

IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY AND MEDICINE

THE IMPERIAL COLLEGE UNION

CODE OF PRACTICE UNDER THE EDUCATION ACT 1994

DRAFT

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INTRODUCTION

1. The Imperial College Union (“ICU”) is established under the College’s Charter which states that “there shall be a Students’ Union of the College (hereinafter referred to as “the Imperial College Union”) for the benefit of the students of the College and in their interests as students”.⁽¹⁾ The College Statutes further state that the Union “shall for all purposes be treated solely as an integral part of the College”.⁽²⁾
2. The ICU represents the students of Imperial College and seeks to advance their education and to serve their social, cultural, welfare and sporting needs, to further their interests both inside and outside the College, and generally to enhance their well being.
3. Section 22 of the Education Act 1994 requires the governing body of every university to:
 - a. take such steps as are reasonably practicable to ensure that its students’ union operates in a fair and democratic manner and is accountable for its finances.
 - b. Take such steps as are reasonably practicable to ensure that certain specific requirements of the Act are observed by its students’ union.
 - c. Issue, and when necessary revise, a code of practice which sets out how these requirements are to be met.
4. This document constitutes the Code of Practice required by the Act. Its aim is to establish a clear statement of the working relationship between the College and the ICU and to set out:
 - a. The manner in which the requirements of the Education Act 1994 are to be carried out in relation to the ICU.
 - b. Other matters affecting the relationship between the College and the ICU.
 - c. The arrangements by which the College provides operational support to the ICU.
5. This Code of Practice will be published by the College and made available for all students along with:
 - a. Any restrictions imposed on the activities of the ICU by Charity Law.
 - b. The College’s Code of Practice on Freedom of Speech, drawn up under Section 43 of the Education (No. 2) Act 1986 and approved by the then Board of Governors in 1987, and subsequent amendments to ensure that freedom of speech within the law is secured for the ICU’s members, College staff and visiting speakers
6. This Code of Practice sets out the current situation. Any changes to this document required to reflect the changing needs of the College shall be made as a result of full consultation with the ICU and as finally determined by the Council.

1. [Imperial College Charter](#), Article 17

2. [Imperial College Statutes](#), Statute 10

EDUCATION ACT 1994 AND RELATED MATTERS

THE PURPOSES OF THE ICU AND ITS CONSTITUTION

7. The purposes of the ICU, as set out in its Constitution are:
 - a. To advance the education of its members and promote, without prejudice, their welfare at all times.
 - b. To promote and encourage the interest by students in matters outside the College curriculum, especially cultural, social and sporting interests.
 - c. To represent the needs and interests of its members to Imperial College and to other external bodies.
 - d. To provide or ensure a range of facilities which advance the interests of the students of Imperial College.
8. The ICU will continue to contribute to the College Mission and strive for the degree of excellence in its activities which is an explicit part of that Mission. It will operate within the rules and regulations laid down in its Constitution and in accordance with the policies passed by the Union Council and endorsed by its Trustee Board. It will comply with the current law relating to its operation and activities and with relevant College Policies, Regulations, procedures and Codes of Practice. For its part the College will provide such professional advice as it deems necessary to facilitate this compliance in the best interests of the College.
9. The College will, through the ICU, continue to involve its students in discussions on all policy and administrative matters concerning students' social, cultural, welfare, sporting, academic and other appropriate interests.
10. The ICU's Constitution is subject to the approval of the College Council and must be reviewed by that Council at intervals of not more than five years. If the ICU submits proposals for substantial amendments to its Constitution to the Council in any year, the next formal review will be held five years from the year in which those amendments were approved by the College Council.

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MEMBERSHIP OF THE ICU

11. All registered students at Imperial College are automatically members of the ICU. However, any Imperial College student has the right not to be a member of the ICU and to signify that he or she does not wish to be represented by it. Any student who has exercised the right not to be a member of the ICU shall not be unfairly disadvantaged with regard to the provisions of services or otherwise by reason of having exercised that right.

12. The arrangements necessary for opting out of membership of the ICU are to be set out in its Constitution..
13. The College will include in its undergraduate and postgraduate prospectuses and in the information it provides for applicants, information regarding the right of students not to members of the ICU as well as the details of any services provided for students who are not members of the ICU.

ACCESS BY LIFE MEMBERS TO THE COLLEGE AND ITS FACILITIES

14. Former students and staff of the College who are Life Members of ICU are normally allowed rights of access to the College. However, these may be withdrawn by the College in consultation with the ICU, temporarily or permanently, according to the prevailing circumstances.

ACCESS BY NON-MEMBERS TO THE ICU AND ITS FACILITIES

15. Non-members (that is students who have exercised their right not to be a member of ICU) have the following rights of access to services and activities:
 - a. Access to all facilities managed by the ICU provided that the appropriate fee or charge for the service has been paid, which shall not be higher than that charged to members of the ICU.
 - b. The right to become a member of any ICU club or society, provided the appropriate membership fee has been paid, which shall not be higher than that charged to members of the ICU. However, restrictions on eligibility for elected positions may apply to non-members of the ICU.
16. Non-members of the Union are not eligible to stand or vote in ICU elections or meetings.

ACCESS BY MEMBERS OF THE PUBLIC TO THE ICU AND ITS FACILITIES

17. Access to and use of ICU facilities by members of the public may be granted by the ICU's Trustee Board in consultation with the College Secretary. Any such access must be consistent with the need to maintain the health, safety and security of College staff and students and the licensing conditions of the ICU's premises.

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ELECTION OF ICU OFFICERS

18. Appointment to major ICU offices will be made by election in a secret ballot in which all members of the ICU are entitled to vote. The provisions for these elections shall be set out in the ICU Constitution and Election Regulations.
19. No person may hold a sabbatical post, or any paid elected union office, for more than two years in total.
20. The ICU shall confirm to the College Council that its elections have been fairly and

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properly conducted by way of a report on the conduct of its elections, which shall be included in its Annual Report to the Council.

FUNDING AND FINANCIAL ACCOUNTABILITY

21. The ICU shall conduct its financial activities in accordance with its Financial Regulations and Procedures, which are designed to ensure the proper conduct of the Union's financial affairs and which have been approved by the College Council. Amendments to the Union's Financial Regulations are subject to the approval of the College Council, as advised by the College Audit Committee.
22. The ICU's proposed annual budget will be scrutinised by the College through the annual Planning Round. Based on this scrutiny and in the context of the College's Annual Budget, the College will allocate funds to the ICU by means of a subvention. This will take account of ICU's responsibilities and related costs, as detailed in Annex A to this document, and its trading activities and earnings capability. Whilst it is expected that these trading activities shall be operated efficiently and profitably, as the ICU is a charity, profit motives must not be pursued to the detriment of the interests of the student customers.
23. The ICU's Trustee Board will monitor the ICU's expenditure against its annual budget and will report any fraudulent or irregular procedures in the management of public funds and those resulting from the Union's trading activities to the College's internal auditors. The ICU shall report regularly upon its financial performance to the Rector.
24. The ICU's financial performance against budget shall be reported in the appropriate College Officer's regular financial reports to the Council.
25. The ICU will submit its annual accounts and a report on its handling of public and other funds annually to its Trustee Board, to the College Audit Committee and to the College Council. The ICU's annual financial report is to include a list of the external organisations to which the ICU has made donations in the period covered by the report and the details of any such donations. The ICU's annual accounts will be consolidated into the College's annual Financial Statements before these are published.
26. The ICU shall have a procedure for allocating resources to its clubs and societies, which must be fair. The procedure shall be set down in writing, provided to all the ICU's clubs and societies and published by the ICU so that it is freely accessible to all students.
27. Funds allocated by the ICU to the Faculty Unions from its annual subvention shall be subject to the same financial regulations as those which apply to the ICU itself.
28. The College's Internal Audit Service shall have the same rights of access to the ICU as it has to other parts of the College for the purposes of fulfilling its remit.

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EXTERNAL AFFILIATIONS

29. The ICU, the Faculty Unions and the ICU's clubs and societies may affiliate to external organisations provided that such affiliations accord with the ICU's purposes.

If the ICU, a Faculty Union, club or society decides to affiliate to an external organisation, the ICU shall inform the College Secretary of the decision so that he or she can advise the College Council accordingly. A notice of the decision will also be published by the ICU in such a way that it is freely accessible to all students. This notice shall state:

- a. The name of the external organisation.
 - b. The details of any donation, subscription or similar fee which has been, or is proposed to be, paid to the organisation.
30. The ICU shall include in its Annual Report to the College Council a list of the external organisations to which it is currently affiliated and shall state the details of any donations, subscriptions or similar fees paid to such organisations since its previous Annual Report.
 31. Each year the list of the ICU's affiliations to external organisations shall be submitted to the ICU Council for review and approval.
 32. The ICU's continued affiliation to any particular organisation may be challenged by its members. Such issues shall be decided by a secret ballot in which all the members of the ICU are eligible to vote, provided that the requisition to hold such a ballot is made by at least 5% of the ICU's current membership.

RAISING FUNDS FOR CHARITIES

33. All ICU clubs and societies and individual members of the ICU collecting in the name of the ICU, its Faculty Unions or its clubs and societies, shall strictly observe the requirements of the Charities Act 2006 and any other relevant legislation when raising funds for charity. In particular:
 - a. The ICU shall not expend funds for activities outside its constitutional purposes.
 - b. The ICU shall not make donations to any external organisation except where a specific collection has been taken for that purpose, all those making a donation are aware of the destination of their donation, and all reasonable costs associated with collecting the donations are deducted from the donation.
 - c. Collections may only be carried out in those local authorities from which a licence to collect has been obtained and collectors must carry copies of these licences when collecting. Collecting tins must bear the information required about the charity or charities for which the collection is being made.
 - d. The results of any such charitable collections shall be published in the ICU's Annual Report.

COMPLAINTS PROCEDURE

34. The ICU's Constitution shall provide for a complaints procedure, which shall be available to all students, or groups of students, who:

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- a. Are dissatisfied in their dealings with the ICU, or
 - b. Claim that they have been unfairly disadvantaged by reason of having exercised their right not to be a member of the ICU.
35. Students or groups of students who wish to make a complaint on these grounds must follow the complaints procedure set out in the ICU's [Regulation Seven, Part B](#). All such complaints must be handled promptly and fairly and, where a complaint is upheld, an effective remedy should be provided.
36. If, having completed the ICU's complaints procedure, the complainant(s) are dissatisfied with the outcome of their complaint or the way in which it was handled, they have a right of appeal to the Pro-Rector (Educational Quality). On receiving such an appeal, the Pro-Rector (Educational Quality) will convene a panel to consider the appeal. The Panel will be chaired by the Pro-Rector (Educational Quality) or his or her nominee and will include the College Secretary and the Academic Registrar or their nominees. The Panel will request a report from the ICU [Court](#) on the handling and outcome of the original complaint and may undertake an investigation if necessary. The Panel will notify the complainant in writing of its decision and remedy, if any.
37. If the complainant(s) are dissatisfied by the Panel's response to their appeal, they have the right to request that their complaint be referred to an independent person appointed by the College Council not being a person employed by or studying at the College who shall investigate the complaint and report his or her conclusions to the College Council.

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FREEDOM OF SPEECH

38. The ICU will comply with the College Code of Practice, drawn up under Section 43(3) of the Education (No. 2) Act 1986 and approved by the then College Board of Governors in 1987, and any subsequent amendments to ensure that freedom of speech within the law is secured for its members, College staff and visiting speakers. [Section 43 requires, among other things, that](#)
- a. ["Every individual and body of persons concerned in the government of \[Imperial College\] shall take such steps as are reasonably practicable to ensure that freedom of speech within the law is secured for members, students and employees of \[Imperial College\] and for visiting speakers; \(section 43\(1\)\)](#)
 - b. [Use of any premises of the \[Imperial College and ICU\] is not denied to any individual or body of persons on any ground connected with — \(a\) the beliefs or views of that individual or of any member of that body; or \(b\) the policy or objectives of that body \(sections 43\(2\) and \(8\)\).](#)

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ANNUAL REPORT

39. The ICU shall publish an Annual Report for submission to the ICU [Trustee Board](#) and to the College Council, [and when registered, the Charity Commission](#), at the meeting at which it presents its Annual Accounts. The Report is to contain:
- a. A statement that the ICU operates in a fair and democratic manner and that it

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has properly accounted for its finances.

- b.. A report on the conduct and outcome of elections of ICU Officers, which must confirm that they have been fairly and properly conducted.
- c. A list of the external organisations to which it is currently affiliated and the details of any donations, subscriptions or similar fees paid to such organisations since its previous Annual Report.
- d. A note of any charitable collections made by the ICU.

OTHER MATTERS AFFECTING THE RELATIONSHIP BETWEEN THE COLLEGE AND THE ICU

HEALTH AND SAFETY

- 40. The President of the ICU is the person with overall responsible for health and safety matters in the ICU. His or her responsibilities in this regard are set out in detail in the College's Health and Safety Policies.
- 41. For reasons of continuity, the ICU General Manager, or another senior member of the ICU's permanent staff, will be the Departmental/Divisional Safety Officer for the ICU, advising the President and the ICU's Health and Safety Committee as appropriate
- 42. The ICU is to maintain a Health and Safety Committee, chaired by the sabbatical officer with responsibility for Health and Safety matters. Its remit will be to advise the President on such matters as affect the safety of students and others in the Union Building, in the other facilities managed by the Union, and at student functions and clubs and societies events elsewhere, as well as ensuring the safety of equipment owned by the ICU and its clubs and societies wherever located.
- 43. The ICU Health and Safety Committee is to report to the College Health and Safety Management Committee in the same way as the College's faculties, departments and divisions. The ICU is also represented on the Health and Safety Consultative Committee by the Deputy President (Clubs and Societies).
- 44. Health & Safety matters affecting students at the outlying campuses will be reported to the relevant Health and Safety Committees at those campuses by student representatives nominated by the President.
- 45. The College's Safety Department has the same rights of access to the ICU and its facilities as it has to other parts of the College for the purposes of fulfilling its remit to advise on, monitor and audit safety across the College and to carry out investigations as necessary.

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ESTATE MANAGEMENT ISSUES

- 46. All space is College space. Areas are only allocated to the ICU by the College on

the understanding that the allocation may, after consultation with the ICU, be varied where necessary for the good of the College as a whole.

47. The areas allocated to, or currently used by, the ICU are set out in Annex J to this Code of Practice. These areas have been provided to the ICU for the furtherance of the social, cultural and welfare activities of the College's students, together with other areas in the College where the Union may carry out trading activities.
48. The College will at all times endeavour to preserve and augment the areas used for student activities. However the College may, after consultation with the ICU, alter, withdraw or limit the use of such areas if it is reasonable to do so in the wider interests of the College. In such cases, the College will endeavour to find suitable alternative space if it is possible so to do. Any requests by the ICU, its Faculty Unions and/or its clubs, societies and other affiliated bodies, for the allocation or use of additional space in the College which is not part of a Faculty or academic Department or Division, should be made by the ICU President or the ICU General Manager to the College Secretary or to such other officer as the Rector may designate. Deleted:
49. In addition, the ICU will be permitted to use other areas in the College, also identified in Annex J, for sporting, leisure and cultural activities, although these will remain the management responsibility of the College and may from time to time be varied, following consultation with the ICU, according to the changing needs of the College. Such variations are to be reflected in revisions to Annex J of this Code of Practice as and when they occur.
50. The ICU will continue to be provided with office space in each of the Faculties and the outlying campuses for its Faculty Unions and outlying campus committees. Such space is to be determined by consultation with the respective Faculty Principals or their nominees as appropriate and is to remain under the administrative control of the Faculty/ Department/ Division/ Campus in which it is situated. The allocation of this space is to be reflected in Annex J.
51. Those areas which are identified for use primarily or solely as areas for student functions will be let by the ICU to its clubs, societies and outside organisations on the understanding that they abide by current rules laid down by the College through the Conference Office.
52. The College Council will from time to time review and determine those areas of the College which are occupied and managed by the ICU to enable the Union to fulfil its legitimate role.
53. The College's Facilities Management Division, Building Projects Division and Property Services Division will provide support and guidance to the ICU in accordance with the Service Level Agreements set out in Annex J.

RULES GOVERNING THE USE OF SPACE

54. The allocation to and use of space by the ICU, the Faculty Unions and student clubs and societies shall be subject to the College's Property Rules, which are published by the Facilities Management Division. In accordance with these Rules, the allocation, use and modification of space shall be subject to inspection and approval

by College officers, as appropriate, including:

- a. **Facilities Management Division**. The Facilities Management Division:
 - (1) Must authorise all physical alterations to space, other than simple redecoration in accordance with College Project Management Procedures.
 - (2) Must be notified of any change in the allocation and/or use of space so that this can be recorded on the College database. Deleted: and/ or
 - (3) Will exercise control over the repair and maintenance of the fabric of buildings and building services.
- b. **Security**. For access control and the security of persons, equipment and buildings.
- c. **Chief Fire Officer**. For compliance with fire legislation.
- d. **Safety Department**. For compliance with health and safety legislation.
- e. **College Secretary**. For compliance with legislation and with the terms of this Code of Practice.

55. The following College Officers should also be consulted about the allocation, use and modification of space as appropriate:

- a. **Director of Commercial Services**. For consideration of the impact on and interaction with the College's Commercial services, including Sports and Leisure, Residences Catering and Conferences.
- b. **Director of Finance**. In connection with insurance requirements, value for money studies and the like.

56. In areas under the management control of the College which are used for student activities, the ICU shall not permit any alterations to the internal structure or decor, other than the temporary displacement of furniture. No games machines, video games or like equipment may be installed in these areas without the permission of the College Secretary or such other officer as the Rector may designate.

HUMAN RESOURCE ISSUES

57. The College's HR Division will provide support and guidance to the ICU in accordance with the Service Level Agreement set out in Annex G.

STAFF/ STUDENT PROTOCOL

58. The maintenance of the integrity of democratic practice within the ICU precludes the direct involvement of staff, whether employed in the Union or not, in matters of policy, while the maintenance of the integrity of the ICU, as an employer precludes staff matters, either related to work or personal matters, from being discussed in any open forum of the ICU. Deleted: and the College

59. The arrangements for ensuring that staff are not involved in matters of policy and that staff matters are not discussed in any open forum are set out in the Staff/ Student Protocol, which is included as Annex H to this Code of Practice.

FINANCE MANAGEMENT ISSUES

60. The College's Finance Division will provide support and guidance to the ICU in accordance with the Service Level Agreement set out in Annex I.

INFORMATION COMMUNICATION TECHNOLOGIES (ICT) ISSUES

61. The College's ICT Division will provide support and guidance to the ICU in accordance with the Service Level Agreement set out in Annex K.

TRADING ACTIVITIES

62. The ICU may continue to operate legitimate trading activities in the College. Should it wish to alter significantly the purpose of a current trading outlet or introduce a new one it must notify the College Secretary, or such other officer as the Rector may designate, who will need to determine the space which can be allocated and the terms under which that allocation is made. He or she will need to satisfy him or herself that the proposed trading activity integrates with the College's own plans for trading outlets. The operation of the ICU's trading outlets and the other trading outlets operated by the College will be subject to a retailing agreement between the College and the ICU, a copy of which is included as Annex B to this Code of Practice.
63. Trading activities where the College and ICU hold a joint interest shall be detailed in agreements recorded in Annex C of this Code of Practice.
64. As far as this is consistent with Charity Law, the ICU may retain any profits received from its trading activities or rental charged to its franchises to fund legitimate, charitable non-political student activities.

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HARLINGTON GRAVEL PROCEEDS

65. In accordance with the decision of the Finance and Executive Committees of the Governing Body at their meeting on 12 May 1989, the policy in respect of proceeds arising from the extraction of gravel on the north side of the Harlington Sports Ground is that the Governing Body "will administer all existing and future sporting and athletic facilities for the benefit of students and that any income arising from the use or disposal of such facilities will be applied for the benefit of students".
66. At its meeting on 23 September 2005, the College Council further resolved that:
- a. The sum held by the College to fund annual grants, the Harlington Grants Fund, "should be retained for that purpose and should be available for disbursement for the benefit of students of Imperial College in relation to sporting, athletic and recreational facilities";

- b. "Responsibility for the disbursement of the income from the Grants Fund should be delegated through the Rector to the Harlington Grants Fund Committee";
 - c. "The Harlington Grants Fund Committee should be chaired by the Pro-Rector (Educational Quality) and include as members the incumbent Imperial College Union President and a former Imperial College Union President"; and
 - d. "The Harlington Grants Fund Committee [will] be required to report annually through the Rector to the Council as the Harlington Trustees".
67. In accordance with previous decisions of the College Council, the principles on which the Harlington Grants Fund Committee is required to operate may only be amended by the College Council.

NOTICEBOARDS

68. The ICU shall be responsible for designated noticeboards on the Walkway at the South Kensington Campus and at other locations across the College's other campuses. The ICU will take steps to ensure that:
- a. All notices posted on these noticeboards are in English or if posted in a foreign language include an English translation.
 - b. Notices do not include racist, sexist or otherwise offensive language or images.
 - c. Any notices which are posted other than on official noticeboards are removed promptly.

UNION MEDIA

69. All features, articles, letters and advertisements published by or on behalf of the ICU are the responsibility of the Editor of the publication concerned and/or its Editorial Board and, as such, are independent of Union's senior officers, the College and the College Council. The College accepts no responsibility for anything published by or on behalf of the ICU. (This includes Felix, other Union publications, ICU world-wide web pages, and IC Radio and STOIC broadcasts). However, where the content of such publications or broadcasts is in breach of defamation law, as summarised in the Defamation Code of Practice appended to this Code of Practice at Annex F, or of other College policies and codes of practice such as those covering Freedom of Speech, Data Protection, Equal Opportunities and Diversity or the use of IT facilities, the College may take action to remove or amend any such features, articles, letters or advertisements.

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70. **Felix.**

a. All features, articles, letters and advertisements published in Felix are the responsibility of the Felix Editor and/or the Felix Editorial Board and, as such, are independent of the ICU, the College and the College Council.

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b. The Editor of Felix is required to operate in accordance with the Code of Practice agreed within the publishing industry as attached at Annex E, and with the Defamation Code of Practice attached at Annex F.

c. Where a complaint or dispute arises in relation to the Code of Practice agreed within the publishing industry, the ICU Court, will perform a role similar to that of the Press Complaints Commission and will aim to resolve the issue amicably and as quickly as possible. If an amicable resolution cannot be achieved, the ICU Court, will investigate further and adjudicate and the Editor must abide by any decision made. Failure to do so may result in disciplinary action being taken against the Editor in accordance with the procedures set down in the ICU Constitution.

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71. Other Union media shall also operate in accordance with the Code of Practice agreed within the publishing industry and attached at Annex E, the Defamation Code of Practice as attached at Annex F and other relevant College policies and codes of practice.

72. Any trading activities carried out by the Felix Office or any other Union media are to be subject to the same constraints as other ICU trading activities.

USE OF THE COLLEGE CREST AND THE "IMPERIAL COLLEGE" TRADEMARK

73. The words "Imperial College", "Imperial College of Science, Technology and Medicine" and "Imperial College London" are registered trade marks. The College crest is granted by the College of Heralds and is also a registered trade mark. The trade marks may be used only with the College's prior written consent. By virtue of Section 10 of the Imperial College Act 1997, and Section 10 of the Imperial College Act 1999, the following names may not be used without the College's prior written consent:

- a. National Heart and Lung Institute.
- b. Charing Cross and Westminster Medical School.
- c. Royal Postgraduate Medical School.
- d. Wye College.
- e. The College of St. Gregory and St. Martin at Wye".

74. The Union and its recognised clubs and societies may use the name and arms of Imperial College in their titles and in pursuit of their activities but they may not assign the privilege to any other individual, group, or company without the approval of the College Secretary or his or her nominee. In using the names and arms, the Union and its clubs and societies shall have due regard for Imperial College's status and reputation.

Deleted: The ICU has a non-exclusive right to reproduce the words "Imperial College", "Imperial College of Science, Technology and Medicine" and "Imperial College London", the College Crest and the Imperial College logo for social and commercial purposes, provided that the style of use complies with the conditions laid down by the College from time to time to protect its property and interests, including those imposed upon it by the College of Arms. Any new use of the College Crest, the "Imperial College" title and the Imperial College logo, including their use on World Wide Web pages or in registered World Wide Web domain names must be referred to the College Secretary for approval.

CHANNELS OF COMMUNICATION WITH THE COLLEGE ADMINISTRATION

75. The ICU President has regular meetings with the Rector and with the Deputy Rector, Pro-Rector (Educational Quality) and College Secretary. The effectiveness of these and other channels of communication between the Sabbatical Officers and the ICU General Manager and members of the College Administration will be kept under review. In addition, more formal reporting procedures are to be maintained in order that the College can be assured that the ICU is carrying out its responsibilities and to ensure that it is receiving the support and guidance it needs in accordance with this

Code of Practice.

76. The Union is to report formally to the College on the following activities:
- a. On financial matters to the College Audit Committee;
 - b. On health and safety matters to the College Health & Safety Management Committee;
 - c. On Estates management matters to the Support Services Committee.

REVIEW AND ARBITRATION

77. The College Council will formally review this Code of Practice, at least once every five years.
78. The Annexes to this Code of Practice may be updated periodically by agreement between the College Secretary and the ICU Trustee Board on the recommendation of the ICU President without further reference to the College Council. The Annexes, as amended, shall be re-presented to the College Council alongside the Code of Practice at its next formal review. The creation of new Annexes will require the approval of the College Council.
79. In his capacity as the College's Chief Executive and Senior Finance Officer the Rector will act as arbiter to resolve any disputes on the interpretation or application of this Code of Practice.
80. The Union Court (and President in a preliminary capacity) shall make interpretations of this Code of Practice in respect of the internal government of the Union where necessary, without prejudice to the role of the Rector.

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Approved by the Council: [date]
Date for next Review: [date]

ANNUAL COSTS TO BE MET BY ICU

1. The costs currently to be met by the ICU, which are subject to review from time to time, are set out below.
2. Staff salaries including those of Sabbatical Officers.
3. Cleaning of all areas under the management control of the ICU. The cleaning of other areas in the College when used by the ICU's clubs and societies shall be a charge on those clubs and societies and not the Union itself, except where those clubs and societies are unable or unwilling to pay.
4. With the exception of the external fabric and building plant and services, maintenance of all areas under the management control of ICU, to approved standards laid down for the College by the Facilities Management Division, which has rights of inspection and specification, to include:
 - a. A cyclical programme of internal redecoration;
 - b. Repairs to and maintenance of electrical services from the point of outlet;
 - c. Repairs to and replacement of damaged items of property including locks, fire appliances, etc.
 - d. Health and Safety compliance costs including the electrical testing and repair of portable items used by ICU clubs and societies and those in areas under the management control of the ICU, in accordance with the College Policy on electrical testing, as advised by the Safety Director or his nominee.
5. Provision of First Aid boxes and First Aid supplies to standards required by the Director of Occupational Health.
6. Security costs incurred by special functions, the level of security being determined by the Head of College Security in consultation with the ICU General Manager in light of the nature of the function.
7. Training of Sabbatical Officers and staff, including safety training, except for those internal College courses which are not charged to Departments/ Divisions.
8. Provision, repair and replacement of furniture and equipment in areas under the management control of the ICU.
9. Office expenses including stationery, photocopying, printing and postage.
10. Telephone and FAX rentals and all calls.
11. Sabbatical Officers' accommodation.
12. Insurance, such specialist insurances as are required to cover those areas not

covered by the College's policies.

DRAFT

RETAIL AGREEMENT

[TO BE CONFIRMED]

DRAFT

TRADING ACTIVITIES

[TO BE CONFIRMED]

DRAFT

**RELEVANT COLLEGE POLICIES
[TO BE CONFIRMED]**

DRAFT

ICU PUBLICATIONS

CODE OF PRACTICE

The Code of Practice shall be that adopted, and from time to time amended, by the Press Complaints Commission, in relation to the press in the United Kingdom.

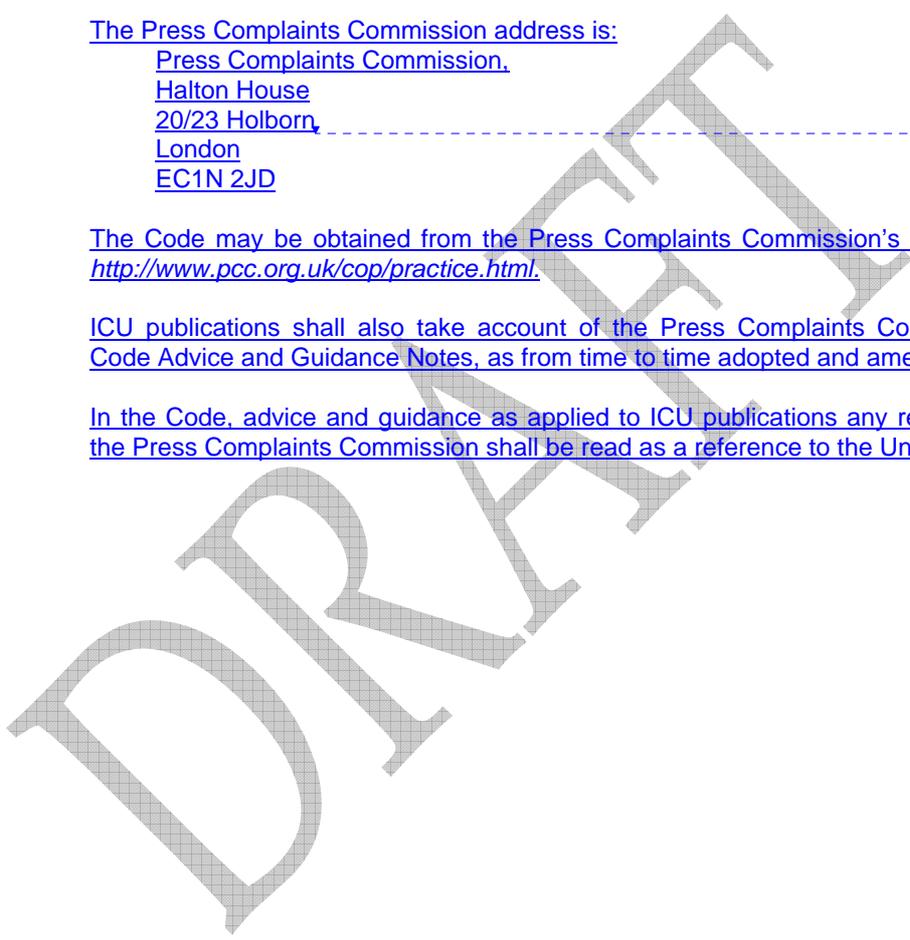
The Press Complaints Commission address is:

Press Complaints Commission,
Halton House
20/23 Holborn,
London
EC1N 2JD

The Code may be obtained from the Press Complaints Commission's website, at <http://www.pcc.org.uk/cop/practice.html>.

ICU publications shall also take account of the Press Complaints Commission's Code Advice and Guidance Notes, as from time to time adopted and amended.

In the Code, advice and guidance as applied to ICU publications any reference to the Press Complaints Commission shall be read as a reference to the Union Court.



Deleted: Ratified by the Press Complaints Commission - 26th November 1997¶

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¶
All members of the press have a duty to maintain the highest professional and ethical standards. This code sets the benchmarks for those standards. It both protects the rights of the individual and upholds the public's right to know.¶

Deleted: The code is the cornerstone of the system of self-regulation to which the industry has made a binding commitment. Editors and publishers must ensure that the code is observed rigorously not only by their staff but also by anyone who contributes to their publications.¶

¶
It is essential to the workings of an agreed code that it be honoured not only to the letter but in the full spirit. The code should not be interpreted so narrowly as to compromise its commitment to respect the rights of the individual, nor so broadly that it prevents publication in the public interest.¶

¶
It is the responsibility of editors to co-operate with the PCC as swiftly as possible in the resolution of complaints.¶

¶
Any publication which is criticised by the PCC, under one of the following clauses must print the adjudication which follows in full and with due prominence¶

- ¶
- 1. . Accuracy ¶
- 2. . Opportunity to reply ¶
- 3. . Privacy * ¶
- 4. . Harassment * ¶
- 5. . Intrusion into grief or shock ¶
- 6. . Children * ¶
- 7. . Children in sex cases ¶
- 8. . Listening Devices * ¶
- 9. . Hospitals * ¶
- 10. . Innocent relatives and friends * ¶
- 11. . Misrepresentation * ¶
- 12. . Victims of sexual assault ¶
- 13. . Discrimination ¶
- 14. . Financial journalism ¶
- 15. . Confidential sources ¶
- 16. . Payment for articles ... [1]

UNION MEDIA - DEFAMATION CODE OF PRACTICE

INTRODUCTION

1. The publication of defamatory material in any format including Internet notice boards or websites could place the ICU at risk of substantial legal proceedings. The College does not wish to interfere with the freedom of expression enjoyed by ICU and its publications. However, it does require some safeguards to be in place to enable a speedy response to an allegation that defamatory material has been published. In setting out this procedure the College looks to balance freedom of expression (as required under section 43 of the Education (No.2) Act 1986) against the substantial liability which can be occasioned by suits for defamation.
2. This code of practice attempts to summarise briefly the law of defamation. However the law is more complex than this and subject to change by statute or the courts, nor is it a substitute for proper legal advice.
3. This procedure shall only be used in relation to potentially defamatory statements in the Union Media and for no other purpose.

WHAT IS DEFAMATION?

4. Defamation is defined as "the publication of a statement which tends to lower a person in the estimation of right-thinking members of society generally." The "statement" can be words, visual images or some other method of signifying meaning. Defamation takes two forms, libel and slander. Libel involves (amongst other things) writing or printing a defamatory statement. Slander is speech or gestures of a defamatory nature.

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WHAT ARE THE DEFENCES TO A CLAIM OF DEFAMATION?

5. **Justification** – this will only apply if there is evidence that will stand up in a court of law that can prove that what has been said is true. The burden in law is upon the publication to prove truth. Simply putting 'allegedly' at the start of a statement does not necessarily stop it from being defamatory. It must also be noted that simply repeating a defamatory statement that has already been published elsewhere is considered to be a separate act of defamation in itself and is further actionable in the courts.
6. **Fair Comment** – the argument that a statement was an honestly held opinion on a matter of public interest, without malice (set out in paragraph 8) can also be used as a defence against a defamation claim. Unlike qualified privilege (explained below), fair comment is not limited to those with a "duty" to publish. The "public interest" includes matters "as such as to affect people at large, so that they may legitimately

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be interested in, or concerned at, what it going on; or what may happen to them or others:”. Fair comment covers only comment, not statements of fact, and must be based upon facts which are true or privileged.

Deleted: For the defence to succeed, it is essential that the statement be made without malice. Legally speaking, malice means any dishonest or improper motive. If a person has made a comment based on facts they knew to be untrue, or commented upon facts recklessly without caring whether they were true or not, or made a comment about someone simply to discredit them, then this would constitute malice, and they would not be able to claim faircomment as their defence.

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7. **Privilege** - There are times when complete freedom of speech, without any risk of defamation action, is in the public interest. Privilege can be “absolute” or “qualified”. Absolutely privileged statements include statements in Parliament, Parliamentary reports, statements made in UK judicial proceedings, fair and accurate contemporaneous reports of judicial proceedings in the United Kingdom and UN tribunals and communications by ministers of other officers of state in the court or official duty.

Qualified privilege may only be exercised in the absence of malice (set out in paragraph 8), and upon “any occasion when the person who makes a communication has an interest or a duty, legal, social or moral, to make it to the person to whom it is made, and the person to whom it is made has a corresponding interest or duty to receive it.” An element of reciprocity is essential, however if “a publication related to a matter of public interest, ... the reciprocal duty and interest could be found even where publication was by a newspaper to a section of the public or the public at large.” In the leading case of *Times Newspapers v Reynolds*, ten factors to be taken into account in considering qualified privilege were set out:

1. The seriousness of the allegation. The more serious the charge, the more the public is misinformed and the individual harmed, if the allegation is not true.
2. The nature of the information, and the extent to which the subject-matter is a matter of public concern.
3. The source of the information. Some informants have no direct knowledge of the events. Some have their own axes to grind, or are being paid for their stories.
4. The steps taken to verify the information.
5. The status of the information. The allegation may have already been the subject of an investigation which commands respect.
6. The urgency of the matter. News is often a perishable commodity.
7. Whether comment was sought from the plaintiff. He may have information others do not possess or have not disclosed. An approach to the plaintiff will not always be necessary.
8. Whether the article contained the gist of the plaintiff's side of the story.
9. The tone of the article. A newspaper can raise queries or call for an investigation. It need not adopt allegations as statements of fact.
10. The circumstances of the publication, including the timing.

Qualified privilege also applies to the fair and accurate reporting of domestic or foreign legislatures, courts, inquiries, international conferences, public registers, commissions and other such bodies, subject to conditions as set out in the Defamation Act 1996.

8. **Malice** - For the defences of fair comment and qualified privilege to succeed, it is essential that the statement be made without malice. Malice means any dishonest or improper motive. If a person has made a comment based on facts they knew to be untrue, or commented upon facts recklessly without caring whether they were true or not, or made a comment about someone simply to discredit them, then this would constitute malice, and they would not be able to claim “fair comment” or “qualified privilege” as their defence.

Deleted: Reporters covering court proceedings, the proceedings of industrial tribunals and certain other kinds of public enquiries, are also protected by privilege, so long as the case is open to the public and the report is fair, accurate and made without malice.

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9. **Accepted offer of amends** – the person or body defamed has accepted an apology

or offer of amends.

10. Consent – The person defamed consented clearly and unequivocally to the publication of the defamatory statement.

PROCEDURE

11. If, in the opinion of the College Secretary or, in his absence, another member of the College Management Board, defamatory material has been published in any form in the ICU managed student media, the ICU President shall be contacted and will authorise and arrange for the removal of the offending material immediately pending further investigation. In the event of the ICU President being unavailable, any Deputy President may arrange for the removal of the offending material from distribution.

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12. Where a complaint is directed in the first instance to the ICU President, he or she will notify the College Secretary, or in the College Secretary's absence, another member of the College's Management Board immediately for further advice.

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13. Where there is a dispute over the existence of defamatory material (for example, where the author or editor of the publication in question believes that the material is not defamatory due to the existence of a defence), the material in question shall be removed for the protection of the College and ICU while the College Secretary consults an arbitrator for guidance.

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14. The arbitrator will normally be the Pro-Rector (Educational Quality) or his or her nominee, and shall act independently. If the arbitrator is under a conflict of interest the Rector shall appoint another independent arbitrator. The arbitrator must provide the College Secretary, editor and ICU President with an opportunity for comment prior to making any decision.

15. The arbitrator shall come to a decision within 7 days of the complaint, or within 14 days with the approval of the Rector. Should the arbitrator feel that legal advice is necessary, the opinion of the College's Solicitors shall be sought. The arbitrator's decision shall be final and shall be divulged in full with reasons to all relevant parties.

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16. If the arbitrator finds defamatory material to have been published, the publication shall be withdrawn and may only be re-issued with the defamatory material withdrawn or redacted. If the arbitrator finds there to have been no published defamatory material, then the College and the ICU may consider jointly such measures as are appropriate to remedy any financial loss to the ICU publication affected.

17. Any members of the College who are found to have deliberately published defamatory material will be dealt with under the relevant College or Union disciplinary procedures.

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18. The Union Court is responsible under the Constitution as an independent part of the Union responsible among other things for dealing with complaints about Union publications, in a role equivalent to that of the Press Complaints Commission, such complaints possibly including defamatory material (though material need not be defamatory to breach the PCC Code). However, given the potentially swift dissemination of Union publications and potential liability of the College, this procedure shall be established in addition to any rights and remedies available in the Union Court.

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HUMAN RESOURCES DIVISION AND IMPERIAL COLLEGE UNION

SERVICE LEVEL AGREEMENT

1. The College's HR Strategy has been developed to facilitate the achievement of the College's Strategic Objectives; the achievement of these is dependant upon the performance of staff and the quality of their contribution. The Human Resources Division has developed specific Aims and Actions to facilitate this, one of these is; "HR service performance measures against targets".
2. The Human Resources Division provides a professional Human Resources management service to the College. The operational HR teams support managers to carry out their line management responsibilities effectively.
3. HR metrics have been in place at the College for some time, with the devolvement of operational HR processes to Faculties/ Departments in some areas; it is timely that these are reviewed to ensure HR teams have an agreed benchmark to judge their service delivery.
4. The Human Resources Service Level Agreement (Agreement) has been produced to measure the delivery of specific requirements by the operational HR teams. The Agreement has also been developed to aid users of the HR service understand their role within the individual HR processes and timescale within which the process should be delivered.
5. The timescales within the Agreement should be used as a benchmark to indicate the average time to deliver a requirement/process. They are based on HR teams receiving all the relevant information to enable the completion of the process. It also allows HR teams to review their performance in an objective way, both in regards to turn-around time and quality.
6. Statistics will be collected jointly; by information recorded by the HR teams and via the completion of a questionnaire from users of the HR service. HR teams will be responsible for collating the information and passing these to the Head of HR Operations on a monthly basis. These statistics will be published quarterly.
7. With regard to the questionnaire, it is proposed that the Senior HR manager will meet with Heads of Departments/Divisions/Director of Operations (Business School) or their nominated representatives (possibly Departmental Administrators), on a quarterly basis, to obtain feedback on the quality of service provision.
8. Additionally, the collated information will be used to audit if the agreed standards are being achieved and, to review if there are any resources or procedural implications that are creating a barrier to the effective delivery of high quality service.
9. The Agreement will be reviewed on an annual basis to ensure its relevance and to incorporate any agreed changes. To assist the review, Human Resources Division (Head of HR Operations) welcomes comments on this Agreement.

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GENERAL PRINCIPLES – NOT FOR MEASUREMENT

¶

10. HR staff will aim to provide a professional, proactive and timely service to all users.¶

¶

11. General enquires will be subject to the turnaround times below:¶

¶

<#>All urgent e-mails will be responded to **on the day received.**¶

<#>All non-urgent e-mails will be responded to within **2 working days.**¶

<#>All urgent voicemail messages will be responded to on the **same day.**¶

<#>All non-urgent voicemail messages will be responded to by no later than the **following day.**¶

<#>All urgent correspondence will be responded to **on the day received.**¶

<#>All general correspondence will be responded to within **2/5 working days** depending on the nature of the correspondence. ¶

¶

RECRUITMENT

¶

THE AIM OF THE HR PROCESS

¶

12. To attract and retain academic staff who are the best in the world in their field, research, professional and specialist staff of high calibre capable of operating and adding value in a complex knowledge-based organisation.¶

¶

13. HR will:¶

<#>Advise on policy, procedures and best practice to be followed¶

<#>Advise on the need for the post including assessing alternative strategies¶

<#>Advise on the content of the job description, person specification, advertisement, media and timescale¶

<#>Undertake job evaluation as necessary¶

<#>Liaise with Advertising Agency to place advertisement¶

<#>Ensure 'proof' is see ... [2]

STAFF/STUDENT PROTOCOL

**(The Relationship of the Elected Officers of ICU,
its Committees and its Permanent Staff)**

1. It is recognised that any officers elected by the student members of ICU are accountable to that membership, through the ICU Council, or through its committees. ICU staff are accountable through the line management structure to the General Manager and ultimately, through the ICU President, to the ICU Trustee Board. Deleted: of Trustees
2. The aim of this Protocol is to clarify the relationships between students, their elected representatives and staff. The document serves to provide protection to staff and the democratic processes of the Union, but also to promote an effective working environment.
3. The President of the ICU and the General Manager are responsible for ensuring all officers and members of ICU staff are aware of this protocol. Sabbatical Officers and any other person who derives employment from elected office are "ICU officers" and not "staff" for the purposes of this protocol.

THE ROLE OF STAFF IN MATTERS OF ICU POLICY

4. The maintenance of the integrity of democratic practice within ICU precludes the direct involvement of staff employed in the Union in matters of policy.
5. Staff shall at all times strive to uphold the policies, aims and objectives of the ICU.
6. Staff members may attend meetings of any body of the ICU when invited or with the permission of the President. Deleted: Executive
7. Staff members may not exercise a vote in any Union meeting.
8. Staff members may advise officers of the ICU on any matter within their work area, but shall not in any other way seek to influence the policy-making process of the Union.
9. Staff members may not take part in public discussion of ICU policy nor give public expression to views contrary to ICU policy within the Union.
10. Staff members shall not comment on ICU policy except to answer factual questions which come within their area of work.
11. Staff shall not involve themselves in any partial way in the election of any officers or representatives of the ICU.

THE ROLE OF MEMBERS OF THE ICU IN EMPLOYMENT ISSUES

12. The maintenance of the integrity of the Union as an employer, precludes any staff matters, either related to work or personal matters, from being discussed in any open forum of the Union.

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13. All matters relating to conditions of service, performance and conduct of members of staff employed in the Union shall be dealt with by the ICU President in consultation with the ICU General Manager where appropriate. The ICU President and General Manager may seek the advice and support of the College's Human Resources Division.

Deleted: General Manager
Deleted: President
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14. All matters relating to the conditions of service, performance and conduct of the ICU General Manager shall be dealt with by the ICU President as the General Manager's line manager, in consultation with the College's Human Resources Division, where appropriate.

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Deleted: to ensure that such matters are progressed in accordance with the relevant College procedures

15. All matters relating to the performance and conduct of members of College staff shall be raised at the appropriate level in the College by the ICU President, where appropriate.

Deleted: in consultation with the ICU General Manager

16. The officers of the ICU shall refer complaints about individual members of staff employed in the Union to the ICU President who will handle them in consultation with the ICU General Manager and in accordance with the line management structure of the Union.

17. The officers of the ICU shall not permit discussions relating to the conditions of employment, performance or conduct of members of Union staff in articles, correspondence or other publications produced under the auspices of the ICU.

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18. Officers of the ICU should be encouraged to make use of the staff support available, but shall not directly manage the work of individual members of staff employed in the Union. In the event that an ICU officer wishes to change the priorities of an ICU staff member, this should be done through the Union's line management structure.

19. Complaints about the conduct of ICU Staff members while not on Union business, which are raised by members of the Union, College or the general public or by shall be addressed through the appropriate line management structure.

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20. Matters relating to ICU staff shall be considered within the context of the line management structure of the Union and, where necessary, in accordance with the College's disciplinary and grievance procedures.

Deleted: 20. The General Manager, in consultation with the ICU President of the ICU, shall ensure that the Union complies with the College's HR policies and procedures.¶
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SABBATICAL OFFICERS

21. Sabbatical Officers shall be subject to the same scrutiny and discipline as any other ICU officer, subject to the relevant Union Regulations and policies.

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STUDENT STAFF

22. Students may be employed by the Union on a part-time basis. These students should be not be prevented from exercising their democratic rights as student

Deleted: Additionally, the ICU President may, at his or her discretion, discipline Sabbaticals in line with HR policy on matters of conduct and performance.¶
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members of the ICU because they are also members of ICU staff. Therefore, student staff may take a full and active part in the democratic administration of the ICU, including full membership of all its committees with the exception of the Trustee Board.

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23. Student staff may not raise any issue relating to the employment, terms and conditions of service, performance and conduct of themselves or any other staff member in any committee of the ICU.

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24. Student staff are entitled to comment on policies relating to the areas of the ICU where they work, other than employment policies, and shall not be discriminated against for doing so.

Deleted: or to the employment, terms and conditions of service, performance and conduct of any other staff members

25. Student staff will be afforded the same protections as permanent ICU staff members under this protocol.

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26. Student staff should pursue any issue which arises in connection with their employment through the relevant line management structure.

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ENFORCEMENT and INTERPRETATION

27. The ICU President is ultimately responsible for the enforcement of this protocol and shall be responsible for clarifying the relationship between the ICU and members of staff. When the Trustee Board or Court are sitting, its chair shall be responsible for the clarification or enforcement of the protocol. The Court shall interpret this protocol when required as with any other Union rule.

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28. When the President or other ICU officer for the time being with delegated authority to manage staff act through such staff, the conduct of the President or other officer may be the subject of comment in any open meeting or forum. Discussion of the conduct of the staff themselves shall be subject to the prohibitions set out above.

29. The Trustee Board, Executive Committee and Court may discuss matters relating to employment issues for staff with safeguards for propriety set out elsewhere in the Constitution and Regulations. The Trustee Board and Court may require staff to attend, answer questions and produce documents or items.

30. Breaches of this protocol by ICU staff shall be resolved through the line management structure, by the ICU General Manager. If the General Manager is implicated the ICU President shall resolve the matter.

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31. Breaches of this protocol by ICU members shall be resolved by the President if necessary, through the appropriate disciplinary procedures. If the President is implicated the matter shall be referred to the ICU Trustee Board.

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The code is the cornerstone of the system of self-regulation to which the industry has made a binding commitment. Editors and publishers must ensure that the code is observed rigorously not only by their staff but also by anyone who contributes to their publications.

It is essential to the workings of an agreed code that it be honoured not only to the letter but in the full spirit. The code should not be interpreted so narrowly as to compromise its commitment to respect the rights of the individual, nor so broadly that it prevents publication in the public interest.

It is the responsibility of editors to co-operate with the PCC as swiftly as possible in the resolution of complaints.

Any publication which is criticised by the PCC. under one of the following clauses must print the adjudication which follows in full and with due prominence

1. Accuracy
2. Opportunity to reply
3. Privacy *
4. Harassment *
5. Intrusion into grief or shock
6. Children *
7. Children in sex cases
8. Listening Devices *
9. Hospitals *
10. Innocent relatives and friends *
11. Misrepresentation *
12. Victims of sexual assault
13. Discrimination
14. Financial journalism
15. Confidential sources
16. Payment for articles *

The Public Interest

There may be exceptions to the clauses marked * where they can be demonstrated to be in the public interest.

1. The public interest includes:
 - i) Detecting or exposing crime or a serious misdemeanour.
 - ii) Protecting public health and safety.
 - iii) Preventing the public from being misled by some statement or action of an individual or organisation.
2. In any case where the public interest is invoked, the Press

Complaints Commission will require a full explanation by the editor demonstrating how the public interest was served.

3. In cases involving children, editors must demonstrate an exceptional public interest to over-ride the normally paramount interests of the child.

1. Accuracy

i) Newspapers and periodicals should take care not to publish inaccurate, misleading or distorted material including pictures.

ii) Whenever it is recognised that a significant inaccuracy, misleading statement or distorted report has been published, it should be corrected promptly and with due prominence.

iii) An apology must be published whenever appropriate.

iv) Newspapers, whilst free to be partisan, must distinguish clearly between comment, conjecture and fact

v) A newspaper or periodical must report fairly and accurately the outcome of an action for defamation to which it has been a party.

2. Opportunity to reply

A fair opportunity for reply to inaccuracies must be given to individuals or organisations when reasonably called for.

3. Privacy

i) Everyone is entitled to respect for his or her private and family life, home, health and correspondence. A publication will be expected to justify intrusions into any individual's private life without consent

ii) The use of long lens photography to take pictures of people in private places without their consent is unacceptable.

Note - Private places are public or private property where there is a reasonable expectation of privacy.

4. Harassment

i) Journalists and photographers must neither obtain nor seek to obtain information or pictures through intimidation, harassment or persistent pursuit.

ii) They must not photograph individuals in private places (as defined by the note to clause 3) without their consent; must not persist in telephoning, questioning, pursuing or photographing individuals after having been asked to desist; must not remain on their property after having been asked to leave and must not follow them.

iii) Editors must ensure that those working for them comply with these requirements and must not publish material from other sources which does not meet these requirements.

5. Intrusion into grief or shock

In cases involving personal grief or shock, enquiries should be carried out and approaches made with sympathy and discretion. Publication must be handled sensitively at such times but this should not be interpreted as restricting the right to report judicial proceedings.

6. Children

i) Young people should be free to complete their time at school without unnecessary intrusion.

ii) Journalists must not interview or photograph a child under the age of 16 on subjects involving the welfare of the child or any other child in the absence of or without the consent of a parent or other adult who is responsible for the children.

iii) Pupils must not be approached or photographed while at school without the permission of the school authorities.

iv) There must be no payment to minors for material involving the welfare of children nor payments to parents or guardians for material about their children or wards unless it is demonstrably in the child's interest.

v) Where material about the private life of a child is published, there must be justification for publication other than the fame, notoriety or position of his or her parents or guardian.

7. Children in sex cases

1. The press must not, even where the law does not prohibit it, identify children under the age of 16 who are involved in cases concerning sexual offences, whether as victims or as witnesses.

2. In any press report of a case involving a sexual offence against a child -

i) The child must not be identified.

ii) the adult may be identified.

iii) The word "incest" must not be used where a child victim might be identified.

iv) Care must be taken that nothing in the report implies the relationship between the accused and the child.

8. Listening Devices

Journalists must not obtain or publish material obtained by using clandestine listening devices or by intercepting private telephone conversations.

9. Hospitals

i) Journalists or photographers making enquiries at hospitals or similar institutions should identify themselves to a responsible executive and obtain permission before entering non-public areas.

ii) The restrictions on intruding into privacy are particularly relevant to enquiries about individuals in hospitals or similar institutions.

10. Innocent relatives and friends

The press must avoid identifying relatives or friends of persons convicted or accused of crime without their consent.

11. Misrepresentation

i) Journalists must not generally obtain or seek to obtain information or pictures through misrepresentation or subterfuge.

ii) Documents or photographs should be removed only with the consent of the owner.

iii) Subterfuge can be justified only in the public interest and only when material cannot be obtained by any other means.

12. Victims of sexual assault

The press must not identify victims of sexual assault or publish material likely to contribute to such identification unless there is adequate justification and, by law, they are free to do so.

13. Discrimination

i) The press must avoid prejudicial or pejorative reference to a person's race, colour, religion, sex or sexual orientation or to any physical or mental illness or disability.

ii) It must avoid publishing details of a person's race, colour, religion, sexual orientation, physical or mental illness or disability unless these are directly relevant to the story.

14. Financial journalism

i) Even where the law does not prohibit it, journalists must not use for their own profit financial information they receive in advance of its general publication, nor should they pass such information to

others.

ii) They must not write about shares or securities in whose performance they know that they or their close families have a significant financial interest without disclosing the interest to the editor or financial editor.

iii) They must not buy or sell, either directly or through nominees or agents, shares or securities about which they have written recently or about which they intend to write in the near future.

15. Confidential sources

Journalists have a moral obligation to protect confidential sources of information.

16. Payment for articles

i) Payment or offers of payment for stories or information must not be made directly or through agents to witnesses or potential witnesses in current criminal proceedings except where the material concerned ought to be published in the public interest and there is an overriding need to make or promise to make a payment for this to be done. Journalists must take every possible step to ensure that no financial dealings have influence on the evidence that those witnesses may give.

(An editor authorising such a payment must be prepared to demonstrate that there is a legitimate public interest at stake involving matters that the public has a right to know. The payment or, where accepted, the offer of payment to any witness who is actually cited to give evidence should be disclosed to the prosecution and the defence and the witness should be advised of this).

ii) Payment or offers of payment for stories, pictures or information, must not be made directly or through agents to convicted or confessed criminals or to their associates - who may include family, friends and colleagues - except where the material concerned ought to be published in the public interest and payment is necessary for this to be done.

GENERAL PRINCIPLES – NOT FOR MEASUREMENT

10. HR staff will aim to provide a professional, proactive and timely service to all users.

11. General enquires will be subject to the turnaround times below:

All urgent e-mails will be responded to **on the day received**.

All non-urgent e-mails will be responded to within **2 working days**.

All urgent voicemail messages will be responded to on the **same day**.

All non-urgent voicemail messages will be responded to by no later than the **following day**.

All urgent correspondence will be responded to **on the day received**.

All general correspondence will be responded to within **2/5 working days** depending on the nature of the correspondence.

RECRUITMENT

THE AIM OF THE HR PROCESS

12. To attract and retain academic staff who are the best in the world in their field, research, professional and specialist staff of high calibre capable of operating and adding value in a complex knowledge-based organisation.

13. HR will:

Advise on policy, procedures and best practice to be followed

Advise on the need for the post including assessing alternative strategies

Advise on the content of the job description, person specification, advertisement, media and timescale

Undertake job evaluation as necessary

Liaise with Advertising Agency to place advertisement

Ensure 'proof' is seen and approved by recruiter

14. What we need from you:

Notification of recruitment so that appropriate advice can be given;

Completed "Request to Recruit Form" with relevant signatures and financial approval; attach job descriptions, person specifications, organisation chart and advertisements

Identify recruiter to be responsible and available for contact throughout the process

Invite candidates for interview, make arrangements for selection process

Retain all ORIGINAL application forms and/ or CVs plus interview notes for 6 months

Shortlist candidates for interview in accordance with criteria

TURNAROUND

15. HR will approve recruitment request forms for academic and research staff within 5 working days.

16. HR will approve recruitment request forms for support staff within 2 working days.

17. HR will identify time taken to recruit to each individual vacancy.

PRODUCTION OF CONTRACT OF EMPLOYMENT

THE AIM OF THE HR PROCESS

18. To ensure that all staff whether permanent or fixed term, full or part time are issued with an appropriate and accurate contract of employment, together with other relevant documentation in a timely manner.
19. HR will:
 - Advise on terms and conditions relevant to the category of staff to be appointed
 - Prepare and issue the contract of employment which will include all relevant terms and conditions plus appropriate forms
 - Notify Payroll Department of salary details
 - Process follow-up documentation; record new starter on ICIS
 - Advise on any variations to staff terms and conditions i.e. reduction in hours, special allowance
 - Prepare and issue contract variation
20. What we need from you:
 - Return the completed "Request for Contract form" with relevant signatures of approval and supporting documentation
 - Plan departmental induction and introduction to Imperial College
 - Consult with your HR Adviser prior to agreeing any contractual change i.e. reduction in hours
 - Complete "Contract Change form"

TURNAROUND

21. HR will issue all conditional contracts of employment within 2 working days of receipt of completed authorised form.
22. All unconditional contracts of employment will be issued within 5 working days of receipt of completed authorised form.
23. HR will issue all contract variations within 5 working days of receiving completed authorised form.

OBTAINING WORK PERMITS

THE AIM OF THE HR PROCESS

24. To successfully obtain a work permit for non-European Economic Area (EEA) nationals who meet the criteria of the post in question.
25. HR will:
 - Provide up to date advice on work permit regulations and relevant immigration legislation
 - Maintain contact with the Home Office
 - Gather relevant advertising details and liaise with recruiter regarding suitability of non-EEA nationals for the post in order to complete work permit application form
 - Notify recruiter and applicant on receipt of Permit

Request cheque from Finance Department

26. What we need from you:
Clear understanding of the situation regarding permission to work in the UK if non-EEA national applies for post
Contact with your Faculty/ Department HR team should a non-EEA national meet the criteria and be shortlisted for interview in order to ascertain the requirements relating to Work Permits
Notification of intention to offer post to non-EEA national
Complete Work Permit application form

TURNAROUND

27. Following receipt of cheque from Finance. Work Permit applications will be completed and dispatched within 2 working days of receipt of all relevant information.
28. Home Office may take up to 8 weeks to consider application. HR will keep recruiting department advised of progress.
29. Forward Work Permit on day received.

LEAVE TO REMAIN

THE AIM OF THE HR PROCESS

30. To successfully obtain leave to remain.
31. HR will:
Issue notification to Department of future expiry dates of work permit
Advise on completion of paperwork
Provide relevant correspondence if appropriate
32. What we need from you:
Copy of approved leave to remain document

TURNAROUND

33. HR will provide staff with support on completing their applications.
34. HR will issue reminder of forthcoming Work Permit expiry dates, bi-monthly.

PROBATIONARY REVIEWS

THE AIM OF THE HR PROCESS

35. Administer efficiently probation periods for all staff and advise on follow-up

action as appropriate.

36. HR will:
 - Confirm in all letters of appointment the probationary review and its length
 - E-mail the manager and copy to the departmental administrator to ensure that the probation review is carried out at the relevant stage
 - Advise on the action to be taken should any shortfalls or difficulties in performance emerge
 - Write to the employee to confirm the outcome of the probationary period
37. What we need from you:
 - Identify a suitable senior member of staff to act as the probationer's supervisor
 - If appropriate identify a suitable member of staff to act as either a personal mentor or buddy
 - Reply to reminders about the progress of the probationer
 - Highlight to the Faculty/ Department HR team at the earliest possible stage any problems with performance in order that HR can advise where necessary on how to address the issues
 - Return of completed mid-term probation form at relevant stage
 - Provide final probationary review confirmation prior to the end of the probation date

TURNAROUND

38. Reminders will be issued for mid-reviews 2 weeks after the usual central report.
39. Reminders will be issued for final-reviews 2 weeks after the usual central report.
40. HR will issue confirmation letters within 5 working days of completion of probationary period.

ABSENCE MANAGEMENT

THE AIM OF THE SERVICE

41. To ensure the Faculty/ Department are aware of their obligations to monitor absences and to advise on how to deal with absence related issues.
42. HR will:
 - Analyse on a monthly basis reported sickness absence
 - Advise on investigation for long term and irregular sickness absence
 - Advise managers on the necessary steps to deal with absences
 - Advise manager to refer employees with substantial or irregular sick patterns to Occupational Health
 - HR liaise with manager regarding occupational health report.
43. What we need from you:

Ensure all staff are aware of the procedure for requesting annual leave
Ensure HR10 (self-certification) form completed and forwarded to HR
Ensure medical certificate forwarded to HR
Advise as soon as possible of staff with apparent long term health problems
i.e. (sickness procedure), so that if necessary advice can be provided on
how to deal with matter
Highlight individuals with irregular attendance records and seek advice on
how to deal with this type of matter
Ensure all staff are aware of the College's reporting procedure for sickness
absence
Meet with the member of staff on their return to work

TURNAROUND

44. Provided all relevant information regarding absence is supplied and up to date. Progress check will be conducted by HR within 2 weeks of recommended action points.
45. HR will monitor reported sickness absence on a monthly basis.

EMPLOYEE RELATIONS

AIM OF THE SERVICE

46. To ensure that all employee relations matters are dealt with promptly and fairly across the College, with due regard to current legislation and good practice, and minimising risk to the College from Employment Tribunals.
47. HR will:
 - Discuss staff issues/concerns with the manager
 - Advise on informal approaches to address issues/concerns
 - Discuss discipline/grievance/restructuring issues with the department to establish the action and investigation level required
 - Advise on the College's procedure and current legislation if appropriate
 - Ensure an HR Adviser will participate in all formal disciplinary/ grievance and restructuring meetings
 - Advise on all documentation to be sent to the employee concerned
 - Arrange for panels or appeals to be set up if required
 - Ensure training will be provided through the Staff Development Unit
 - Adhere to the principles of natural justice
48. What we need from you:
 - Ensure all members of staff are clearly aware of conduct and performance criteria and objectives
 - That any employee related incidents are reported to HR on the day they happen or the following working day at the latest
 - Guidance is sought from your HR Adviser before attempting to deal with a particular issue
 - If a full investigation is required that it is undertaken in consultation with HR and reports copied to HR

Details of pertinent information and witnesses, where applicable, are properly gathered and notified
The HR Adviser is consulted prior to any correspondence being issued
Business case provided to HR for restructuring

TURNAROUND

49. Initial advice will be provided on the day or within 2 working days, depending on the urgency and complexity.

TERMINATION OF EMPLOYMENT

THE AIM OF THE SERVICE

50. To ensure all contracts are brought to an end in an appropriate manner according to the terms and conditions of employment.

51. HR will:
Issue reminders concerning the end date of fixed term contracts and subsequently extend or terminate contracts as instructed
Distribute leaver form
Non receipt of contract extension form by payroll deadline, individual(s) put on "suspend assignment"
Send out confirmation letters when employees resign, offer the opportunity of an exit interview
Update ICIS as soon as the resignation is processed
Liaise with Pay Office on any termination payment
Negotiate and calculate severance / early retirement packages in appropriate circumstances
Manage redundancies including consultation with unions and with the individuals concerned in consultation with the Department
Issue reminders of pending retirement dates
Termination on the grounds of sickness or through disciplinary procedure will be dealt with as outlined under those procedures

52. What we need from you:
Completion of "Leavers form"
Comply with probation procedure and guidelines and complete relevant documentation on time
Return of "Contract Change Form, extension" prior payroll deadline
Discuss with HR any potential severance / early retirement before taking any action
Comply with obligations set out in the "Fixed Term Contracts procedure"
Business case provided to HR for restructuring
Under no circumstances to terminate employment

TURNAROUND

53. Upon receipt of relevant information, all leavers processed within monthly

payroll deadline.

54. Fixed term contract reminders will be issued 3 / 4 months prior to the end of the contract.

55. Copy of Leaver Form forwarded to relevant all relevant departments/ areas identified on the Leaver Form within 2 working days of receipt.

SUMMARY

GENERAL PRINCIPLES

56. All non-urgent e-mails will be responded to within **2 working days**.

57. All non-urgent voicemail messages will be responded to by no later than the **following day**.

58. All general correspondence will be responded to within **2/5 working days**.

LISTED BELOW ARE THE PROPOSED AREAS FOR MEASUREMENT

59. Pre-employment

number of recruitment request forms for academic and research staff approved within 5 working days.

number of recruitment request forms for support staff approved within 2 working days.

number of conditional offers issued correctly within **2 working days**

number of conditional offers returned for correction due to HR administrative error

number of unconditional offers of employment issued correctly within **5 working days**

number of unconditional offers employment returned for correction due to HR administrative error

number of work permits submitted to the Home Office within **5 working days**.

60. Employment

number of probationary reminders issued within **2 weeks of** mid review.

number of probationary reminders issued within **2 weeks** of final review.

number of appointment confirmation letters completed within **5 working days** of completion of probationary period.

number of contract variations issued correctly within **5 working days**.

number of contract variations returned for correction due to HR administrative error

number of leave to remain applications being completed with HR support **this month**.

number of sickness absence cases being managed with HR support **this month**.

number of Employment Relations cases being managed with HR support **this month.**

61. **End employment**

number of end of fixed term contract reminders issued with **3 / 4 months** of contract ending.

number of end of fixed term contracts being managed with HR support **this month.**

number of leaver forms forwarded to all relevant departments/ areas identified on the Leavers Form within **2 working days.**

number of Leaver letters processed correctly by **payroll deadline.**

number of Leavers letters returned for correction **this month.**

QUESTIONNAIRE

62. To measure quality of service provision from operational HR team

Ratings: **1 = Did not meet expectations (please specify)**
 2 = Partly met expectations (please specify)
 3 = Fully met expectations
 4 = Exceeded expectations.

63. Ratings should be considered and set in relation to requirements stated in the College's HR procedures, policies and employment legislation.

64. ***Employee relations***

Quality of advice and support received on; disciplinary, performance management, sickness absence, grievance, harassment & bullying and restructuring cases

Knowledge and advice on employment legislation

65. ***Pre-employment***

Quality of advice and support on drafting recruitment material - job description, person specification and advert

Quality of advice and support on work permit and leave to remain regulations

Quality of advice on terms and conditions

66. ***Employment***

Quality of advice and support received on managing probationary issues

Quality of advice and support received on the implications of making contract changes/ extensions

Knowledge and advice on College and HR Procedures and Policy

Quality of advice and support received on managing restructurings

67. ***End employment***

Quality of advice and support received regarding the ending of fixed term contracts

Quality of advice and support received to end an employees contract for some other reason