up-to-date with the event timings, guest arrivals, external supplier details etc. A guest list of all external visitors for events must be submitted to the Events Team and the Head Porter no fewer than 7 days prior to the event.

2. Organisers must arrange extra staff or security if the Head Porter, in consultation with the Principal of the Postmasters or their Deputy, deems it necessary. If the cost of security exceeds the rate set out in paragraph 8.8.2 of the Freedom of Speech Code of Practice (see Appendix 5), the excess cost must be paid by the organisers.

3. Organisers must arrange with the Head Porter for clear directions to be available at the Lodge to guests and participants. One of the organisers must be present in the Lodge when guests or participants arrive. All guests must be signed in and accompanied. Organisers must ensure that guests or participants who are not otherwise entitled to remain on the premises leave the College when the event is over.

4. Organisers may post notices advertising events on notice-boards but must not place them on walls or doors. Events open to all members of the College may be notified to the Web and Communications Manager.

5. Organisers are personally responsible for ensuring that a reasonable standard of behaviour is maintained, that noise is kept within reasonable bounds, that the number of guests is within safe and permitted limits, and that all the appropriate conditions are observed. The organiser must be present throughout the event.

6. Organisers must observe, and must ensure that those attending their events observe, the Regulations about noise and music.

7. Organisers must ensure both that those attending events are advised of the importance of observing fire regulations and that they observe them. The maximum number of occupants of each room or venue must not be exceeded.

9. Organisers must remind their guests that photographs or films of individuals who are attending the event are the personal data of those individuals and must be processed lawfully, i.e., in accordance with the Data Protection Act 2018 and the UK GDPR, so far as they apply. Processing of personal data (i.e. doing anything to, or with, someone's personal data) which is carried out by a natural person (i.e., a human) in the course of a

purely personal or household activity is outside the scope of the UK GDPR. The extent to which posting to social media by a natural person will be construed as being carried out in the course of a purely personal activity is likely to be affected by the extent to which the general public has access to the post.

Posting to social media accounts operated on behalf of the JCR and MCR or by clubs and societies does not benefit from this exception (i.e. is not a purely personal or household activity) and will be within the scope of the UK GDPR: those responsible for these accounts must therefore ensure that they have the consent of those who appear in photographs or films before posting them.

10. Except where an event is held in a Junior Member's room or in a College house, organisers must not leave before they have ensured that the venue has been left clean, tidy, and ready for use by others. The Porters and College Officers may check that the organisers have stayed until all work is complete. In particular, all washing up must be done and all waste disposed of in the correct waste bins provided. If the College is fined by the City Council in respect of a Junior Member's failure to dispose of waste in the correct waste bins, this cost will be passed on.

Where an event is held in a Junior Member's room, all glasses and debris must be cleared before the next visit by the cleaner. Where an event is held in a College house and/or the garden attached to the house, the common areas of the house and/or the garden must be cleaned and cleared before the cleaner's next visit or 10:00 the next morning, whichever is earlier.

Cleaning materials and equipment are usually available from the cleaner, and are provided in the JCR, MCR, Mure Room, and the Pavilion. A charge may be levied in the event that the venue is not fully cleaned.

College staff must not have any extra work as the result of any event.

11. Non-compliance with the Regulations concerning events or with any conditions imposed on holding the event may lead to disciplinary action. See Appendix 4 for the Tariff of Possible Fines and Charges.

12. Parties to be held in College property must not be advertised outside the College nor can a charge be made for admission or drinks.

13. Any electrical equipment to be used at an event must have been inspected and approved by the College's electrician. The use of smoke vapour machines is forbidden except by special permission.

14. Junior Members are reminded that entertainment licences are required by law for a "public performance". This does not apply to private events confined to members of the University and their bona fide guests. For such a performance not to be public, the restriction on the audience must be announced on any advertisement that the public might see, and all reasonable steps must be taken to exclude members of the public. Advertisements should be confined to "private" areas of the University therefore. Even for private performances, organisers remain responsible for the safety of performers and the audience, and for compliance with the law, e.g. the Theatres Act 1968.

APPENDIX 9: JUNIOR MEMBERS' COMPLAINTS PROCEDURE

1. Scope

- 1.1. This Complaints Procedure is provided for Junior Members and in very limited circumstances former Junior Members. Merton College takes seriously complaints about any aspect of its operation. The purpose of this Complaints Procedure is to enable Junior Members to bring complaints to the attention of the College and to provide an efficient process for investigating and responding to them. The aim of this Complaints Procedure is to reach a satisfactory resolution of a complaint within a reasonable timescale, having due regard to natural justice.
- 1.2. In this Complaints Procedure, the following terms have the following meanings:

Board	A Committee, Sub-Committee, or Forum of the College as set out in Chapter VII of the Bylaws.
Bylaws	The College Bylaws as amended from time to time.
College Officer	As defined by College Statute 5.2 and Bylaws IV.1 and 2 but (for the purposes of this Procedure) including the Warden in relation to a complaint about the conduct of the Sub-Warden.
Complainant	A person making use of this Complaints Procedure.
Complaints Review Panel	A Panel convened by the Reviewer under Stage Three consisting of the Reviewer (chair and convener) and two Fellows of the College enlisted by the Reviewer who have had no involvement in the complaint or its handling in Stage One or Stage Two.
Eligible Complaint	A complaint fulfilling the criteria set out in paragraph 2.
Eligible Complainant	A Junior Member of the College with current student status; or a Junior Member whose student status is temporarily suspended for any reason

	(whether or not a condition attaches to their resumption of student status); or a former Junior Member whose complaint relates to a matter that arose while they were a Junior Member (whether or not their student status was suspended at the time).
Formal Complaint	A complaint made under Stage Two of this Complaints Procedure.
Investigator	The person appointed under Stage Two to investigate a Formal Complaint.
Junior Member	A Junior Member of the College as defined by College Statute 6.1, i.e., a person who has been presented by the College for matriculation or who has migrated to the College and is engaged in an approved course of study within the University or who has been admitted to the College to pursue an approved course of study.
Life Member	A Life Member of the College as defined by Bylaw V.12, i.e., any person who was a Junior Member and who is a member of the Convocation of the University and any person who has been a Warden or Fellow of the College (but not a Visiting Research Fellow).
Private Dispute	A dispute between a Junior Member and another member or employee of the College that does not arise from the conduct of those members or employees acting or holding themselves out as acting in their capacity as members or employees of the College.
Representative	A person appointed to represent a Junior Member in making or pursuing a complaint in accordance with and subject to the provisions of paragraph 3.

Review	A review of the handling of a Formal Complaint. A Review is provided for under Stage Three.
Reviewer	The person to whom a request for a Review must be send in accordance with paragraph 7.2.
Senior Fellow	The member of the Governing Body who is first in order of precedence under Bylaw III.3.
Stages	The Stages of this Complaints Procedure set out in paragraph 4.
Welfare Team	The Head of Welfare, the Senior Welfare Adviser, the College Nurse, and the Junior Deans for Welfare.
Working days	Days other than: Saturdays, Sundays, Bank Holidays in England and Wales, or days within the College's Christmas and Easter closures.

2. Eligible Complaints

- 2.1. Subject to paragraph 2.2, this Complaints Procedure applies to any objection by an Eligible Complainant to or arising from any aspect of the College's academic, administrative, welfare, or domestic provision, the behaviour of its Fellows, officers, or employees, or any other aspect of the operation of the College where the subject-matter of the objection is alleged to have had a direct adverse impact on the Eligible Complainant concerned as an individual.
- 2.2. This Complaints Procedure does not apply to:
- 2.2.1. Matters of academic judgment.
 - 2.2.2. Complaints about the behaviour of a Junior Member. Concerns about the behaviour of a Junior Member may, however, fall within the disciplinary jurisdiction of the Principal of the Postmasters and their Deputy and/or under the Policy and Procedure on Harassment.
 - 2.2.3. Complaints that a member or employee of the College has committed harassment falling under the Policy and Procedure on Harassment.

- 2.2.4. A matter which is being dealt with or has been dealt with under any part of Chapter XI of the Bylaws.
- 2.2.5. A matter falling within the scope of any other specific procedure that the College may adopt from time to time.
- 2.2.6. Complaints about people who are not members or employees of the College. In this context, "members" does not include those who have no current status in the College other than Life Member, except where the complaint against a Life Member arises from behaviour in the context of a College event or activity (including those occurring virtually).
- 2.2.7. Private Disputes.
- 2.2.8. A complaint about a matter which has had no adverse individual impact on the Complainant. Suggestions and observations about matters of general College policy or affecting Junior Members generally should be raised with the College through the President of the Junior or Middle Common Room.
- 2.2.9. Complaints by those who are not Eligible Complainants.
- 2.3. This Complaints Procedure cannot be used to appeal against disciplinary decisions of the Principal or Deputy Principal of the Postmasters. Provision for such appeals is made in Bylaw XI B. For the avoidance of doubt (see paragraph 2.2.4 above), this Complaints Procedure cannot be used to appeal against or to seek review of decisions made under any part of Chapter XI of the Bylaws.

3. Eligible Complainants

- 3.1. A complaint under this Complaints Procedure may only be made by an Eligible Complainant or (subject to paragraph 3.2) by a Representative on their behalf and where in Stage One, Stage Two, or Stage Three this Complaints Procedure provides for action by a Complainant in making or pursuing a complaint, "Complainant" includes reference to a duly-appointed Representative.
- 3.2.
- 3.2.1. A complaint may be made or pursued by a Representative on behalf of a Complainant only in the following exceptional circumstances:
 - 3.2.1.1. The Complainant is so unwell or suffering from such other severe difficulty as to be prevented from making or pursuing the complaint themselves; and
 - 3.2.1.2. the Complainant has written to the Sub-Warden (a) to give the Representative authority to act on their behalf and (b) to explain the circumstances which prevent the Complainant from being able to act on their own behalf.
- 3.2.2. Where in the Sub-Warden's judgment the Complainant's explanation does not adequately identify circumstances that prevent them from acting personally, the appointment of a Representative will not be accepted. If the appointment of a Representative has not been accepted the Sub-Warden will notify the Complainant in writing within five working days and will explain why.

- 3.2.3. A Representative should normally be another member of the College or a member of Oxford SU Student Advice Service. The appointment of a legal or other professional adviser as the Complainant's Representative is not normally permitted.
- 3.2.4. If a Complainant appoints a Representative the College will deal only with the Representative concerning the complaint and will not deal with the Complainant personally until the Sub-Warden has received written notice from the Complainant revoking the Representative's appointment.
- 3.3. A group of Complainants who wish to make the same complaint may make a joint complaint. In this case, they must nominate one of their number to act on their joint behalf as their spokesperson and the spokesperson will be the Representative of the other Complainants concerned in the complaint.
- 3.4. Anonymous complaints will not be considered except in exceptional circumstances where there are compelling reasons to do so. A complaint made anonymously must satisfactorily identify the Complainant's standing to use this Complaints Procedure and must explain what the exceptional circumstances and compelling reasons are for its consideration.

4. Outline of Complaints Procedure

- 4.1. This Complaints Procedure contains the following Stages:
 - 4.1.1. Stage One: Raising a Concern
 - 4.1.2. Stage Two: Formal Complaint
 - 4.1.3. Stage Three: Review.
- 4.2. Subject to the exception provided in paragraph 6.2, a Complainant must follow the Stages in the order set out above.
- 4.3. Before beginning the procedure set out above, a Complainant may discuss confidentially the nature of the proposed complaint and how to proceed with an appropriate member of the Welfare Team or any Fellow unconnected with the subject-matter of the proposed complaint who may be willing to be consulted.
- 4.4. A Complainant who remains dissatisfied after completion of all the Stages may apply to the Office of the Independent Adjudicator for Higher Education as set out in paragraph 7.12 below.
- 4.5. Complaints must be dealt with confidentially by all parties except where it is necessary to disclose information to carry out a fair investigation. To enable an investigation to be carried out fairly, the Complainant's identity will usually need to be disclosed to any person who is the subject of the complaint.
- 4.6. All parties involved in a complaint must act reasonably and fairly and treat the College's procedures with respect.
- 4.7. Disciplinary action may be taken against:
 - 4.7.1. a Complainant who makes a malicious or vexatious complaint;

4.7.2. anyone who victimises a Complainant.

5. Stage One : Raising a Concern

5.1.

5.1.1. In Stage One, the Complainant raises a concern with the appropriate College Officer, as follows:

- for academic matters affecting undergraduates and matters relating to the Academic Office: the Senior Tutor;
- for academic matters affecting graduates: the Dean of Graduates;
- for matters involving domestic College staff and services e.g. food and accommodation; security; repairs and maintenance; information technology; gardens and grounds: the Domestic Bursar;
- for financial matters and matters relating to the Bursary: the Finance Bursar;
- for matters relating to the operation of the Chapel or the Chapel Office: the Chaplain;
- for matters relating to development and the Development Office: the Development Director;
- for matters relating to the Library: the Librarian;
- for matters relating to sports: the Senior Treasurer of the Amalgamated Clubs;
- for matters relating to the provision of welfare-services: the Senior Tutor;
- concerns about the actions of a College Officer (other than the Sub-Warden) or relating to the Warden's Office: the Sub-Warden;
- concerns about the actions of the Sub-Warden: the Warden.

5.1.2. If the Complainant is in doubt about the appropriate College Officer with whom to raise their concern, they may consult the Dean and Keeper of the Statutes.

5.2.

5.2.1. The Complainant may raise their concern with the appropriate College Officer either in person or in writing. If they raise their concern in person, they must also put it in writing if asked to do so to assist the College Officer dealing with it. A Complainant who uses this procedure to raise a concern must state explicitly that they are using this procedure.

5.2.2. If a Complainant raises a concern in person, they may be accompanied by another member of the College when doing so.

- 5.2.3. The Complainant must raise their concern with the appropriate College Officer as soon as possible and in any case within sixty working days after the problem arises or, if the problem has emerged gradually, within sixty working days after the action or event which, according to the Complainant, caused the problem to become a matter for complaint.
- 5.2.4. Except for exceptional reasons, a concern raised outside the time-limit in paragraph 5.2.3 will not be considered. If a Complainant believes that there are exceptional reasons why a concern raised outside the time-limit should be considered, they must state this when raising the concern.
- 5.3.
- 5.3.1. If a College Officer with whom a Complainant raises a concern forms the view that they are not the most appropriate College Officer to deal with it, they should, in consultation with the Complainant and the Dean and Keeper of the Statutes, identify a more appropriate College Officer to whom responsibility for dealing with the concern will be transferred.
- 5.3.2. The College Officer with whom the concern has been raised (or to whom responsibility for it has been transferred) must investigate expeditiously and attempt to resolve the concern by informal means.
- 5.3.3. In carrying out their duty under Stage One, the College Officer may request further information from the Complainant or others and those so requested must provide that information fully and promptly.
- 5.3.4. If the Complainant raises a concern about or relating to a particular person, the College Officer will expect to be given the Complainant's consent to disclose to that person the concern that has been raised, including, where appropriate, the identity of the Complainant. If the Complainant refuses to consent to such disclosure, the College Officer may properly decline to proceed further with Stage One.
- 5.3.5. Once the College Officer has completed their investigation and made a reasonable attempt to find an appropriate means of resolving the concern, they must inform the Complainant in writing of the outcome, i.e., the College Officer must (a) identify the results of their investigation and (b) either propose a resolution or state any agreed resolution. The College Officer may, if they wish, deliver the written outcome to the Complainant at a meeting organised for the purpose.
- 5.3.6. Except where the matter is complex or where delays have occurred which are beyond the control of the investigating College Officer, the duration of Stage One should not normally exceed fifteen working days. For the avoidance of doubt, previously booked leave is to be regarded as a delay beyond the control of the investigating College Officer. If the duration of Stage One appears likely to exceed fifteen working days, the investigating College Officer must inform the Complainant of that fact and of the expected duration.
- 5.4. Stage One is complete once the Complainant has been informed in writing of the outcome in accordance with paragraph 5.3.5.

- 5.5. If the Complainant is dissatisfied with the outcome of Stage One, they may proceed to Stage Two.

6. Stage Two: Formal Complaint

- 6.1. In Stage Two, the Complainant makes a Formal Complaint.
- 6.1.1. Once Stage One has been completed in accordance with paragraph 5.3.5, the Complainant must make any Formal Complaint within ten working days of its completion.
- 6.1.2. Unless there are exceptional reasons, a Formal Complaint made outside the time-limit in paragraph 6.1.1 must be dismissed, whether or not it is an Eligible Complaint. If a Complainant believes that there are exceptional reasons for it not to be dismissed, they must state this when making the Formal Complaint.
- 6.1.3. Except where paragraph 6.1.4 applies, a Formal Complaint must be made by setting out in writing the information required by Appendix 1 and, sending it to the Sub-Warden. If sent by email it must be sent to sub-warden@merton.ox.ac.uk and the subject-line of the email must state "Formal Complaint". If the Sub-Warden is unable to act or is conflicted (e.g., because they are the Complainant's Director of Studies) they must appoint another member of the Governing Body to act in their place. In this circumstance, "Sub-Warden" in the procedure for Stage Two should be understood as referring to the Fellow so appointed.
- 6.1.4. A Formal Complaint about the Sub-Warden must be made by setting out in writing the information required by Appendix 1 and sending it to the Warden. If sent by email it must be sent to warden@merton.ox.ac.uk and the subject-line of the email must state "Formal Complaint". In this circumstance, "Sub-Warden" in the procedure for Stage Two should be read as "Warden".
- 6.1.5. A Complainant who makes a Formal Complaint is taken thereby to consent to its investigation and to the making of inquiries in pursuit of that investigation.
- 6.2. Except as provided in paragraph 6.2.1, the Complainant must have completed Stage One before making a Formal Complaint.
- 6.2.1.
- 6.2.1.1. A Complainant who wishes to make a Formal Complaint without completing Stage One must (a) have a good reason for doing so and (b) state that reason explicitly in their Formal Complaint.
- 6.2.1.2. Examples of good reasons include (without limitation) that Stage One would not be appropriate because the subject-matter of the Formal Complaint is too serious or that because informal attempts to find a resolution have already been made outside this Complaints Procedure, Stage One would be pointless.
- 6.2.2. If it appears that a Complainant has made a Formal Complaint without having completed Stage One and they do not have or have not stated a good reason for not having completed it, the Sub-Warden must refer the matter to the

appropriate College Officer and it must be treated as if the Complainant had raised it as a concern with that College Officer under Stage One.

- 6.3. Within ten working days of receipt of the Formal Complaint, the Sub-Warden must:
 - 6.3.1. consider the Formal Complaint and determine whether it is an Eligible Complaint and whether it was made within the time-limit, and if it is an Eligible Complaint and was not made within the time-limit, whether there are exceptional reasons for it not to be dismissed; and
 - 6.3.2. write to the Complainant and either (a) confirm that the Sub-Warden will appoint an Investigator or (b) notify the Complainant that the Formal Complaint has been dismissed.
- 6.4. If the Formal Complaint is to be investigated under Stage Two, the Sub-Warden must appoint an Investigator.
 - 6.4.1. An Investigator should normally be a Fellow of the College. An Investigator must not have been involved in Stage One or have had any other involvement with the subject-matter of the Formal Complaint.
 - 6.4.2. The Complainant must be notified of the identity of the proposed Investigator and given an opportunity to object.
 - 6.4.3. A Complainant who wishes to object to a proposed Investigator must do so in writing to the Sub-Warden within five working days of being notified and must give reasons.
 - 6.4.4. The Sub-Warden must appoint another Investigator if, in the Sub-Warden's opinion, the Complainant's objections disclose good reasons for doing so.
- 6.5. The duty of the Investigator is to investigate the Formal Complaint independently and impartially and thereafter to make a report to the Sub-Warden as further set out below.
 - 6.5.1. The Investigator must make appropriate and proportionate inquiries in pursuit of their duty. Inter alia the Investigator may request additional information, including documents, from the Complainant and/or any other person, and hold interviews with the Complainant, any witnesses identified by the Complainant, and any other person.
 - 6.5.2. The Investigator must keep notes of all interviews and meetings conducted by them and for that purpose may have a note-taker present at any interview or meeting. The Investigator must ensure that the note-taker understands and accepts that they are bound by confidentiality.
 - 6.5.3. The Investigator must complete their investigation as expeditiously as the subject-matter and fairness allow.
 - 6.5.4. Within ten working days after the end of their investigation, the Investigator must produce a report in writing, setting out the details of their investigation and including as an appendix copies or notes of any evidence relied upon.

- 6.5.5. The Investigator must provide a copy of their report and its appendices to the Complainant and to any person or persons who are the subject of the Formal Complaint and invite them to submit to the Investigator any proposed corrections or objections.
- 6.5.6. Any proposed corrections or objections must be submitted to the Investigator in writing within five working days of the Investigator's invitation to submit them.
- 6.5.7. At the expiry of five working days from the Investigator's invitation to submit corrections or objections, the Investigator shall submit their report to the Sub-Warden together with any proposed corrections or objections received.
- 6.6.
- 6.6.1. The Sub-Warden must consider the Investigator's report and any additional material provided under paragraph 6.5.7 and decide whether to uphold, partially uphold or dismiss the Formal Complaint.
- 6.6.2. If the Sub-Warden decides to uphold or partially uphold the Formal Complaint, they must decide what remedy, if any, is to be given or other action taken, including any recommendations that it may be necessary or expedient to make to the Governing Body or any Board.
- 6.6.3. In making decisions under this paragraph, the Sub-Warden must not (without the prior agreement of those concerned) take into account any information or material not available to the Complainant or to the person who is the subject of the Formal Complaint.
- 6.7. Within ten working days of receiving the Investigator's report:
 - 6.7.1. The Sub-Warden must write to the Complainant to notify them of the outcome of Stage Two, i.e., the decisions taken by the Sub-Warden under paragraph 6.6 above and the reasons for taking them.
 - 6.7.2. The Sub-Warden must also notify the outcome to anyone who was the subject of the Formal Complaint and to any College Officer who needs to be made aware of it.
- 6.8. If the Sub-Warden's term of office comes to an end during Stage Two:
 - 6.8.1. if they continue to be a Fellow of the College and are not then on leave they must continue to deal with the Formal Complaint as if they were still Sub-Warden and references to "Sub-Warden" in or in relation to Stage Two include such a person;
 - 6.8.2. if they cease to be a Fellow of the College or are on leave, the new Sub-Warden must take over the handling of the Formal Complaint.

7. Stage Three: Review

- 7.1. In Stage Three a Complainant who is dissatisfied with the outcome of Stage Two requests a Review.

- 7.1.1. The Complainant must request a Review within ten working days of being notified of the outcome of Stage Two in accordance with paragraph 6.7.1 above.
- 7.1.2. Unless there are exceptional reasons, a request for a Review made outside the time-limit in paragraph 7.1.1 will be dismissed. If a Complainant believes that there are exceptional reasons for it not to be dismissed, they must state this when making the request for a Review.
- 7.1.3. A request for a Review must be made by setting out in writing the grounds on which the request is made and sending it to the Reviewer, as provided below.
 - 7.1.3.1. Except where paragraph 7.1.3.2 applies, a request for a Review must be sent to the Warden. If sent by email it must be sent to warden@merton.ox.ac.uk and the subject-line of the email must state "Request for Review (Formal Complaint)".
 - 7.1.3.2. If the Formal Complaint was dealt with by or concerned the Warden, the written request for a Review must be sent to the Senior Fellow, whose name and email-address are available from the Warden's Office. If sent by email the subject-line of the email must state "Request for Review (Formal Complaint)".
- 7.1.4. Where the Warden dealt with the Formal Complaint, references to "Sub-Warden" in paragraphs 7.2 and 7.3 below should be read as "Warden".
- 7.2. A Complainant may request a Review on one or more of the following grounds:
 - 7.2.1. That there was a procedural irregularity or error in the handling of the Formal Complaint.
 - 7.2.2. That the outcome of Stage Two was objectively unreasonable.
 - 7.2.3. That the Sub-Warden did not provide reasons or did not provide clear reasons for their decisions in notifying the Complainant of the outcome of Stage Two.
 - 7.2.4. That the Complainant has material evidence which the Investigator and the Sub-Warden have not seen and good reasons for why this evidence was not provided earlier.
- 7.3. As regards the grounds on which a Complainant may request a Review:
 - 7.3.1. If the Complainant relies on the ground in paragraph 7.2.1 they must identify the irregularity or error in their request for a Review.
 - 7.3.2. If the Complainant relies on the ground in paragraph 7.2.2 they must identify which aspects of the outcome they consider to be objectively unreasonable and explain why.
 - 7.3.3. If the Complainant relies on the ground in paragraph 7.2.3 they must identify where reasons were not given or the aspects in which the reasons given by the Sub-Warden were unclear.
 - 7.3.4. If the Complainant relies on the ground in paragraph 7.2.4 they must provide the evidence and explain their reasons for not providing it earlier.

- 7.4. Within ten working days of receipt of the request for a Review, the Reviewer must:
- 7.4.1. Consider the request for a Review and determine whether there is a prima facie case for a Review and whether the request was made within the time-limit, and if there is a prima facie case and the request was not made within the time-limit, whether there are exceptional reasons for it not to be dismissed; and
 - 7.4.2. write to the Complainant and either (a) confirm that the Reviewer will convene a Complaints Review Panel or (b) notify the Complainant that the request for a Review has been dismissed.
- 7.5. If the request for a Review is dismissed the College's procedures for dealing with the complaint are at an end and the Reviewer must inform the OIA Point of Contact so that a Completion of Procedures letter can be issued to the Complainant. If the OIA Point of Contact was the object of the Complaint, the Completion of Procedures letter will be issued by the OIA Point of Contact Delegate⁸.
- 7.6. If the request for a Review is not dismissed the Reviewer must convene a Complaints Review Panel which must then meet as often as necessary to complete the Review. The Complaints Review Panel must aim to complete the Review within ten working days and must ensure that the Complainant is kept informed if for any reason the Review will take longer.
- 7.7. In undertaking the Review the Complaints Review Panel must consider the documents set out in paragraph 7.8 without holding any hearing and on that basis decide whether to uphold, partially uphold or dismiss the Formal Complaint.
- 7.8. The documents to be considered by the Complaints Review Panel pursuant to paragraph 7.7. above are the following:
- 7.8.1. The Formal Complaint;
 - 7.8.2. the report and other material submitted by the Investigator pursuant to paragraph 6.5.7 above;
 - 7.8.3. the notification of the outcome of Stage Two received by the Complainant pursuant to paragraph 6.7.1 above; and
 - 7.8.4. the request for a Review submitted by the Complainant pursuant to paragraph 7.1 above.
- 7.9. If the Complaints Review Panel decides to uphold or partially uphold the Formal Complaint, it must decide what remedy, if any, is to be given or other action taken, including any recommendations that it may be necessary or expedient to make to the Governing Body or any Board.
- 7.10. Within five working days after the Complaints Review Panel has made its decisions the Reviewer must write to the Complainant to notify them of those decisions and of the reasons for them.

⁸ At the date of publication of this Procedure, the OIA Point of Contact was the Dean and Keeper of the Statutes and the OIA Point of Contact Delegate was the Senior Tutor. This footnote will be updated as necessary.

- 7.11. The College's procedures are complete when pursuant to paragraph 7.10 the Reviewer has notified the Complainant of the Complaints Review Panel's decisions. The Reviewer must inform the OIA Point of Contact so that a Completion of Procedures letter can be issued to the Complainant. If the OIA Point of Contact was the object of the Complaint, the Completion of Procedures letter will be issued by the OIA Point of Contact Delegate.¹
- 7.12. If the Complainant remains dissatisfied once the College's procedures are complete, they may apply to the Office of the Independent Adjudicator for Higher Education (see <http://www.oiahe.org.uk/>). The Senior Tutor must make available the forms and accompanying guidance notes at the Complainant's request.

8. Monitoring of Formal Complaints

- 8.1. The Warden's Office must keep an anonymised record of the number of Formal Complaints made, the general area of each one, of their outcomes (dismissed, partially upheld, upheld), of any requests for Review and of their outcomes (dismissed, partially upheld, upheld).
- 8.2. The Sub-Warden must present a report to the Governing Body at the beginning of Michaelmas Term each year containing the information recorded during the previous academic year pursuant to paragraph 8.1.

APPENDIX 1 to the Junior Members' Complaints Procedure

NOTES

- a. **Stage One:** Before submitting a Formal Complaint you must have completed Stage One of the Complaints Procedure, except in the special circumstances set out in paragraph 6.2 of the Complaints Procedure.
- b. **Group complaints:** A group of Junior Members who are jointly making a Formal Complaint must nominate one of their number to act on their joint behalf as their spokesperson and the spokesperson must complete this form. The spokesperson will be the Representative of the other Junior Members concerned in the complaint. All the Junior Members concerned must sign the Formal Complaint or, if the Formal Complaint is submitted by email, all the Junior Members listed must be copied into the email.

Information to be included in a Formal Complaint

Part A

1. Your Family-name and forename.
2. Your matriculation-year and subject.
3. Your email-address.
4. Is this a group complaint? If so,
 - 4.1. Please give the family-name and forename of each complainant.
 - 4.2. Please confirm that you are authorised by the other complainants to act as their spokesperson.

Part B

5. Please identify the subject of your complaint (i.e., the service, department, or person about whom you are complaining).
6. Have you been through Stage One of the Procedure?
 - 6.1. If so, when was it completed?
 - 6.2. If not, do you have a good reason why not? What is that reason?
7. The time-limit for making a Formal Complaint after Stage One is ten working days after the completion of Stage One.
 - 7.1. Is your Formal Complaint being submitted within that time-limit?
 - 7.2. If not, do you have an exceptional reason why you are submitting your Formal Complaint late? If so, what is it?
8. Please set out in numbered paragraphs the key points of your complaint. This should include a brief summary of the crucial facts, including dates, a summary of what you

say the subject of your complaint did wrong, a summary of the supporting evidence. Please try to keep to a maximum of 1,000 words.

9. Please list and attach any supporting evidence.

10. Please confirm the following:

10.1. That you have read and understood the Junior Members' Complaints Procedure.

10.2. If you are the Representative of a group of Junior Members:

10.2.1. That you are the nominated representative of the group and that all its members agree that you can make this Formal Complaint on behalf of all of them.

10.2.2. That you understand and accept that you must ensure that you are fairly representing the views of all the group's members.

10.2.3. That the list of members of the group which you have attached to your complaint is an accurate and complete list of all the members of the group.

10.2.4. That all members of the group have read your Formal Complaint and agree with it.

10.3. That you (and if you are the representative of a group, the members of the group) understand and accept that the College may need to process personal details about you (and them) in order to investigate the Formal Complaint.

10.4. That you (and if you are the representative of a group, the members of the group) understand and accept that the College may need to exchange information about the Formal Complaint with other persons during its investigation, including disclosure of complainants' identities.

10.5. That all information given by you in making your Formal Complaint is true, correct, and complete to the best of your knowledge.

APPENDIX 10: POLICY ON THE MISUSE OF DRUGS BY JUNIOR MEMBERS

MERTON COLLEGE

POLICY ON THE MISUSE OF DRUGS BY JUNIOR MEMBERS

1. Approval

- 1.1. This Policy was approved by the committee appointed by the Governing Body to revise the Junior Members' Handbook and College Regulations during the Long Vacation 2025.
- 1.2. Any amendments to this Policy require the approval of the Warden and Tutors' Committee or of any other committee appointed by the Governing Body to revise the Junior Members' Handbook and College Regulations.

2. Scope

- 2.1. The College strives to maintain a working, learning and social environment in which the rights and dignity of all its Fellows, Junior Members, and staff are respected to assist them in reaching their full potential.
- 2.2. The health risks of misusing Drugs are very real and the misuse of Drugs can have a serious effect on academic study.
- 2.3. Under section 4 of the Misuse of Drugs Act 1971, it is a criminal offence (subject to relevant statutory defences) for a person to produce a Drug or to be concerned in the production of a Drug or to supply or offer to supply a Drug to another or to be concerned in supplying or making an offer to supply a Drug to another. Under section 5 of the Misuse of Drugs Act 1971, it is a criminal offence (subject to relevant statutory defences) for a person to have a Drug in their possession.
- 2.4. Under section 8 of the Misuse of Drugs Act 1971, it is a criminal offence for the College knowingly to permit or suffer the following to take place on its premises: the production or attempted production of a Drug; the supply or attempted supply of a Drug; the preparation of opium for smoking; or the smoking of cannabis, cannabis resin or prepared opium on its premises.
- 2.5. Junior Members are reminded that, in accordance with College Regulation 23, they must not bring Drugs onto College premises unless such Drugs have been medically prescribed for them and they are able to provide evidence of this, if required.

3. Definitions

In this Policy, the following terms have the following meanings:

Bylaw	A Bylaw made for the College by the Governing Body under Statute 2.7 of the College Statutes approved by The Queen-in-Council on 15 July 2015.
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College Regulation	A regulation made for Junior Members under the authority of the Governing Body and published in <i>Regulations for Junior Members</i> .
Drug	Any controlled drug as defined and classified by or in accordance with the Misuse of Drugs Act 1971 and the Misuse of Drugs Regulations 2001. ¹
Junior Member	A Junior Member of the College as defined by Statute 6.1, i.e., a person who has been presented by the College for matriculation or who has migrated to the College and is engaged in an approved course of study within the University or who has been admitted to the College to pursue an approved course of study.
University	The University of Oxford

4. The Pastoral Framework

- 4.1. Junior Members are encouraged to seek help if they are concerned about their own or others' use of Drugs.
- 4.2. **Advice** is available at both College and University level. Within the College, Junior Members should contact the Head of Welfare, Senior Welfare Advisor, College Nurse, or College Chaplain. The University's Student Counselling Service provides a source of confidential counselling outside the College. In addition, Oxford SU's advice service can assist Junior Members in finding appropriate support.²
- 4.3. **Medical Help.** One practical way to start the process of recovery is to recognise the medical issues, and to seek help, from the College Doctors, who will be bound by the conventions of medical confidentiality. The surgery is based at the Jericho Health Centre, New Radcliffe House, Walton Street, Oxford, OX2 6NW.
- 4.4. Free and confidential advice can be obtained from [Turning Point Roads to Recovery](#) (01865 261690), or from the **National Drugs Helpline 'FRANK'** (0800 776600), and other contacts are available at www.talktofrank.com.

5. Disciplinary Framework

- 5.1. In light of the criminal provision referred to in paragraph 2.4 above, Junior Members should be aware that the College will take appropriate action in the event of a reasonable suspicion that an incident involving Drugs is taking place, has taken place, or is likely to take place on College premises. In particular, the College reserves the right to conduct searches on its premises when the College considers

¹ [Controlled drugs list - GOV.UK](#)

² <https://www.oxfordsu.org/advice/>

there is reason to do so.

- 5.2. Junior Members found using Drugs on College premises are likely to be subject to disciplinary action in accordance with the Bylaws and College Regulations.
- 5.3. Other procedures may be relevant depending on the particular circumstances. For example, the University's disciplinary procedures, or procedures relating to Fitness to Study and/or Fitness to Practise.
- 5.4. In managing disciplinary cases involving the use of Drugs, the College seeks to follow the approach set out below (although, depending on the circumstances of the case, it is not bound by it):
 - 5.4.1. **Use or possession of Drugs for personal use**
 - 5.4.1.1. In the case of use or possession of Drugs for personal use, the College, will normally, on the occasion of the first incident, issue a formal warning, together with such conditions (such as drugs counselling) as appropriate to enable the Junior Member to address the problem. A record will be made of all formal warnings. Further disciplinary sanctions (such as a fine, or suspension) may also be appropriate at this stage, depending on the circumstances.
 - 5.4.1.2. Further offences, or failure to address the problem, are likely to lead to more serious disciplinary action. Disciplinary action will proceed in accordance with the Bylaws and College Regulations.
 - 5.4.2. **Supplying and dealing in Drugs**
 - 5.4.2.1. Supplying and dealing in Drugs will be treated severely. Those suspected of dealing in Drugs (including cannabis) should expect to be referred to the local police, and for internal disciplinary action to be pursued (as appropriate in light of any criminal process) and Junior Members may be suspended or expelled.
 - 5.4.2.2. Junior Members should be aware that 'supply' includes all forms of passing Drugs to someone else, irrespective of whether payment is made. For example, passing a cannabis joint around a group involves a series of 'supplies'.
- 5.5. Junior Members are reminded that under College Regulation 11, they are responsible for the behaviour of their guests on College premises.

APPENDIX 11: INFORMATION SECURITY POLICY

MERTON COLLEGE INFORMATION SECURITY POLICY

1. Approval and binding effect

- 1.1. The following Policy was **approved** by the Governing Body of Merton College ("the College") on Wednesday, 3rd October, 2018.
- 1.2. Any amendments to this Policy require the Governing Body's approval. The Governing Body approved amendments to this Policy on 19 June 2023.
- 1.3. This Policy shall be reviewed **annually** to ensure that any new developments are covered and protected.
- 1.4. All members of the College and all employees or other staff of the College are bound by these Regulations and **must** comply with them. For the avoidance of doubt any reference to employees or staff shall include permanent, temporary, contract and other support staff as applicable; and "members" include both Fellows and Junior Members.
- 1.5. This Policy shall be communicated to users and relevant external parties, and a link to it will be provided from the College's website.
- 1.6. Wilful failure to comply with this Policy and the Baseline will be treated extremely seriously by the College and may result in disciplinary action against a group and/or an individual.

2. Scope and Purpose

- 2.1. This Policy outlines the approach of the College to information security management and provides the guiding principles and responsibilities to ensure the College's information security objectives are met.
- 2.2. This Policy is applicable across the College and individually applies to:
 - 2.2.1. all individuals who have access to the College's information and technologies;
 - 2.2.2. all facilities, technologies and services that are used to process the College's information;
 - 2.2.3. information processed, in any format, by the College pursuant to its operational activities;
 - 2.2.4. internal and external processes used to process the College's information; and
 - 2.2.5. external parties who provide information processing services to the College.
- 2.3. The College's objectives for information security are that:
 - 2.3.1. a culture is embedded to ensure that in all teaching, research and administration activities information security is considered;

- 2.3.2. individuals are aware and kept informed of their information security responsibilities;
 - 2.3.3. information risks are identified, managed and mitigated to an acceptable level;
 - 2.3.4. authorised users can securely access information to perform their roles;
 - 2.3.5. facilities, technologies and services adequately balance usability and security;
 - 2.3.6. implemented security controls are pragmatic, effective, and measurable;
 - 2.3.7. contractual, regulatory and legal obligations relating to information security are met; and
 - 2.3.8. incidents are effectively managed and resolved, and are learnt from to improve the College's control environment.
- 2.4. Support and guidance for departments are offered by the Merton IT Department which in turn is supported by the central University of Oxford Information Security team, "InfoSec".

3. Information Security Policy Framework ("ISPF")

- 3.1. Information is critical to the College's operations and failure to protect information increases the risk of financial and reputational losses. The College is committed to protecting information, in all its forms, from **loss of confidentiality, integrity, and availability**, ensuring that:
- 3.1.1. all relevant employees and members of the College complete information security awareness training;
 - 3.1.2. information security risk is adequately managed and risk assessments on IT systems and business processes are performed where appropriate;
 - 3.1.3. all relevant information security requirements of the College are covered in agreements with any third-party partners or suppliers, and compliance against these is monitored;
 - 3.1.4. appropriate information security controls are implemented to protect all IT facilities, technologies, and services used to access, process and store the College's information;
 - 3.1.5. all information security incidents are reported in a timely manner via appropriate internal channels, information systems are isolated, and incidents properly investigated and managed;
 - 3.1.6. Information Asset Owners are identified for all the College's information assets, assets are classified according to how critical and sensitive they are, and rules for their use are in place; and
 - 3.1.7. information security controls are monitored to ensure they are adequate and effective.

- 3.2. To provide the foundation of a pragmatic information security framework, the College will implement a set of minimum information security controls as set out in College regulations and the College's handbooks (to be known as 'the Baseline').
- 3.3. Where research, regulatory or national requirements exceed the Baseline, controls will be increased at necessary service or project level. Where it is not possible or practicable to meet the Baseline, exceptions will be documented to justify the deviation and appropriate compensating controls will be put in place. The Baseline will support the College in achieving its information security objectives.

4. Responsibilities and Compliance

- 4.1. The following bodies and individuals have specific information security responsibilities:
 - 4.1.1. The **Finance Bursar** is accountable to the Governing Body for management of the information security risks to the College's Fellows, employees, Junior Members and other members.
 - 4.1.2. The **Finance Committee** has responsibility for overseeing the management of the information security risks to the College's Fellows, employees, Junior Members and other members.
 - 4.1.3. The **Domestic Bursar** is responsible for establishing and maintaining such arrangements as may be necessary to ensure the availability, integrity and confidentiality of the College's information.
 - 4.1.4. The **Data Protection Officer** is (as set out in more detail in the Data Protection Policy) responsible for monitoring internal data protection compliance, advising on the College's data protection obligations and acting as a point of contact for individuals and the ICO.
 - 4.1.5. The **Head of IT** is responsible for the implementation of information security arrangements for the computer and digital information systems operated internally by the College. The Head of IT is responsible for the provision of expert technical advice in relation to computer and digital information security arrangements with any third party partners or suppliers.
 - 4.1.6. **Users** are responsible for making informed decisions to protect the information that they process.
- 4.2. The College shall conduct information security compliance and assurance activities, facilitated as appropriate by the University's Information Security Team, to ensure information security objectives and the requirements of the ISPF are met.

5. Review and Development

This Policy, and supporting ISPF documentation, shall be reviewed and updated annually by the Finance Bursar, the Domestic Bursar, and the Data Protection Officer and approved by the Governing Body after review by the Finance Committee and the Statutes and Bylaws Committee to ensure that they **remain operationally fit for purpose; reflect changes in technologies; are aligned to relevant best practice; and support continued regulatory, contractual and legal compliance.**

APPENDIX 12: MERTON COLLEGE DATA PROTECTION BREACH REGULATIONS

1. Approval and binding effect

- 1.1. These Regulations were approved by the Governing Body of Merton College ("the College") on Wednesday 3 October 2018.
- 1.2. Any amendments to these Regulations require the Governing Body's approval. The Governing Body approved amendments to this Policy on 19 June 2023.
- 1.3. These Regulations apply to all personal data held by the College.
- 1.4. All members of the College and all employees or other staff of the College are bound by these Regulations and **must** comply with them. For the avoidance of doubt any reference to employees or staff shall include permanent, temporary, contract and other support staff as applicable; and "members" includes both Fellows and Junior Members.

2. Definitions

- 2.1. "DPO" means the College's Data Protection Officer.
- 2.2. "GDPR" means the UK General Data Protection Regulation.
- 2.3. "ICO" means the Information Commissioner's Office.
- 2.4. 'MUST' and 'SHALL' mean that the item is an absolute requirement.

'MUST NOT' and 'SHALL NOT' mean that the item is absolutely prohibited.

'SHOULD' means that there may exist valid reasons in particular circumstances not to comply with a particular item, but the full implications must be understood and carefully weighed before choosing a different course.

'SHOULD NOT' means that there may exist valid reasons in particular circumstances when particular behaviour is acceptable or even useful, but the full implications should be understood and the case carefully weighed before implementing any behaviour described with this label.

3. Types of breach

Examples of breaches include (but are not limited to):

- 3.1. Data Breach / Loss/ Theft: physical or digital;
- 3.2. loss or theft of data or equipment on which data is stored;
- 3.3. inappropriate access controls allowing unauthorised use;
- 3.4. equipment failure;
- 3.5. human error;

- 3.6. unforeseen circumstances such as fire or flood;
- 3.7. hacking;
- 3.8. offences where information is obtained by deception.

4. Reporting a breach or suspected breach

- 4.1. Any member of the College who discovers, suspects or receives a report of a breach or suspected breach **must** immediately inform the DPO (or, if the DPO is not available, the Finance Bursar; or, if the Finance Bursar is not available, the Domestic Bursar) and, where the breach involves information technology, the Head of IT.
- 4.2. Any member of the College's staff who discovers, suspects or receives a report of a breach (or suspected breach) **must** immediately inform the DPO (or, if the DPO is not available, the Finance Bursar; or, if the Finance Bursar is not available, the Domestic Bursar) and their Head of Department and, where the breach involves information technology, the Head of IT.
- 4.3. Where under the GDPR the College is under a duty to report a data breach to the ICO, this **must** be done within 72 hours of becoming aware of the breach.¹

¹ The following ICO guidance will help the DPO decide whether and how to notify:

- When a personal data breach has occurred, you need to establish the likelihood and severity of the resulting risk to people's rights and freedoms. If it is likely that there will be a risk then you must notify the ICO; if it is unlikely then you do not have to report it. However, if you decide you do not need to report the breach, you need to be able to justify this decision, so you should document it.
- In assessing risk to rights and freedoms, it is important to focus on the potential negative consequences for individuals. Recital 85 of the GDPR explains that: "A personal data breach may, if not addressed in an appropriate and timely manner, result in physical, material or non-material damage to natural persons such as loss of control over their personal data or limitation of their rights, discrimination, identity theft or fraud, financial loss, unauthorised reversal of pseudonymisation, damage to reputation, loss of confidentiality of personal data protected by professional secrecy or any other significant economic or social disadvantage to the natural person concerned."
- This means that a breach can have a range of adverse effects on individuals, which include emotional distress, and physical and material damage. Some personal data breaches will not lead to risks beyond possible inconvenience to those who need the data to do their job. Other breaches can significantly affect individuals whose personal data has been compromised. You need to assess this case by case, looking at all relevant factors.
- If it is decided to report the incident to the ICO, the following link has details on how to do so: <https://ico.org.uk/for-organisations/report-a-breach/>

5. Immediate Containment / Recovery

5.1. In a case falling within regulation 4.1:

- 5.1.1. Where the breach involves information technology, the Head of IT **must** ascertain whether the breach is still occurring; if so, steps **must** be taken immediately to minimise the effect of the breach;
- 5.1.2. the DPO and (where the breach involves information technology) the Head of IT **must** ensure that appropriate steps are taken quickly to recover any losses and limit the damage.

5.2. In a case falling within regulation 4.2:

- 5.2.1. The Head of Department **must** ascertain whether the breach is still occurring. If so, steps **must** be taken immediately to minimise the effect of the breach.²
- 5.2.2. If the breach involves information technology the Head of Department **should** ask for assistance from IT staff.
- 5.2.3. The Head of Department **must** check that the the DPO has been informed and **must** also inform the College Officer with supervisory responsibility for the staff concerned as soon as possible.
- 5.2.4. The DPO and the supervising College Officer, working with the Head of Department, and (where the breach involves information technology) the Head of IT **must** ensure that appropriate steps are taken quickly to recover any losses and limit the damage.

5.3. Steps to recover losses and limit damage might include:

- 5.3.1. Attempting to recover lost equipment;
 - 5.3.2. Contacting any affected individuals or departments so that they are prepared for any potentially inappropriate enquiries 'phishing' for further information on those concerned;
 - 5.3.3. Contacting the relevant people so that they can be prepared to handle any press or other enquiries that may result;
 - 5.3.4. The use of back-ups to restore lost/damaged/stolen data;
 - 5.3.5. If bank details have been lost/stolen, contacting banks directly for advice on preventing fraudulent use.
- 5.4. If the data breach includes any entry codes or passwords, these codes **must** be changed immediately and all relevant employees and members of the College informed.
- 5.5. The DPO **must** consider whether the police need to be informed. Informing the police would be appropriate where illegal activity is known or is believed to have

² E.g. by shutting down a system or alerting relevant staff.

occurred, or where there is a risk that illegal activity might occur in the future given the nature of information lost.

6. Investigation

- 6.1. The DPO **shall** ensure that the College investigates the breach and ascertains whose data was involved in the breach, the potential effect on the data subject and what further steps need to be taken to remedy the situation.
- 6.2. The investigation **should** involve the Head of IT (where the breach involves information technology) and the relevant Head of Department and/or supervising College Officer.
- 6.3. The investigation **shall** consider: the type of data concerned, its sensitivity, what protections are in place (e.g. encryption), what has happened to the data, whether the data could be put to any illegal or inappropriate use, how many people are affected, what type of people have been affected (the public, suppliers etc.) and whether there are wider consequences to the breach.
- 6.4. The investigation **shall** be completed urgently and wherever possible within 24 hours of the breach being discovered or reported. A further review of the causes of the breach and recommendations for future improvements **must** be done once the matter has been resolved.

7. Informing and recording

- 7.1. If the breach is likely to result in a high risk of adversely affecting individuals' rights and freedoms, the DPO **shall** ensure that the College informs those individuals without undue delay.
- 7.2. The DPO **shall**, after seeking legal advice (where necessary), decide which agencies and which other persons should be notified of the breach. Some people/agencies may need to be notified as part of the initial containment, but the decision will normally be made once an investigation has taken place.
- 7.3. The DPO **shall** liaise with the Land Agent about informing the College's insurers.
- 7.4. The DPO **shall** ensure that the College keeps a record of all personal data breaches by reporting them to the Finance Committee (see further paragraph 8.1) and retaining copies of those reports, regardless of whether the College was required to notify data subjects.

8. Evaluation

- 8.1. In the aftermath of the breach, the DPO **shall** fully review both the causes of the breach and the effectiveness of the response to it and prepare a written report for the next meeting of the Finance Committee.
- 8.2. If systemic or ongoing problems are identified, an action plan **must** be drawn up and approved by the Finance Committee to correct these.
- 8.3. If the breach warrants a disciplinary investigation this **shall** be conducted by the appropriate College Officer or Head of Department in accordance with the College's Bylaws and other relevant regulations.

9. Implementation

- 9.1. All Heads of Department **must** ensure that their staff are aware of these Regulations and their requirements. This should be undertaken as part of induction and supervision.
- 9.2. The DPO in co-operation with the Finance Bursar, the Sub-Warden, and the Senior Tutor **must** ensure that the Fellows and Junior Members of the College are aware of these Regulations and their requirements.

10. Review and Amendment

These Regulations **shall** be reviewed and updated annually by the Finance Bursar and the DPO and approved by the Governing Body after review by the Finance Committee and the Statutes and Bylaws Committee.

Useful contacts

Data Protection Officer:	dpo@merton.ox.ac.uk 01865 276310 (College Lodge)
IT Department:	it-support@merton.ox.ac.uk 01865 276310 (College Lodge)
Head of IT:	head.of.it@merton.ox.ac.uk 01865 276310 (College Lodge)

APPENDIX 13: MERTON COLLEGE NETWORK ACCEPTABLE USE REGULATIONS

MERTON COLLEGE NETWORK ACCEPTABLE USE REGULATIONS

1. Approval and binding effect

- 10.1. These Regulations were **approved** by the Governing Body of Merton College ("the College") on Monday 3 December 2018.
- 10.2. Any amendments to these Regulations require the Governing Body's approval. The Governing Body approved amendments to this Policy on 21 March 2021, 19 June 2023 and 22 June 2026.
- 10.3. This Policy is to be reviewed **annually** to ensure any new developments are covered and protected.
- 10.4. All members of the College, all employees or other staff of the College, and all other Users (as defined below) are bound by these Regulations and **must** comply with them. For the avoidance of doubt any reference to employees or staff shall include permanent, temporary, contract and other support staff as applicable; and "members" shall include the Warden and Fellows and Junior Members.

11. Definitions

- 11.1. "College network" means a physical or virtual data network service where the configuration and gateway are within the control of Merton College or a suitably connected third party.
- 11.2. "DPO" means the College's Data Protection Officer.
- 11.3. "Users" are the Warden, Fellows, employees, Junior Members, consultants, contractors, agents and other authorised users accessing Merton College IT systems and applications.
- 11.4. 'MUST' and 'SHALL' mean that the item is an absolute requirement.

'MUST NOT' and 'SHALL NOT' mean that the item is absolutely prohibited.

'SHOULD' means that there may exist valid reasons in particular circumstances not to comply with a particular item, but the full implications must be understood and carefully weighed before choosing a different course.

'SHOULD NOT' means that there may exist valid reasons in particular circumstances when particular behaviour is acceptable or even useful, but the full implications should be understood and the case carefully weighed before implementing any behaviour described with this label.

12. Scope and purpose

- 12.1. These Regulations outline the College's approach to the acceptable use of the College and University networks to ensure that the College's security objectives

are met. Anyone who connects a computer or other device to the College network **must** abide by the Regulations provided here.

- 12.2. These Regulations are applicable across the College and individually apply to all individuals who connect their computers and other devices to the College network.

13. Use of the College Network

- 13.1. Anyone who connects a computer or other device to the College network **must** comply with the University's Regulations Relating to the use of Information Technology Facilities (IT Regulations 1 of 2002) as amended from time to time.⁹
- 13.2. In addition, Users **must not** use College network facilities or IT for any of the following:
- 13.2.1. any unlawful activity;
 - 13.2.2. without prejudice to the generality of paragraph 4.2.1, the creation, transmission, storage, downloading, or display of any obscene images, data, or other material, or any data capable of being resolved into such images or material unless specifically approved for academic related reasons;
 - 13.2.3. without prejudice to the generality of paragraph 4.2.1, the creation, access, storage, or transmission of any material which promotes terrorism or which seeks to draw people into terrorism or which supports a proscribed organisation contrary to section 12 of the Terrorism Act 2000;
 - 13.2.4. the creation, transmission, or display of material which is designed or likely to harass another person in breach of the College's Harassment Policy;
 - 13.2.5. the creation or transmission of defamatory material;
 - 13.2.6. sending any e-mail that does not correctly identify the sender of that e-mail or attempts to disguise the identity of the computer from which it was sent;
 - 13.2.7. sending any message that appears to originate from another legal or natural person, or otherwise attempting to impersonate another person;
 - 13.2.8. the transmission, without proper authorisation, of e-mail to a large number of recipients, unless those recipients have indicated an interest in receiving such e-mail, or the sending or forwarding of e-mail which is intended to encourage the propagation of copies of itself;
 - 13.2.9. automatic forwarding of emails received at any email address within the ox.ac.uk domain to any email address outside that domain;
 - 13.2.10. the creation or transmission of or access to material in such a way as to infringe a copyright, moral right, trade mark, or other intellectual property right;

⁹ <https://www.ox.ac.uk/about/how-we-are-run/governance-finance/legislation/it-regulations-1-of-2002>

- 13.2.11. private profit, except to the extent authorised under the User's conditions of employment or other agreement with the University or the College; or commercial purposes without specific authorisation;
- 13.2.12. gaining or attempting to gain unauthorised access to any facility or service within or outside the University or the College, or making any attempt to disrupt or impair such a service;
- 13.2.13. the deliberate or reckless undertaking of activities such as may result in any of the following: (a) the waste of staff effort or network resources, including time on any system accessible via the University or College networks; (b) the corruption or disruption of other Users' data; (c) the violation of the privacy of other Users including by accessing other Users' information without their consent or without explicit authorisation from the University or the College in accordance with any applicable policies; (d) the disruption of the work of other Users or the deletion, modification or disclosure of other Users' information without their consent or without explicit authorisation from the University or the College in accordance with any applicable policies; (e) the introduction or transmission of a virus into the network;
- 13.2.14. the deliberate creation, downloading, storage, installation or transmission of any data or material that the User knows contains malware, or any deliberate action to circumvent any precautions taken or prescribed by University or College IT staff to prevent infection by malware;
- 13.2.15. the downloading, installation or use of security programs or utilities that reveal or exploit security weaknesses, such as password-cracking programs, packet sniffers or port scanners, unless as part of the responsibilities of University or College IT staff.
- 13.3. Any password, authorisation code, etc. given to a User are for that User's use only, and **must** be kept secure and **must not** be disclosed to or used by any other person.
- 13.4. Distributed file sharing programs which are commonly used to distribute copyrighted material **must not** be used, including but not limited to BitTorrent, Kazaa, eMule, uTorrent, Limewire, Thunder, Vuze, and Ares.
- 13.5. Users **must** comply with a request from a member of the University's or College's IT staff to install software updates or to carry out other security-related activity or to desist from any activity that has been deemed detrimental to the security or operation of the University's or College's information services.

14.Mobile Devices

- 14.1. The security of mobile devices **shall be** the responsibility of the user. If purchased by the College the responsibility **shall be** that of the assigned user.
- 14.2. The College shall not be responsible for the payment of any mobile fines (roaming, data charges) incurred, which shall be the responsibility of the user.
- 14.3. Users of mobile devices connected to the College network or used to access College data **must** comply with the College's Mobile Device Security Policy.

15.Responsibilities

The following bodies and individuals have specific information security responsibilities as provided in the College's Information Security Policy and Data Protection Policy:

- 15.1. The **Finance Bursar** is accountable to the Governing Body for management of the information security risks to the College's Fellows, employees, Junior Members and other members.
- 15.2. The **Finance Committee** has responsibility for overseeing the management of the information security risks to the College's Fellows, employees, Junior Members and other members.
- 15.3. The **Domestic Bursar** is responsible for establishing and maintaining such arrangements as may be necessary to ensure the availability, integrity and confidentiality of the College's information.
- 15.4. The **Head of IT** is responsible for the implementation of information security arrangements for the computer and digital information systems operated internally by the College. The Head of IT is responsible for the provision of expert technical advice in relation to computer and digital information security arrangements with any third-party partners or suppliers.
- 15.5. The **DPO** is (as set out in more detail in the Data Protection Policy) responsible for monitoring internal compliance, advising on the College's data protection obligations and acting as a point of contact for individuals and the ICO.
- 15.6. **Users** are responsible for making informed decisions to protect the information that they process.

16.Compliance

The College regards any breach of data privacy legislation, of these Regulations or of any other policies or regulations introduced by the College from time to time to comply with data privacy legislation as a serious matter which may result in disciplinary action.

17.Review and development

These Regulations **shall** be reviewed and updated annually by the Finance Bursar and the Data Protection Officer to take account of guidance from the Information Commissioner's Office and national legislation and **shall** be approved by the Governing Body after review by the Finance Committee and the Statutes and Bylaws Committee.

18.Related policies and regulations

These Regulations should be read in conjunction with related policies and regulations, including the **Information Security Policy**, the **Data Protection Policy**, the **IT Password Policy**, **Mobile Device Security Regulations**, and the **Data Protection Breach Regulations**.

APPENDIX 14: MERTON COLLEGE IT PASSWORD POLICY

1. Approval and binding effect

- 1.1. The following Policy was **approved** by the Governing Body of Merton College ("the College") on 19 April 2023.
- 1.2. Any amendments to this Policy require the Governing Body's approval.
- 1.3. This Policy will be reviewed **annually** to ensure that any new developments are covered and protected.
- 1.4. All members of the College, all employees of the College, all departments within the College, and all other Users (as defined below) are bound by this Policy and are required to comply with it.

2. Definitions

- 2.1. "DPO" means the College's Data Protection Officer.
- 2.2. "Passphrase" is a series of unrelated words that can be used as a password. Three words are much easier to remember than a series of random characters, letters and numbers, yet they are much harder to hack.

"Password" is a secret series of characters that enables a User to access a system, computer, file or application.

"Phishing" is a cybercrime in which a target or targets are contacted by email, telephone or text message by someone posing as a legitimate institution to lure individuals into providing sensitive data such as personally identifiable information, banking and credit card details, and passwords.

"National Cyber Security Centre" The NCSC is the UK's technical authority for cyber threats. It is part of the Government Communications Headquarters (GCHQ) and has several roles in NIS.

"NIS" is intended to establish a common level of security for network and information systems. These systems play a vital role in the economy and wider society, and NIS aims to address the threats posed to them from a range of areas, most notably cyber-attacks.

"Users" are Fellows, employees, students, consultants, contractors, agents and other authorised users accessing Merton College IT systems and applications.

- 2.3. 'MUST' and 'SHALL' mean that the item is an absolute requirement.

'MUST NOT' and 'SHALL NOT' mean that the item is absolutely prohibited.

'SHOULD' means that there may exist valid reasons in particular circumstances not to comply with a particular item, but the full implications must be understood and carefully weighed before choosing a different course.

'SHOULD NOT' means that there may exist valid reasons in particular circumstances when particular behaviour is acceptable or even useful, but the full

implications should be understood and the case carefully weighed before implementing any behaviour described with this label.

3. The Scope and Purpose of this Policy

- 3.1. This Policy outlines the approach of Merton College to Password management and provides the guiding principles and responsibilities to ensure the College's security objectives are met. It is intended to provide a single point of access for all Users who require information and guidance on this subject.
- 3.2. All Users access a variety of IT resources, including computers and other hardware devices, data storage systems, and other accounts. Passwords are a key part of IT's strategy to make sure only authorised people can access those resources and data.
- 3.3. All Users who have access to any of those resources are responsible for choosing strong Passwords and protecting their log-in information from unauthorised people.
- 3.4. The purpose of this Policy is to make sure all College resources and data receive adequate Password protection. This Policy covers all Users who are responsible for one or more accounts or have access to any resource that requires a Password.
- 3.5. The importance of constantly updating system Passwords and the responsibility each individual User has for their log-in details are addressed in this Policy and the implications of other Users accessing another's account are made clear.
- 3.6. If a computer system or data held within a drive are misused, altered or deleted the User logged on will be held solely responsible.
- 3.7. Support and guidance for departments is offered by the College's IT Department which in turn is supported by the central University of Oxford Information Security team, "InfoSec".

4. Password creation

- 4.1. All Passwords **should** be reasonably complex and difficult for unauthorised humans or computers to guess. Users **must** use multi-factor authentication (two-step verification) wherever supported.
- 4.2. Users **should** choose Passwords that are at least sixteen characters long and contain a combination of upper- and lower-case letters, numbers, punctuation marks and other special characters.
- 4.3. In addition to meeting those requirements, users **should** also use common sense when choosing Passwords. They **must not** reuse old Passwords and basic combinations that are easy to crack. For instance, choices like "password," "password1" and "Pa\$\$w0rd" are equally bad from a security perspective.
- 4.4. A Password **should** consist of a memorable passphrase that is easy for the user to remember. For example "Surfing-Housing-Kittens1!" is a Passphrase that satisfies complexity requirements but is easier to remember than random characters.

- 4.5. Users **must** choose unique Passwords for all their College accounts and **must not** use a Password they already use for a personal account.
- 4.6. Default Passwords — such as those created for new users when they start or those that protect new systems when they're initially set up — **must** be changed as quickly as possible.
- 4.7. If the security of a Password is in doubt— for example, if it appears that an unauthorised person has logged in to the account — the Password **must** be changed immediately and the incident **must** be treated as an actual or suspected data breach and reported in accordance with College's Data Protection Breach Regulations (see Appendix 12).¹

5. Protecting Passwords

- 5.1. Users **must not** share their Passwords with anyone else, including co-workers, managers, administrative assistants, IT staff members, etc. Everyone needing access to a system will be given their unique Password.
- 5.2. Users **must not** share their Passwords with any outside parties, including those claiming to be representatives of a business partner with a legitimate need to access a system.
- 5.3. Users **should** take steps to avoid phishing scams and other attempts by hackers to steal Passwords and other sensitive information. All Users will receive training on how to recognise these attacks.
- 5.4. Users **must not** put Passwords into writing and keep them at their workstations or anywhere where they could readily be connected with their accounts. See 4.4 for advice on creating memorable but secure Passphrases.
- 5.5. Users **must** report any suspicious account activity or if they suspect that their account may have been compromised to the Merton IT Department immediately. An actual or suspected data breach **must** be reported in accordance with the College's Data Protection Breach Regulations (see also 4.7 and Appendix 12).

6. Implementation, Review, and Amendment

- 6.1. All Heads of Department **must** ensure that their staff are aware of this Policy. This should be undertaken as part of induction and supervision.
- 6.2. The DPO in co-operation with the Finance Bursar, the Sub-Warden, and the Senior Tutor **must** ensure that the Fellows and Junior Members of the College are aware of these Regulations and their requirements.

¹ Any member of the College who discovers, suspects or receives a report of a breach (or suspected breach) **must** inform the DPO (or if the DPO is not available the Finance Bursar or the Domestic Bursar) and the Head of IT immediately.

Any member of the College's staff who discovers, suspects or receives a report of a breach (or suspected breach) **must** their Head of Department and the Head of IT immediately. They **must** also inform the DPO.

- 6.3. This Policy **shall** be reviewed and updated annually by the Finance Bursar and the DPO and approved by the Governing Body after review by the Finance Committee and the Statutes and Bylaws Committee

7. References

National Cyber Security Centre advice for system owners responsible for determining Password policies and identity management within their organisations:

<https://www.ncsc.gov.uk/collection/passwords/updating-your-approach>.

8. Useful Contacts

Data Protection Officer: dpo@merton.ox.ac.uk - 01865 276310 (College Lodge)

IT Department: it-support@merton.ox.ac.uk - 01865 276310 (College Lodge)

Head of IT: head.of.it@merton.ox.ac.uk - 01865 276310 (College Lodge)