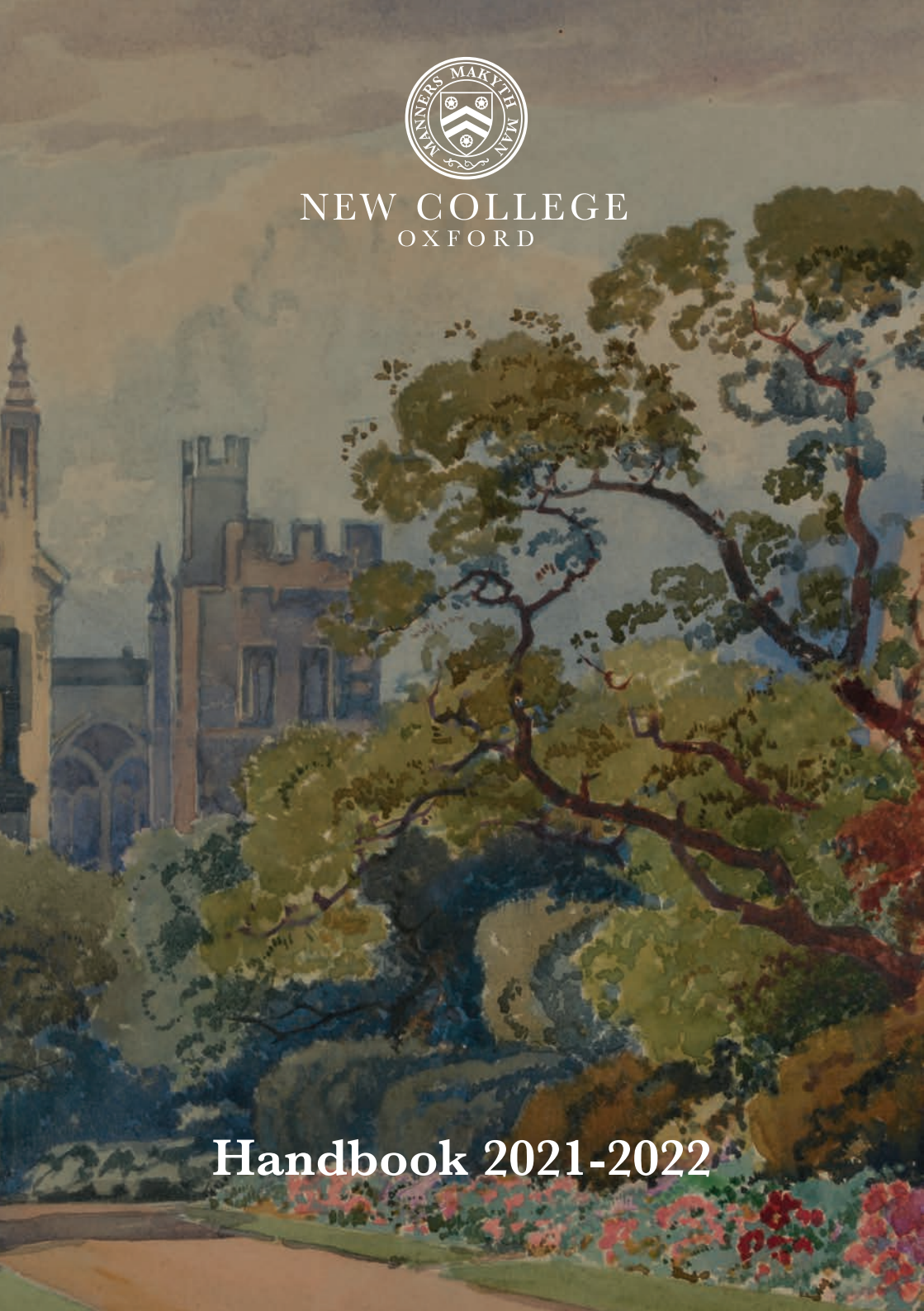
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NEW COLLEGE
OXFORD
Handbook 2021-2022

NCI 8047: New College Gardens by Augustus Charles Wyatt (1863-1933, watercolour).

The Handbook of New College

NEW COLLEGE
OXFORD

The Handbook of New College, Oxford

2021-2022

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Introduction

Everyone who accepts a place on an undergraduate, graduate, or postgraduate course at New College, Oxford is considered a Junior Member of College, is deemed to have bound themselves to observe the College regulations, and to have accepted the requirements set out in the statement of Academic Obligations. The *Handbook of New College, Oxford* (hereinafter, the *Handbook*) should be used in conjunction with other University and College policy and procedural documents. Those referenced in the *Handbook* can be found via links on the College website at *http://www.new.ox.ac.uk/deans-handbook.* The regulations set out the disciplinary procedures which will be instituted in cases of infringement of these obligations. Junior Members are advised that the contents of the *Handbook* are regulations, not 'guidance' or 'advice'. They are required to act promptly when requested to do so by the College; those who have questions about the *Handbook*'s contents should raise them with the Dean in the first instance.

The College is committed to the safety of all faculty, staff and students. The College may, on occasion, produce extra guidelines to address particular issues; these may change rapidly as national and local situations develop. It is the responsibility of every member of College to know what those guidelines are and to follow them on each and every occasion. Such guidelines form an appendix to the *Handbook of New College, Oxford,* and are subject to the disciplinary procedures outlined therein. When relevant, they can be found on the Dean's pages *https://www.new.ox.ac.uk/deans-handbook*, or via the College Links section on the College website.

Most student complaints regarding the procedural and disciplinary matters covered by the *Handbook* are dealt with initially by the College Tutors and Officers concerned. Having exhausted all appropriate disciplinary procedures, Junior Members dissatisfied with the outcome of a complaint may invoke the Grievance Procedure. This is done by contacting the Bursar in the first instance; should the complaint be against the Bursar, the Dean should be contacted. The Bursar (or the Dean) will convene a Grievance Committee of three Fellows previously uninvolved with the complaint, who will report their findings to the College. Should the Junior Member remain dissatisfied, they may refer the matter to the Office of the Independent Adjudicator.

Michael Burden
Dean

1: ACADEMIC OBLIGATIONS

1. The Senior Tutor

Responsibility for the administration of the Academic Obligations rests with the Senior Tutor, Dr William Poole; he may on occasion refer matters to the College, normally through the Warden and Tutors' Committee.

2. Definitions

a) Students

There are five categories of Junior Member.

i) Undergraduates

Undergraduates are students undertaking a first B.A. degree course and members of the Junior Common Room.

ii) Graduates

Graduates are students undertaking higher degree courses and members of both the Junior and Middle Common Rooms.

iii) Mature Students

Mature students are those undertaking either a first B.A. degree course or a higher degree course and members of either the Junior or Middle Common Rooms, depending on which degree is being taken.

iv) Senior Status Students

Senior status students are students undertaking a second B.A. degree course and members of both the Junior and Middle Common Rooms.

v) Visiting Students

Visiting Students are students studying at New College for a limited period of time, but who are not enrolled for a degree; depending on the circumstances, they may be members of either the Junior or Middle Common Rooms.

b) Cessation of Academic Residence

Junior Members may cease to be resident in Oxford, in the following circumstances. Further details, FAQs and the College's suspension procedure can be found at ***http://www.new.ox.ac.uk/deans-handbook*** under the link 'University of Oxford Changes in Student Status' and 'New College Suspension Policy'.

i) Suspension (voluntary)

'Suspension (voluntary)': where an undergraduate, with the agreement of the College, ceases for a period to be provided with tuition by New College, to have the use of New College facilities, and may not visit New College premises without the express permission of the Dean. But the undergraduate remains registered for their course of study, and is required to resume it at the end of the period of suspension, subject to meeting any requirements. To effect this the undergraduate will need to contact the Tuition Office.

ii) Suspension (non-voluntary)

'Suspension (non-voluntary)': where an undergraduate, with the agreement of the College, ceases for a period to be provided with tuition by New College, to have the use of New College facilities, and may not visit New College premises without the express permission of the Dean. But the undergraduate remains registered for their course of study, and is required to resume it at the end of the period of suspension, subject to meeting any requirements. These may include sitting one or more Penal Collections, which shall where possible be marked or second-marked by an appropriate person outside College. To confirm their return the undergraduate will need to contact the Tuition Office.

iii) Withdrawal from Public Examinations

'Withdrawal from Public Examinations': where an undergraduate wishes to withdraw from Public Examinations (and to suspend their course), the express agreement of College is required. To effect this the undergraduate will need to contact the Tuition Office.

iv) **Withdrawal from course**
'Withdrawal from course': where an undergraduate voluntarily withdraws from their course and so ceases to be a member of the College and of the University.

v) **Expulsion**
'Expulsion': where an undergraduate is permanently deprived of membership of the College and of the University.

vi) **Fitness to study**
Junior members must fulfill the requirements of both the University's and College's Fitness to Study Policy. The College may initiate a Fitness to Study procedure if it deems one necessary. See links at ***http://www.new.ox.ac.uk/deans-handbook***, 'University of Oxford Fitness to Study Policy' and 'New College Fitness to Study Policy'.

3. Acceptance of a place

Everyone accepting a place on an undergraduate course at New College is deemed to have accepted the three conditions set out below.

a) Examination and academic performance
To have bound themselves by the College's requirements regarding University examinations and academic performance set out in this document.

b) Academic discipline procedures
To have bound themselves by the academic discipline procedures laid out in the separate document of that title, with sanctions up to and including the expulsion of the undergraduate.

c) Deferments and course changes
To have accepted that the College has admitted them for a particular course only for its normal duration, and that deferments or changes of course shall be at the discretion of the College.

4. Academic Residence

All Junior Members (including graduates, mature students, and senior status students) must abide by the academic residence requirements of the University. This should not be confused with 'residing in College accommodation'. (See page 22)

a) Residence

Undergraduates are expected to be in academic residence **no later than noon** on Wednesday of 0th week and to depart on Saturday of 8th week in any term.

b) Applications to return late, applications to go down and extended absences during term

Applications to return to the College late (that is, after 12 noon on Wednesday of 0th Week), to go down before the Saturday of 8th Week, and for extended absences during term should be made to the Dean. Such applications must be made before arrangements for absence are made and must come to the Dean with the prior agreement of the student's tutors. Such leave is granted only in exceptional circumstances. In the case of emergencies, the Dean should, through the Lodge, be contacted immediately.

5. Requirements regarding academic performance

All those reading for undergraduate degrees are required to attend tutorials, classes, and other appointments with their tutors on time and in an alert condition, and to prepare all written work punctually and in proper form. Unexplained and unexcused breaches of this regulation may result in an Official Warning, the setting of a Penal Collection or Collections, or both. All written work must be the student's own. Students must also attend University lectures, classes, and practicals as and when directed by their tutors, and must attend examinations as and when required by the College or the University; the College expects that undergraduates will normally work to an upper second class standard. The fulfillment of all the above requirements will be considered to place a student in good academic standing with the College. If a student does not remain in good academic standing according to any of the above requirements, they may become subject to the Academic Discipline Procedures, as outlined in the separate document with that title.

Serious breaches are reported to College and will normally result in Official Warning(s) or Penal Collections(s) or both; a repeated breach after two Official Warnings will normally result in the calling of a Disciplinary Sub-Committee, as described in the procedures. The fulfillment of an undergraduate's academic obligations as stated in this paragraph takes precedence over any other interest or activity. In particular, undergraduates wishing to take paid employment during term are required to discuss the matter with their tutors before doing so. Those standing for JCR or University offices (including the offices of Bar Representative and membership of the Ball Committee) must be of good academic standing and must seek permission from their organising tutors, including confirmation that such activities are unlikely to have a deleterious effect on their academic progress before accepting co-option to those committees.

6. Requirements regarding University examinations

The attention of Junior Members is drawn to the University's Examination Regulations; a link can be found at ***http://www.new.ox.ac.uk/deans-handbook***.

a) First Public Examination

All those reading for undergraduate degrees other than senior status students are required to sit the First Public Examination in their subject at the earliest reasonable opportunity.

i) Students who do not achieve a pass mark or grade in their first attempt at any paper or papers in the FPE may take that paper or those papers a second time.

ii) The College will normally require a student to withdraw from a course of study, if he or she fails to pass at the second attempt any paper in the First Public Examination.

b) Second Public Examination

Undergraduates who fail to obtain Honours in the Second Public Examination at the earliest reasonable opportunity shall, unless there are special circumstances causing the College to decide otherwise, be regarded as having terminated their course. Undergraduates reading subjects where there is a Part I (or Part A) and a Part II (or Part B) may proceed to their Part II course only if at the earliest opportunity

they achieve the standard required by the University in the Part I examination. Undergraduates who fail a part of the Second Public Examination (not a Part 1 or Part A) that is taken in the year before the remainder of the Honour School must pass at the next resit.

7. Scholars and Exhibitioners

Early in each academic year the College elects to Scholarships or Exhibitions those of its undergraduates who during the previous year have obtained Firsts or Distinctions in their First Public Examination or whose work is otherwise deemed to merit acknowledgement. Scholarships and Exhibitions will be renewed in subsequent years provided that the undergraduate has worked to a satisfactory standard.

8. Teaching

It is important that tutors keep undergraduates informed of their academic progress and standard, normally by offering feedback on submitted written work and by discussing with them their termly reports. Undergraduates with worries about their teaching may informally and in confidence approach the Salvesen and Cox Fellows, Chaplain, or Senior Tutor. Worries regarding outside tutors, however, should in normal cases first be made to the relevant College tutor. Undergraduates may also submit a formal complaint in confidence to the Warden at any time. The College conducts a termly exercise in which Junior Members are invited to return a tutorial feedback form to the Warden and Senior Tutor. On occasion, the Warden also sees Junior Members to discuss their progress.

Undergraduates are asked to note that the College and University do not take Bank and Public Holidays. Tutors endeavour to respond promptly to requests from their students, but may not be available either in person or by email outside full term.

9. College examinations and Collections

Students are required to sit Collections and other College examinations as directed by their tutors. Every effort will be made by tutors to mark and return Collections by the end of the 2nd week after that in which the Collections are taken, with appropriate feedback. Where Collections are marked externally, tutors will endeavour to ensure that they are marked and returned promptly.

a) Conduct of examinations

i) No candidate may leave an examination within the first 30 minutes; candidates who arrive at an examination more than 30 minutes after the start are liable to disqualification.

ii) Candidates may not take unnecessary articles (e.g. coats, bags, books, notes) into the examination room.

iii) Silence is required at all times during examinations, other than when asking questions of invigilators.

iv) Candidates may not use any paper in examinations except that provided for them.

v) Eating and drinking are forbidden in the examination room.

vi) No candidate shall make use of any unfair means in an examination.

vii) Mobile phones or electronic devices of any sort (other than calculators of the type allowed into the University Examination Schools by the Proctors) may not be taken into College Examinations and Collections.

viii) No candidate may leave an examination within the last 30 minutes.

b) Failure in College examinations and Collections

Disciplinary action may be taken against any student who fails to attend as required, or who fails to reach an acceptable standard, or who breaches the regulations governing conduct of examinations.

c) Penal Collections

The College may from time to time set Penal Collections. Penal Collections are part of the academic processes described in section 5. They are subject to the provisions on examinations set out in 9 a) and b), and the student will be required to achieve a pass mark as stipulated by the College. Further action may be taken if this is not achieved.

10. Plagiarism

The College considers plagiarism a serious matter; Junior Members caught can expect to be disciplined under the College's Academic Discipline Procedures. Junior Members should not circulate any work already marked or bearing comments from tutors, and should make sure that any sharing of work for genuinely academic purposes could not be construed as assisting plagiarism or the sale of work. Any Junior Member discovered assisting in others' academic dishonesty such as writing 'essays for hire', can expect to be disciplined up to and including expulsion.

A link can be found at ***http://www.new.ox.ac.uk/deans-handbook***, under 'University of Oxford Good Academic Practice' which sets out University policy on this matter.

11. Degrees

Inquiries concerning the conferment of Degrees should be made to the Student Services and Events Administrator.

II: GENERAL DISCIPLINE

1. The Dean

Responsibility for College discipline rests with the Dean, Professor Michael Burden. He is supported by the Assistant Dean, Dr Gideon Elford, and by (currently) four Junior Deans: Mr Robert Freeman, Dr Oscar Lyons, Ms Talitha Slabbert and Mr Adrian Kreutz.

a) Penalties

The Dean may impose penalties which may include the recovery of the cost of repairs to College property; discretionary fines of up to £290 per offence; and the giving of compensatory assistance to College staff. The Dean may also deprive Junior Members of the opportunity to reside in College, and the use of some or all of the College's facilities.

b) Fines

All fines are credited to the Dean's Fund. Junior Members should note that financial hardship is not grounds for appeal against the imposition of a disciplinary fine. Those who feel their financial status entitles them to support should approach the Dean for guidance.

c) Decanal Summons

From time to time, the Dean may issue a Decanal Summons. This summons takes precedence over any academic, sporting, or social activity; a Junior Member's attendance is compulsory and must be confirmed by return of post or email.

d) Decanal Records

All papers relating to Decanal proceedings are kept on file in the Dean's office, and may be consulted on application to the Dean. Material may not be copied, nor may it be removed from the Dean's office. All those consulting files are reminded that information contained in them falls under the usual GDPR regulations.

e) Appeals

Junior Members dissatisfied with the outcome of a Decanal Summons should, in the first instance, appeal to the Dean. Junior Members wishing to pursue the matter further may then approach the Warden. Any fine levied by the Dean in the meantime should continue to be paid by the given deadline pending the outcome of the appeal process.

2. Confidentiality

The College takes every step to ensure that confidentiality is maintained as appropriate in its dealings with Junior Members. However, Junior Members must recognise that Senior Members have responsibilities towards the institution which over-ride other considerations.

3. Behaviour

Junior Members are required to behave courteously and reasonably at all times, and are required not to bring the College into disrepute. Impoliteness to College staff will not be tolerated under any circumstances. Junior Members are also responsible and liable for the behaviour of their guests on College premises; in particular, they are warned that drunkenness is no excuse for bad behaviour either by themselves or their guests.

a) Serious misconduct

Reasonable evidence of serious misconduct, whether within the College or elsewhere, renders the offender liable to immediate summons to appear before a Disciplinary Sub-Committee of Warden and Tutors, which is empowered to order the immediate suspension or expulsion of an offender. The exact procedures to be followed by a Disciplinary Sub-Committee of Warden and Tutors are set out in the 'Procedures Concerning Academic and General Discipline'. See the link at ***http://www.new.ox.ac.uk/deans-handbook*** under 'New College Academic Discipline – further information'.

b) Definition of serious misconduct

Serious misconduct is inclusive of, but not limited to: harassment; violent or threatening behaviour; damage to, or theft of, property; procuring, possessing, using or supplying illegal drugs or other dangerous substances; possessing or using any firearm, ammunition, explosive or other offensive weapon; interference with fire prevention or other safety equipment; contumacious or persistent behaviour contravening College rules.

4. Noise

In general, Junior Members are expected to be considerate of others living and working in College. Junior Members may play music between 1.00 pm and 11.00 pm, providing that others are not disturbed.

5. The College Grounds

The College grounds are to be left in good order at all times. Junior Members are reminded that both Senior and Junior Members receive a large number of visitors, and that for much of the year, the College is open to tourists.

a) Games

Games (including frisbee) may not be played in College; they may be played on the Sports Ground. The only exceptions are bowls, boule, and croquet, all of which may only be played in designated areas in the Holywell Quadrangle.

b) Litter

The gardens must be kept free of litter at all times.

c) Motor vehicles

Motor vehicles belonging to Junior Members may only be parked in College with the express permission of the Home Bursar; this is only granted in exceptional circumstances, such as temporary or permanent physical disability. In the event that such permission is granted, a permit must be obtained from the Home Bursary. The charge for parking a vehicle in College without permission is the equivalent of the local on-street daily parking fee for each day. This rule also applies to the Pavilion car park and access roads at the Sports Ground residential accommodation. The only exceptions apply at the beginning and end of each term, when vehicles may be brought into College for the purpose of loading or unloading. Permission to park under these circumstances must be obtained from the Porter on duty in the Lodge. Vehicles must be removed as quickly as possible, and are not permitted to remain in College overnight. On these occasions on street parking permits will also be issued as necessary by the Porter on duty.

d) Bicycles

Bicycles may not be ridden in the College. **Cyclists must dismount at the College gates, and walk their bicycles through the Lodge archway.** Bicycles must not be left on the College site except in places where racks are provided and must not for any reason be brought into College buildings. All bicycles must be registered through the main Holywell Lodge. Unregistered bicycles will be periodically removed and disposed of without further warning. Hired bicycles are banned from College premises. **Junior Members are advised to wear an appropriate cycle helmet at all times.**

e) Drama and music rehearsals

Permission must be sought from the Assistant Dean before drama and music rehearsals, or any similar activity, are held in the gardens. Junior Members should note that permission for such activities

i) will normally be restricted to the Holywell Quadrangle during the hours that the College is open to the public;

ii) to be held in the Cloisters will not be granted, unless the Chapel Committee has previously agreed that the play may be staged there;

iii) is likely, in any case, to be withheld after fourth week of Trinity Term.

6. Equality and Diversity

The College is committed to the elimination of discrimination on all grounds, which includes those of race, religion, gender, disability, age, sexual orientation, marital status, or nationality. Junior Members should familiarise themselves with both the College's and University's Codes of Practice on this matter, are required to conduct themselves in a manner compatible with the Codes, and should work positively to further the aims of the Codes both in deed and in spirit. The Codes may be found via links at ***http://www.new.ox.ac.uk/deans-handbook***, 'University of Oxford Equality and Diversity Unit' and 'New College Equality Policy'.

7. Harassment

Harassment, as defined in the Proctors' Rules, constitutes a breach of College regulations. Links to both the University's and the College's Codes of Practice can be found on the Dean's pages on the College website at ***http://www.new.ox.ac.uk/deans-handbook***.

a) Alleged harassment

The College will act positively to investigate alleged harassment, and to effect a remedy or take disciplinary action when an allegation is determined to be valid.

b) University Harassment Advisory Panel

Members of the University Harassment Advisory Panel are available to assist anyone who wishes to discuss problems which arise in relation to perceived harassment. Discussions are confidential and need not necessarily lead to, or be part of, any disciplinary action. See the link at https://www.new.ox.ac.uk/deans-handbook under 'University of Oxford Policy and Procedure on Harassment and Bullying'.

c) College Harassment Advisers

College Harassment Advisers can also be consulted in confidence. A list of College Advisers for the current academic year can be found on the Dean's pages on the College website at https://www.new.ox.ac.uk/deans-handbook under the link 'New College Harassment Policy'.

8. Freedom of speech

Freedom of speech and academic freedom are central tenets of life within the Collegiate University. New College seeks to protect robustly civic and academic freedoms and to foster an academic culture of openness and inclusivity, in which members of the College community engage with each other and the public in debate and discussion, and remain open to both intellectual challenge and change.

a) Code of Practice

Junior Members are required to observe the University's Code of Practice on Freedom of Speech adopted in compliance with the Education (no.2) Act 1986 and to observe the College's Code of Practice on Managing External Speakers, as required by the 2015 Prevent Duty legislation. Links to both codes can be found at ***http://www.new.ox.ac.uk/deans-handbook,*** together with the College Policy on Prevent.

b) Dealing with the media

Junior Members are reminded to be generally cautious when dealing with the national, local, and undergraduate press and media. Such dealings can result in libel action, and could be the subject of action by a Disciplinary Sub-Committee of Warden and Tutors. Junior Members are reminded that the student newspaper *Cherwell* is an independent publication, and is not regulated by OUSU or the University.

c) The Web

Junior Members are similarly reminded that libel action and criminal prosecution can arise from postings to websites; these include sites such as Facebook and Twitter.

9. Health

The College requires all Junior Members to register under the National Health Service, normally with the College practice, and to remain registered in Oxford for the duration of their courses. If Junior Members make private arrangements with an Oxford doctor, they are required to notify the College.

Permission for such exceptions will be granted by the Dean only for special reasons. Junior Members may be required to purchase or to bring with them basic health care equipment.

10. Alcohol

The College reminds Junior Members of the risks attendant on the irresponsible consumption of alcohol, and in particular, warns of the chronic health problems which may appear in later life. Junior Members should note that drinking societies, initiation ceremonies involving alcohol, sconcing, pennying and other drinking games are banned in College.

11. Drugs

Under the law it is a criminal offence to take, possess, manufacture, pass to others, supply, or sell drugs, or for the College to be knowingly concerned in the management of premises where any of these things are done.

a) Class A and B drugs

Junior Members who become involved in consuming, manufacturing, passing to others, or selling Class A and B drugs (including, but not limited to, ecstasy, heroin, amphetamine sulphate, LSD, cocaine, cannabis and crack) must expect to be expelled from the College.

b) Class C drugs

Junior Members may also expect disciplinary action, up to and including expulsion, should they be involved with class C drugs.

c) Health risks

Junior Members are reminded of the health risks attendant on unprescribed drug taking, including addiction, damage to mental health, and exposure to secondary diseases including hepatitis, HIV, and AIDS.

d) Pastoral care

The College recognises the need for pastoral care and support for Junior Members who become involved with drugs. Among the courses of action a Junior Member should consider are:

i) seeking medical help either from the College doctor or by contacting the drug and alcohol service, Turning Point Oxford, Rectory Road, Oxford, OX4 1BU; telephone: 01865 261 690. Email: **oxfordshire@turning-point.co.uk** Website: **http://wellbeing.turning-point.co.uk/oxfordshire/hubs/oxford-hub/.**

ii) seeking the advice of the College's welfare team or the University Counselling Service;

iii) approaching the Drugs Squad of the Thames Valley Police. (This course of action may be appropriate for someone acting in the public interest to assist with the conviction of drug dealers; in such circumstances, the police may be expected to maintain confidentiality);

iv) seeking the support and assistance of a Senior Member of College. Junior Members are reminded that the level of confidentiality which can be maintained may be limited, given Senior Members' responsibilities to the College.

12. Health and Safety

Junior Members are asked to act responsibly at all times, both for their own safety, and for the safety of others.

a) Roofs and attics, and the City walls

The roofs and attics of all parts of the College, and the City walls, are out of bounds.

b) Scaffolding and ladders

It is forbidden to climb on scaffolding or ladders in or around the College, or to interfere with any equipment or material intended for use by the staff or by the College's contractors.

c) The College staff and visitors

Junior Members are obliged to ensure that they do not jeopardise the safety of College employees and visitors in any way.

13. Fire

It is a criminal offence to misuse a fire extinguisher, a smoke detector, a fire alarm, or a fire escape, or to behave recklessly with respect to fire. Tampering with fire equipment, including fire alarms, will automatically incur the maximum fine, and may result in exclusion from College accommodation.

a) Fire doors and corridors

Fire doors are not to be wedged open, and corridors and escape routes must be kept clear at all times. Items of property, including clothing and shoes, will immediately be removed from public areas.

b) Fire alarms

If a fire alarm sounds, Junior Members are obliged to leave their rooms immediately and follow the fire drill. They should check that they know the point of assembly for their residence. Non-compliance with this rule will result in an automatic fine of not less than £20. People who use spray deodorants should take care to avoid triggering smoke alarms; more than one instance will incur a fine.

c) Inflammable items and candles

Inflammable items and liquids are banned from College rooms. Candles of all types are also banned throughout the College, both indoors and outdoors, and as ornaments and as functional objects. Such items will be removed from rooms without notice and will be disposed of without further consultation. Non-compliance with these rules will result in the imposition of the automatic maximum fine.

d) Barbecues

Barbecues are not allowed anywhere on the College grounds. Exceptionally, the barbecue at the Weston Buildings is for the sole use of graduate Junior Members who should submit an event form to the Assistant Dean (see section 9 of the Domestic Rules). The use of the barbecue will otherwise be monitored by the MCR Committee, who are responsible for ensuring that it is kept clean and maintained in good order.

14. Security

Junior Members are asked to be vigilant at all times, and are reminded that the College grounds are monitored by CCTV.

a) Gates

The Holywell gate is shut at 11.00 pm and the Front Quad gate is only open during the hours that the College is open to tourists. Access through both gates is possible at any time using a University card. It is against University regulations to pass a University card to a third party.

b) Keys & Fobs

Room keys and fobs should be collected from the Porters' Lodge at the beginning of term, and returned to the Lodge at the end of term. They should remain in the possession of the occupant at all times, and they should never be lent. Automatic fines are imposed in the event of a key or fob being lost or not returned and signed for at the end of term.

Automatic fines are also imposed by the Lodge as follows:

Lost key or fob, first occasion	£30
Lost key or fob, second occasion	£35
Lost key or fob, third occasion	£50
Extra set borrowed and not returned	£50
Unauthorised loan of keys/fobs/access cards	£50*
Spare set borrowed and not returned within 30 minutes	£20
Failing to hand in keys at the end of any term	£50*

**A charge of the nightly 2021 conference rate, currently at upwards of £73 per night will be added to this fine.*

Keys to other rooms in College require the production of the user's University Card; the card will be retained by the Lodge until the key is returned. The production of a University Card for the boathouse keys is required, including the various music spaces, although the card will not be retained. Keys to bookable rooms can only be drawn by the person in whose name the room is reserved.

15. Communication

It is essential that Junior Members keep in contact with the College.

a) Registration

Junior Members are required by the University to register online each year after the end of August. The College deadline for this process is **15 September**.

b) eVision – the Dean's Address List

All Junior Members are required to keep their contact details up to date via eVision each term. Failure to do so will result in an automatic fine of £20. Returning Junior Members should do this after the end of August and by 15 September. The link to log in to eVision can be found under the 'Dean's Address List' on the College website at ***http://www.new.ox.ac.uk/deans-handbook***.

c) Mail boxes

The information below relates both to the College's pigeon holes and to Junior Members' electronic mail boxes.

i) Junior Members are required to clear both their mail box in the Lodge and their electronic mail box on a regular basis; they are reminded that the current convention governing email is that it should be responded to within 24 hours.

ii) Junior Members are reminded that the College's postal address is New College, OXFORD OX1 3BN, and they should not, under any circumstances, use other addresses relating to the College's main site and its environs; this includes the Longwall Street and New College Lane Houses, Bodicote House, Savile House, and Castle Mill. It excludes the Weston Buildings; communications should use the house number, and be sent to The Weston Buildings, New College Sports Ground, St Cross Road, OXFORD OX1 3TJ.

iii) Mail received for those graduating from the College will be returned to the sender after 30 September in any year.

iv) Junior Members may not mass leaflet the Lodge mailboxes, and may not spam the College's email network.

v) Junior Members are reminded that all courier and postage costs (including any import charges and taxes) for items sent to them are their own personal liability, and those costs are to be paid by the Junior Member to the courier firm before the item is delivered.

d) Email and confidentiality

Junior Members are reminded that email is not a secure method of communication, and that the content of emails is not considered confidential.

16. Copyright

It is the responsibility of all individual members of College to ensure that photocopying is carried out within the terms of the Copyright, Designs, and Patents Act, 1988.

a) Copying and copyright

If, without the authority of the copyright owner, copying is undertaken which is outside the limits of the licence and does not fall within the very limited 'fair dealing' exceptions of the Copyright, Designs and Patents Act, 1988 (which allows copying by way of fair dealing for, amongst other things, research or private study by individuals), then not only may copyright be infringed, but a criminal offence may be committed.

b) The College and copyright

While it is the responsibility of the individuals to ensure that their photocopying is lawfully carried out, it is additionally the duty of the licensed institution (in this case, the University of Oxford and the College itself) to ensure that all staff and students are kept properly informed. This regulation *Handbook of New College, Oxford* 16(b) constitutes their having been so informed. Additional notices giving clarification to staff and students of their obligations under the Act appear beside each College photocopier. Where infringement is clearly observed to be occurring, the licensed institution may bring disciplinary charges against the individual, since the institution itself could otherwise be found to be in breach of the law.

17. Computer use

Junior Members are required to behave responsibly when using computers in College, and are required to operate within the University's guidelines on computer use. Junior Members may not interfere with the College network or its settings in any way: the IT office should always be consulted if there is any doubt about undertaking an IT related procedure. Junior Members are warned that disciplinary procedures relating to computer misuse may involve the withdrawal of Email and Internet/Network privileges.

a) Antivirus software

All computers connected to the College's network must have current antivirus/malware software installed along with enabled firewalls. Antivirus and operating system updates must be applied as they are released (preferably automatically) by the software manufacturer. It is the responsibility of Junior Members to keep their systems up to date and secure.

b) Devices to the network

Junior Members should not connect devices to the network that are capable of distributing network services to other devices. This includes, but is not limited to, wireless access points, routers, switches or hubs, and computers with Internet connection sharing enabled.

c) Policies

All Junior Members are required to abide by the IT policies as set out by College. Links to the College's policies on Computer Rules & Regulations, Privacy and Information Security can be found on the Dean's pages on the College website at *https://www.new.ox.ac.uk/deans-handbook*.

III: BATTELS AND CHARGES

1. The Bursar

Responsibility for the administration of Battels and charges rests with the Bursar, Mr David Palfreyman; he may on occasion refer matters to the College.

2. Battels

Battels must be paid by Friday of 1st week of each full term.
In the academic year 2021-2022 these dates are as follows:
15 October 2021, 21 January 2022, and 29 April 2022. Rules concerning the payment of Battels can be found on the Dean's pages on the College website at ***http://www.new.ox.ac.uk/deans-handbook,*** under 'New College Guide to Battels'.

3. Cheques

The Bursary staff are not permitted to cash cheques for Junior Members.

IV: DOMESTIC RULES

1. The Home Bursar

Responsibility for the domestic rules of the College rests with the Home Bursar, Mr Gez Wells; he may refer matters to the Dean where appropriate.

2. Residence in College

'Residence in College' should not be confused with academic residence as required by the University Regulations for Residence, as detailed on page 3.

a) First year residence

Undergraduates are expected to reside in College during their first year, although permission to live elsewhere may be given by the Dean for good reason on a case-by-case basis. The Dean should be approached before any arrangements to live out are made.

b) Residence after first year

After the first year, College rooms are allocated using a ballot administered by the Junior Common Room. Junior Members should be aware that the ballot process is subject to review, and the College may vary the principles and procedures governing the ballot from year to year.

c) Living out, living in

Undergraduates who choose to live out in their second year will not be entitled to preferential treatment in the room ballot for their third year or subsequent years.

d) Required residence

The JCR President is required to live in College in the JCR President's set, currently 9 OB 3, and the MCR President will normally live in College accommodation.

e) Residence restrictions

Those undergraduates wishing to occupy Nos 5, 6 and 7 New College Lane and 8, 11 and 12 Longwall, must be in good academic standing with the College.

f) Dates for which accommodation is available

The dates for which College accommodation is available to Junior Members are contained in the Licence Agreement at the back of *Handbook*.

3. Arrival and Departure

The rules for the arrival and departure of Junior Members are laid out below. Questions should be directed to the Home Bursar.

a) Graduate students

The accommodation period for graduate students runs from 10 am on 1 October to 30 June. Summer residence is normally granted to most students for a period of up to 30 August on application. Information regarding the application procedure is sent out by the Home Bursar during Trinity Term. Graduate students who do not vacate and empty their room by the specified time will be charged at the prevailing conference rate for the days when they were not expected to be resident.

b) Undergraduates

Undergraduates with term-only licences may be allowed to return to College a few days before their occupation agreement begins. The relevant dates will be available at the beginning of each academic year. Junior Members who are on courses with extended terms must make arrangements with the Personal Assistant to the Home Bursar if they need to return before the start of the licence period.

i) Returning to College

Undergraduates are able to return to College without notice from the Saturday preceding the start of the term as defined in the Licence Agreement. Students returning earlier than the preceding Saturday without prior agreement may not be accommodated and will be charged the student nightly rate plus a £25 administration fee per night.

ii) Departing from College

Undergraduates must leave the College on the last day of term unless they have received permission for vacation residence. Undergraduates who do not vacate and empty their room by

10 am will be charged at the prevailing conference rate for the days when they were not expected to be resident. Extensions to the departure time due to personal logistical reasons may be granted (up to a maximum of 12 noon on the same day). Requests should be made to the Personal Assistant to the Home Bursar at least 48 hours before the departure date.

iii) **Vacation residence**
Undergraduates who wish to reside in College during any part of the vacation must apply to the Home Bursar on the appropriate form on SharePoint, reached via the link on the homepage of the College website. Permission for vacation residence will usually be granted only to students taking examinations, doing academic work under the supervision of their tutor, undertaking some other *bona fide* course of study, helping with College functions under the supervision of a College Officer, or students who are unable to return home over the vacation, e.g. those whose main residence is overseas or who have no contact with their family. **With the exception of the above circumstances, vacation residence is not available after the end of Michaelmas Term.** Applications for vacation residence must be received by 5th week of any given term; this includes applications for an early return after the vacation, and applications from members of the choir who are required to be here in vacation. Late applications will not usually be considered, and if considered at all, it will be on the basis of paying for the accommodation at twice the normal rate.

iv) **Changing rooms, leases**
An administration charge of £50.00 per person will be levied for swapping rooms; for leaving during the lease; or for departing early, and handing the lease on.

v) **Subletting**
College rooms may not be sublet or shared.

4. Accommodation in College or College houses

Undergraduates are asked to remember that the College is a community and to have due consideration for other occupants at all times.

a) College rooms

Furniture and furnishings may not be removed from College rooms without permission from the Home Bursar. Junior Members may not bring their own furniture or refrigerators. Furniture, fixtures, fittings and fabric must be left in the same condition at the end of Junior Members' occupancy of a room as they were at the beginning.

b) Hanging objects on walls

No adhesive material may be used on walls. In rooms with no picture rail, thin steel pins (not nails) may be used to hang pictures.

c) Posters

Junior Members may not, for any reason, display posters in the windows of College rooms.

d) General cleanliness

It is especially important that baths, showers and lavatories are kept clean.

Penalties will be imposed on anyone littering or despoiling common rooms and other communal spaces and the grounds and gardens. Residents of College staircases are collectively responsible for the good order of those staircases.

e) Cleaning

Dustbin bags, and basic cleaning equipment are usually available from the Lodge; equipment must be returned after use.

f) Electrical Appliances

Under the Electricity at Work Regulations 1989 there is an obligation on the College to control all electrical appliances connected to its electrical system.

i) Electrical appliances may only be brought into College if their safety can be guaranteed. If they are over two years old, they should be first tested by a competent person. Proof of testing may be required, and a fee will be charged if the College has to test the item. Testing will normally only be carried out if an appliance is thought to be unsafe. Junior Members are responsible for ensuring that appliances are well maintained and tested regularly by competent people. If you are unsure of this process please contact the Deputy Clerk of Works on (2)79 559.

ii) Every appliance must carry the appropriate British Standard number or an international equivalent such as BEAB approved or CE marking. The plug must also carry BS 1363, be of the safety sleeve type and be correctly fused for the appliance. Flexible cables must be in good condition and not worn, perished, split, stretched or twisted.

iii) Cooking appliances of all kinds including microwaves, toasters, sandwich makers, rice cookers, and so on, electric fires, heaters of any kind (gas, paraffin, oil, electrical), irons, infra–red lamps, 240v halogen lamps may not be brought into or used in student bedrooms. Coffee machines must only be used in kitchen areas. Refrigerators may not be brought into College; those with a medical requirement should seek prior permission from the Home Bursar.

iv) Kitchens are equipped with ovens, microwaves and toasters. If you wish to bring an additional cooking appliance to be used in a College kitchen, you must seek prior approval from the Home Bursar. Permission will usually be granted on the following terms:

1. The equipment will be used in the communal kitchen and not in student bedrooms
2. The equipment is either new, under one year old or has a PAT test certificate
3. Has a UK plug, travel adaptors are not allowed
4. The equipment is removed at the end of the licence period
5. Any equipment left on College premises after the end of the licence period will be disposed of

v) Electrical fittings may not be interfered with and appliances may not be connected to lighting circuits, nor any two or three plug (multi-way) adaptors be plugged directly into a socket. DIY multi-sockets and rotary extension cables are strictly prohibited. Factory made, fused multi-sockets fitted with a plug to BS 1363 and a cable not exceeding one metre long may be used where there are insufficient permanent sockets.

vi) The College reserves the right to enter any room in order to check on the use of any electrical equipment thought to be

faulty. Junior Members must within three days of a request, provide a safety certificate for any equipment which in the College's reasonable opinion is unsafe. Should the Junior Member fail to do so, the College will remove it without further notice; it will be returned at the end of the licence period, with storage being charged to the Junior Member. Any cooking appliance found in student bedrooms will automatically be removed. The College's decision on the use of an electrical appliance is final.

5. Reporting Maintenance Faults

Both emergency and non-emergency maintenance problems on the main site should be reported immediately to the porters at the Holywell Lodge. Faults in the Sports Ground buildings should be reported to the Weston Buildings Lodge. The porters will take the relevant action, including contacting out-of-hours the relevant trade staff. Faults can also be reported using the online reporting system, for which a link will be found on the Dean's pages of the website and at the bottom of the College's home page.

6. Pets

No pets may be kept by Junior Members in the College. The College may from time to time have a College cat. Junior Members may not feed it, nor allow it into College rooms for any reason. Any baiting which goes beyond normal play is a disciplinary offence.

7. Smoking & Vaping

From 1 July 2007, in accordance with the law, all public and private spaces in College buildings and enclosed spaces are designated non-smoking; this includes bedrooms. Smoking and the use of e-cigarettes is permitted in designated areas in the College grounds as follows:

a) **On the main College site** – at one designated area on the Slype; in the Gardens but not within 37 metres of Old Buildings (that is from the near side of the bastion to the front of Garden Quad); both areas are shown on the inside back cover, and are also displayed in the Lodge.

b) **At the Sports Ground** – at the refuse area.

8. Guests

On occasion, one guest may stay overnight in a Junior Member's room for no more than two nights in succession in any given week. Infringement of this regulation will lead to the automatic imposition of a penalty equivalent to the charge for the use of the JCR guest room.

Unaccompanied visitors to College will not be admitted after 10.00 pm or before 7.00 am.

9. Meetings, Parties and Other Entertainments

The Assistant Dean's permission must be obtained for any gathering of more than ten people in any College room. Staircase parties and house parties are banned, and permission may be refused for events in Trinity Term where noise is likely to disturb other members of College.

a) Permission

Permission is granted by way of a form, obtainable from the College's website. Please note that separate forms are required each for events in the Cloisters and the Gardens. Permission is granted on a case by case basis, and may be refused during Trinity Term.

b) Procedures

The form must be signed by the following:

Stage 1: the Personal Assistant to the Home Bursar;

Stage 2: the Head Porter;

Stage 3: the Assistant Dean (for **individuals**, at least three weeks before the event; for **Common Rooms**, at least a fortnight before the event).

Other signatories may be required depending on the venue chosen. Should at any stage, the relevant College Officer refuse to sign it, the cancellation of all aspects of the event are the responsibility of the Junior Member whose name appears as applicant on the form.

c) Parties and events in bookable rooms

i) Only Junior Members of New College may book rooms. University societies (defined as those that are registered with the University Proctors) may only hold events in the College if the New College

Junior Member is the society's president. Only the president may book the room and must take full responsibility for the event. Bodies other than registered clubs or societies may not hold events in the College whatever the connection of a New College Junior Member to that organisation.

ii) Under the terms of the Licensing Act, discos and parties may not be advertised publicly outside the College or the sponsoring College society, nor may any charge be made for admission. At functions where alcohol is served, the bar must close at 11.00 pm, and only members of College and their *bona fide* guests may be served.

iii) Junior Members' attention is drawn to their obligations under the University's Code of Practice on Freedom of Speech.

iv) Rooms should be booked in the first instance with the appropriate College Officer or staff member. The Officer responsible may consult the Assistant Dean before accepting a booking at this stage. Permission may be refused for events which are considered inappropriate to the room chosen.

v) **Bookings**
Sir Christopher Cox Room: Book with the Personal Assistant to the Home Bursar.

Red Room: Book with the Personal Assistant to the Home Bursar.

Long Room: Book with the Personal Assistant to the Home Bursar. The Long Room may be used for parties and discos on Friday and Saturday evenings only, and not at all after 4th week of Trinity Term.

Cloisters: Apply to the Chapel Administrator, who will refer the application to the Precentor for permission. Note that the Cloisters is a burial ground and its use is restricted. Permission is granted by the Chapel Committee which meets termly, usually in 5th week; applicants should check with the Chapel Administrator.

Garden: Apply to the Personal Assistant to the Home Bursar, who will refer the application either to the Garden Committee or to the Garden Fellow for permission.

Other rooms: Book with the Personal Assistant to the Home Bursar.

Junior Members should note that the extended tables in the Red Room and Conduit Room may not be moved.

d) Security

i) When organising events on College premises, Junior Members are required to operate within the University's Code of Practice on Freedom of Speech adopted in compliance with the Education (no.2) Act 1986 to which the College is committed. They are also required to observe the College's Code of Practice on Managing External Speakers, as required by the 2015 Prevent Duty legislation. Links to both codes can be found at ***http://www.new.ox.ac.uk/deans-handbook***.

ii) The Head Porter must be consulted about security arrangements. Junior Members should consider, in the case of meetings, the difficulties that may be had with participants of opposing views and, in the case of parties, the possibility of gatecrashers or drunkenness. Arrangements must be made with the Head Porter for clear directions to be available at the Lodge to guests and participants. If necessary, one of the organisers must be present in the Lodge when guests or participants arrive. If the Head Porter, in consultation with the Assistant Dean, deems it necessary, extra staff or security cover will be arranged at the organiser's cost.

e) Electrical equipment

If disco or any other electrical equipment is used, then this must be inspected and approved by the Clerk of Works' department. The use of smoke vapour machines and strobe lighting is strictly forbidden in all rooms.

f) Cleaning

Rooms must be left clean, tidy, and ready for use by others. All washing up must be done and all rubbish disposed of immediately after the event. Cleaning equipment is available from the Lodge or from the Scout, and is provided in the Long Room. The students who book and organise the event must stay until all the work is done. College staff must not have any extra work as a result of students using the room.

g) Publicity

Copies of any publicity produced for an event in College for which permission is required – whether it be a poster, or a private booking form, or any material whatsoever – must be sent to the Assistant Dean for approval.

i) Finishing times

All parties and meetings for New College members (excluding those for College societies) will finish by 11.00 pm at the latest; all other events (including those for College societies) will finish by 10.30 pm at the latest.

10. Plays and Similar Entertainments in College

A separate form is not required. The booking form for Events in the Cloisters should be completed for the performance of plays and other similar entertainments in College. **Junior Members are warned that such an application must be made in the term prior to that in which the production is proposed.**

a) Safety

Junior Members promoting plays or similar entertainments in College should complete the appropriate form and are required to have their production inspected by the Clerk of Works to ensure that the safety of the players and audience has been adequately addressed; permission may be withheld if the production does not meet the required safety standards.

b) Technical support

Those organising plays should be in early communication with the College's Clerk of Works, and in any case, at least six weeks prior to the first night.

11. Storage

Junior Members should be aware that there are no storage facilities in the College. All personal property must be removed from study bedrooms over the vacations (in the case of termly lets this means rooms must be cleared over Christmas, Easter and summer vacations, and over the summer vacation in the case of a 38 or 39 week let).

Junior Members are advised to budget for and make arrangements with a commercial storage company that specialises in lower cost collection and storage for students, of which there is more than one in the Oxford area.

12. Complaints

Most complaints about accommodation are dealt with by the Home Bursar on an informal basis. The procedure for lodging a formal complaint is set out in documents on the College website at ***http://www.new.ox.ac.uk/deans-handbook*** under 'New College Home Bursary Complaints Procedure'.

V: THE LIBRARY

1. The Librarian

Responsibility for discipline in the Library rests with the Fellow Librarian, Dr William Poole, and on a day-to-day basis with the Librarian, Dr Christopher Skelton-Foord. Disciplinary matters will be referred to the Dean where appropriate.

2. Use of the Library

The Library is for the use of members of New College only, and others may not be admitted, except with the permission of the Fellow Librarian or the Librarian, or when accompanied by a Fellow of the College. Members of New College must use their University card to gain access to the Library. A range of assistive equipment is kept in the entrance hall of the Library and may be used by students within the Library. New College Library also provides a document binding service to all current members of College for just £2.50, charged to your Battels.

3. Borrowing Books

Books may be borrowed only by Junior Members of the College 'in academic residence' in Oxford and in order to borrow a book, members are required to use their University card at one of the self-issue machines. The Library actively encourages book purchase requests from Junior Members for titles not held or additional copies required.

a) Numbers of books borrowed

Generous borrowing privileges enable up to 35 books to be borrowed at any one time. Books should be returned within a fortnight (for Undergraduates) or by the Friday of 8th week (for Postgraduates) and posted in one of the returned books' boxes in the Library entrance hall. The loan period for DVDs and CDs is three days. A borrower may renew a loan online via SOLO (Search Oxford Libraries Online) or within the Library via its self-service issue machines, as many times as required, so long as no one else has requested the book. However, books will incur a fine of five pence for each day overdue. Users retain full responsibility for any books that they have borrowed from the Library and they are reminded that borrowing books on behalf of other students is not permitted.

b) Lost or damaged books

It is a serious offence to remove a book from the Library without recording it.

If detected, a heavy fine or exclusion from the Library may be incurred. The replacement costs of any damaged, defaced or lost books plus administration costs will be charged to the Battels of the person responsible for the damage or loss.

c) Returning books

All books should be returned by the due date. Loans are only guaranteed for seven days. Students may place a hold request on a book out on loan to another reader. When a hold request is placed, the reader who has the book out on loan will receive an email from the Library with the subject 'Library Recall', notifying them accordingly of the revised due date. If a student has an overdue book with a hold request against it, they will not be able to borrow any more books from the Library until they have returned the overdue book. Vacation borrowing begins on Monday of 8th week; vacation-loan books should be returned by Monday of 1st week the following term.

d) Going 'out of academic residence'

Junior Members of College going 'out of academic residence' for a year or at the end of their course must return all Library books before going down.

4. Special Collections

The Library has extensive and internationally renowned collections of rare books and manuscripts; access to these volumes will be by appointment only and these volumes may be consulted under supervision within the Library. All enquiries about pre-1850 books and manuscripts should be made to the Librarian.

5. Computers

Computers in the Library are provided for locating books, periodicals, and academic resources available within Oxford University. The Library provides wireless connection and desks with power sockets for readers' laptops, as well as photocopying, scanning, and printing facilities. Students may use their own laptops or tablets within the Library.

6. Food and drink

No food or drink may be brought into the Library, except cold water in lidded or sealed containers. There is a water fountain on the premises.

7. Breaches of the rules

For breaches of the rules, the Dean may impose fines and temporary exclusion from the Library. For serious offences, Junior Members may be excluded permanently by the College.

VI: The Middle Common Room and the Junior Common Room

1. The Code of practice

A code of practice governs the relationship between the College and the Junior and Middle Common Rooms, and is required by the 1994 Education Act. As required by law, any College prospectus will include a reference to the right to opt out of membership of the MCR or JCR as detailed under No. 3.

2. The Constitution

The MCR and JCR will each have a written constitution and these constitutions will be reviewed and approved by the College's Governing Body every five years. The College last approved the written constitutions at the Stated General Meeting in June 2018; as a matter of routine, it expects to next approve them at the Stated General Meeting in June 2023. These constitutions may be amended via the MCR and JCR Finances Sub-Committee of the Finance and General Purposes Committee for approval by the College, and no change will be implemented until such approval has been given. In assessing any amendment, the College will be principally concerned with establishing that the proposed change in no way conflicts with any relevant UK legislation, including the Education Act 1994, and that the procedure for proposing and considering a constitutional revision has been followed correctly. Both constitutions can be found on the Dean's pages on the College website at ***http://www.new.ox.ac.uk/deans-handbook***.

3. Membership

Junior Members may opt out of membership of the MCR and JCR on a termly basis by declaring their intention in writing to the Bursar by Friday of 0th week of the relevant term. Opting out will bar a student from making use of any JCR or MCR facility that is funded by the Common Room budget, and for students who pay their own College fees, opting out will also trigger a reduction in Battels. Information on the facilities available to students who have opted out of Common Room membership, and on the size of the rebate, will be given to all Junior Members before the beginning of the academic year.

4. Elections

MCR and JCR officers will be elected by secret ballot in accordance with the relevant constitution. The Dean shall be informed whenever an election is imminent, and on behalf of the Governing Body, the Dean will oversee the election process with a view to establishing that it has been fairly and properly conducted.

5. Finance

a) Financial records

The MCR and JCR Treasurers will keep records of the financial affairs of their Common Rooms. These records will be given to the College Accountant by the end of Trinity Term and will form the basis of a set of accounts that will be audited annually by the College Auditors. The records must include a budget for the following year, as well as a list of the donations that have been made to outside organisations. After auditing, the accounts will be made available both to the Governing Body, via the MCR and JCR Finances Sub-Committee of the Finance and General Purposes Committee, and to all MCR or JCR members via Common Room meetings.

b) Allocation of resources

The procedures for allocating Common Room resources to groups and clubs within the College shall be defined in the MCR and JCR constitutions, and the groups and clubs supported in this way shall be listed in an Appendix to the relevant constitutions.

6. Affiliations

A list of the outside organisations to which the MCR and JCR is affiliated shall be posted on the appropriate notice boards at the beginning of each academic year. The list shall include details of any fees, donations or subscriptions paid in the past year, and a copy shall be sent to the Dean for report to the Governing Body. The current list of these affiliations shall be submitted for approval by the MCR or JCR annually; and the question of continued affiliation to an organisation may be resolved at any other time by secret ballot, provided a request is made by at least 5% of the MCR or JCR membership. If a decision is taken to embark on a new affiliation, then the name of the organisation and the

details of any fee, donation or subscription shall be posted on the appropriate notice board, and a copy shall be sent to the Dean for report to the Governing Body.

7. Complaints procedures

The MCR and JCR constitutions shall define procedures for handling complaints from their members and from those who have opted out of membership. These procedures shall include provision for the Dean to investigate the complaint; complainants may also approach the Dean directly.

8. Liability

a) General liability

It needs to be carefully noted that the MCR and JCR are, in law, unincorporated associations. This means that, in certain circumstances, its officers and committee members may be personally liable for any contracts they sign on behalf of the MCR or JCR, and also in tort if the MCR or JCR is successfully sued.

b) Liability and sports clubs

Sports Clubs are each a subset of the MCR or JCR as an association, and hence the captains and other officers of such clubs may again, in certain circumstances, be personally liable. There may also be criminal liability in the event of any member of College behaving in a reckless manner. Very great care should be taken at all times over health and safety issues, and the relevant sport's national Code of Practice should be followed. The College itself is not responsible for the MCR's and JCR's health and safety in relation to its various sporting activities, nor for the safety of sporting activities undertaken by the MCR and JCR clubs.

VII: The Licence Agreement

The College's LICENCE AGREEMENT, the *Handbook of New College, Oxford*, the terms and conditions of Endsleigh's insurance cover (***www.endsleigh.co.uk/reviewcover***) and the Accommodation Acceptance Form create legally binding obligations between the College and the Student. You are advised to ensure that you understand and accept its contents. This is particularly important for international students, for the licence agreement is governed by English law which may be quite different to the law which applies in their own country.

All references to the College website refer to ***www.new.ox.ac.uk***

Terms used in the licence agreement

Student: The recipient of this agreement.

College: New College of Holywell Street Oxford OX1 3BN, ***gez.wells@new.ox.ac.uk***. In this licence agreement "College" includes all buildings belonging to the College for use as student residences and not just the main College building at the above address.

Accommodation: A College room to be allocated to the Student by the College, and/or the fixtures, fittings and equipment in the Accommodation as listed separately.

Accommodation Acceptance Form: means the form specifying the name of the student, the Accommodation and the Rate signed by the student on or before the commencement of the Licence Period to signify the students' acceptance of the terms and conditions of this Licence Agreement.

College Contents: the fixtures fittings and equipment at the College which are for students' use but which are not allocated to any student's room.

Contents: the Accommodation Contents and the College Contents as listed in the inventory.

Common Parts: any shared facilities such as kitchen, bathroom, common or other rooms allocated to the Accommodation and those

parts of the College's property which are necessary for the purpose of gaining access to the Accommodation.

Full Term: means any one of the full terms of the University of Oxford comprising Michaelmas, Hilary and Trinity Terms.

Licence Period:

Undergraduates (except those below):

Michaelmas Term starting 2pm on the Monday of 0th Week for Freshers and 2pm on the Tuesday of 0th week for Returners, and ending at 10am on the Saturday of 8th Week.

Hilary Term starting at 2pm on the Tuesday of 0th Week, and ending at 10am on the Saturday of 8th Week.

Trinity Term starting at 2pm on the Tuesday of 0th Week, and ending at 10am on the Saturday of 8th Week.

Undergraduates (39 week licence) living in Sacher Building; starting at 2pm on the 4th of October and ending at 10am on the 3rd of July.

Undergraduates (38 week licence) living in New College Lane, Bodicote House, the Garden Rooms and Longwall Street Houses: starting at 2pm on the 4th October and ending at 10am on the 25th of June.

Graduate Students (39 week licence): starting at 2pm on 1st of October and ending at 10am on the 30th of June.

Payment Dates: The Friday of First Week each term. The academic year typically starts on the Sunday of the second week in October.
See the *Handbook* for term dates for the current academic year.

Permitted Use: means use as a study bedroom for occupation by the Student whilst a member of the College; and undertaking full-time course of study.

Rent:

Undergraduate Freshers: 24 week catered Fresher	**£5069.19 per year**
Undergraduates: 24 week catered	**£5578.20 per year**
Undergraduates: 38 week non-catered, New College Lane, Longwall Houses and Garden Suites	**£6167.04 per year**
Undergraduates: 38 week catered Bodicote House	**£7536.84 per year**
Undergraduates: 39 week non-catered, Sacher Building	**£6353.92 per year**
Graduates: 39 week non-catered, Weston Building	**£6353.92 per year**

This sum includes the price of the Services, insurance and evening meal (where applicable), payable in 3 instalments in advance on or before the Payment Dates.

Graduate students who live at Castle Mill will have a contract with the University, and not with the College. A link to the University's Graduate Accommodation Office can be found on the Dean's pages on the College website at ***http://www.new.ox.ac.uk/deans-handbook***.

Rights:

(a) to occupy the Accommodation during the Licence Period;
(b) to use the Contents;
(c) to use the Common Parts;
(d) to use the Services;
(e) to use the College's dining facilities (additional charges apply).

Services:

(a) repair of the College;
(b) lighting and heating of the College;
(c) providing hot and cold running water to the Accommodation and/or Common Parts;
(d) providing an electricity supply to the Accommodation;
(e) disposal of rubbish deposited in proper receptacles;
(f) cleaning of the Accommodation and the Common Parts.

The Licence Agreement

The College agrees to grant and the Student agrees to take a licence of the Accommodation for the Licence Period on the conditions set out in this licence agreement, in the *Handbook* the Accommodation Acceptance Form and the Domestic Arrangements information sheet.

1.0 Student's Obligations

1.1 To pay the Rent to the College on, or in advance of, the Payment Dates.

1.2 To check the Accommodation and Contents as listed on the Room Inventory sheet and then complete and sign the Room Inventory form, found on Sharepoint within 7 days of the start of the Licence Period.

1.3 To sign the Accommodation Acceptance Form on Sharepoint within 7 days of receiving the letter.

1.4 To keep the Accommodation, the Accommodation Contents and (jointly with other students) the College Contents and the Common Parts in a clean and tidy condition and not to damage them.

1.5 At the end of the Licence Period 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/passes/entry cards to the Accommodation.

1.6 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 Student, but otherwise the College will aim to give 3 days' prior notice for planned maintenance work and 24 hours' prior notice for other purposes.

1.7 To comply with all applicable legislation to avoid the Student's actions or negligence having an adverse effect on the College or the University of Oxford or on the owners or occupiers of nearby property.

1.8 To comply with the University of Oxford's Regulations and with the *Handbook* previously made available to the Student and available on the College website.

1.9 To report to the College as directed in the *Handbook* any damage or want of repair at the College or failure of the Services as soon as reasonably practicable and in any event within 24 hours of becoming aware of it.

1.10 To pay to the College all costs reasonably incurred in enforcing the Student's obligations in this licence agreement or arising from a breach of them (including an administration/interest charge of £20 and compound interest at the rate of 5% above the prevailing UK base interest rate for each day payment of Rent is overdue).

1.11 Where damage or loss occurs at the College and it is not possible for the College (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss including a £20 administration fee per student. The Student shall not be required to contribute to loss or damage which in the College's reasonable opinion has been caused by an intruder provided that the Student has complied with their obligations in this licence agreement relating to College security.

1.12 Promptly to send to the College a copy of any communication the Student receives which is likely to affect the College or the Accommodation.

1.13 Not to alter, add to or do anything which may cause damage to the electrical installation or equipment in the College 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 appliance must comply with the College's Electrical Regulations available in the *Handbook*. The Student must within 3 days of request either provide a safety certificate for, or remove from the Accommodation, any appliance which in the College's reasonable opinion, is unsafe otherwise the College may remove it without further notice to the Student, charge any storage costs to the Student, and return it to the Student at the end of the Licence Period.

1.14 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. Not to leave the College main gate unlocked after hours, or any of the secured entrances at any time.

1.15 To comply with the University of Oxford's environmental policy which can be found at ***http://www.new.ox.ac.uk/deans-handbook*** 'University of Oxford Environmental Sustainability Policy', and in particular (a) to take reasonable steps to avoid wasting fuel (e.g. by turning off lights and electrical equipment when not in use) or water and (b) participate in any waste recycling schemes operated by the College or by others.

1.16 Not to put anything harmful, or which is likely to cause blockage, in any pipes or drains.

1.17 Not to remove from, affix to, change, damage or attempt to repair the structure or decorative finish of any part of the College or the Contents.

1.18 Not to bring additional furniture (including items such as fridges and cookers) into the College without the Home Bursar's prior written consent.

1.19 Not to use the Accommodation for any other purpose other than as a study bedroom.

1.20 Not to share the Accommodation or sub-let it or transfer occupancy to any person. Occasional overnight visitors are allowed, in guest rooms, on the conditions set out in the College's Information and Regulations.

1.21 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others.

1.22 Not to add to or change the telephone or internet services to the Accommodation without the College's prior written consent and not to add to or change the information technology services installation or supply in the Accommodation.

1.23 Not to bring into the College any animal unless it is an aid for a person with a disability. The Student is requested to notify the College in advance if an assistance animal is needed at College, as adjustments may need to be made to accommodate it. Students will be responsible for the proper care and control of assistance animals and any damage or nuisance which an animal causes.

1.24 Not to keep any vehicle or vehicle parts in any part of College other than (a) bicycles in the designated cycle bays; or (b) mobility assistance vehicles and not to ride or drive any vehicle in College unless it is a mobility assistance vehicle. Users of mobility assistance vehicles are requested to contact the College in advance as the College may need to make reasonable adjustments to accommodate it (without imposing any obligation on the College if the vehicle cannot reasonably be accommodated).

1.25 Not to cause any obstruction of the Common Parts.

1.26 Where the Student becomes aware of damage to the College caused by an intruder, to report the incident to the College's Porters' Lodge immediately or as soon as reasonably practicable.

2.0 College's Obligations

2.1 To provide the Services, subject to the *Handbook* which include reporting procedures and response times for repairs, details of arrangements for refuse collection and expected clearance times for ice, snow and leaves from College grounds.

2.2 Except in the case of an emergency, for disrepair reported by the Student (or other matter preventing the Accommodation from being used) and for cleaning on designated days to give the Student at least 3 days' notice prior to entering the Accommodation during term-time.

2.3 Not to interrupt the Student's occupation of the Accommodation more than is reasonably necessary.

2.4 Not to disclose personal information obtained from the Student except as permitted by clause 3.2 of this licence agreement or where there is serious risk of harm to the Student to others or the College's property.

2.5 To make available to the Student for inspection by prior arrangement the College's:

(a) Portable Appliance Testing (PAT) policy (contained in the electrical regulations in the *Handbook*);

(b) Fault reporting and emergency procedures for use of the College laundry;

(c) The Universities UK Code of Practice for the Management of Student Housing ***http://www.new.ox.ac.uk/deans-handbook***, 'Universities UK Code of Practice on Student Accommodation';

(d) The College's service level statement on reporting and rectification of building defects. This can be found at: ***http://www.new.ox.ac.uk/deans-handbook***, 'New College Service Level Agreement'.

2.6 To give a receipt for any of the Student's property which is confiscated under the terms of this licence agreement.

2.7 To ensure security staff are clearly identified, and that any staff or contractors requiring access to the Accommodation carries and allows the Student to inspect appropriate identification documents.

2.8 Maintain any kitchen facilities in the College Common Parts in good order and repair, and keep any equipment there in proper working order.

2.9 To ensure clear and appropriate instructions for use are given for any equipment which the Student needs to operate in the College.

3.0 Other conditions

3.1 The Student is responsible for the conduct of any invited visitor(s).

3.2 The Student hereby authorises the College to use their personal data for all lawful purposes in connection with this licence agreement (including debt recovery, crime prevention, the College's block insurance policy with Endsleigh, and all matters arising from the Student's membership of the College and the University of Oxford).

3.3 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 licence agreement and personal belongings left at the College are at the Student's own risk. Although the Student's personal belongings (up to a maximum value of £10,000 in total) are insured under the College's block insurance policy with Endsleigh (see ***www.endsleigh.co.uk/reviewcover***) that insurance is subject to the conditions, exclusions, limitations, and excesses of the policy. "Top-up" insurance cover is available direct from Endsleigh, and details of how to arrange this are given on the Endsleigh website. The New College policy number is HH1127.

3.4 The College is not liable to repair any damage caused by the Student unless the cost is met by insurance or by the Student (any excess on the policy being payable by the Student). This clause shall not apply where the College has an overriding statutory obligation to make the College safe.

3.5 The College may temporarily suspend use of the Common Parts if they are not kept in a clean and tidy condition by the students using them.

3.6 This licence agreement does not affect the disciplinary powers of New College, Oxford or of the University of Oxford, as found in the *Handbook* and at ***http://www.new.ox.ac.uk/deans-handbook***, 'University of Oxford Statutes'.

3.7 The College is entitled, at the Student's expense, to remove from the Accommodation or the Common Parts any article which constitutes an obstruction or a fire or health or safety risk but (unless perishable) will if requested return it to the Student on the termination of this licence agreement. The College is entitled to remove any item left in College by the Student at the end of the Licence Period and shall not be obliged to return it to the Student.

3.8 This licence agreement is a student licence under paragraph 8 of Schedule 1 to the Housing Act 1988 (and will operate as a licence where the Accommodation is designated for sharing, and is shared, with another student).

3.9 Notices under this licence agreement must be in writing (which includes email) and the College's address for service is given on the first page of this licence agreement.

3.10 This licence agreement is not intended to confer any benefit to anyone who is not party to it.

3.11 This licence agreement and the policies referred to in it (together with the *Handbook of New College, Oxford*, the terms and conditions of Endsleigh's insurance cover and the Accommodation Acceptance Form) contains all the terms agreed to by the College and the Student at the time it comes into effect and any variation to the terms will only be effective if agreed between the Student and the College's Home Bursar. The College will confirm any agreed variation to the Student in writing at the time the variation is made.

4.0 Termination of this Licence agreement

4.1 Unless the Student has made arrangements with the College for late arrival this licence agreement will automatically terminate if the Student has not taken up residence by the end of first week of the licence, but the Student will be liable for the Rent until the room is re-let or until the end of the licence period, whichever is earlier.

4.2 The College may terminate this licence agreement at any time by serving notice on the Student if:

(a) Any payment is overdue by 21 days or more; or

(b) The Student is in serious or persistent breach of any of the Student's obligations; or

(c) The Student does not have status as a member of the College or of the University of Oxford;

(d) In the reasonable opinion of the College the health or behaviour of the Student constitutes a serious risk to him/herself or others or the College's or other people's property.

4.3 The Student may only terminate this licence agreement in accordance with this clause, and will remain liable for the Rent until:

(a) the Student has given notice to the College's Home Bursar that they wish to leave; and

(b) the Student makes payment for, or puts right, to the College's reasonable satisfaction any breach of the Student's obligations in this licence agreement; and

(c) a replacement Student or College member who is reasonably satisfactory to the College as a tenant and who is not already a tenant of the College enters into a licence agreement with

the College (the College will assist the Student in finding a replacement, but does not guarantee it will be able to find one); and

(d) the Student pays a fee (of £50 where the College or Student finds a replacement student) towards the College's costs of administration and cleaning the Accommodation.

Conditions (b) to (d) in this clause shall not apply if the Student is able to show that the reason for termination is a serious or persistent breach of the College's obligations in this licence agreement. For the avoidance of doubt, the College will make vacated rooms available to other students for room transfers, but room swaps will not be treated as replacements and refunds of Rent will only be given where the void in the College caused by the Student's early departure has been filled and there is no loss to the College. The College shall be entitled to fill any rooms which are already vacant before allocating people on its waiting list to the Accommodation.

4.4 (a) If this licence agreement is terminated early by either the College or the Student the College will refund a fair proportion of pre-paid Rent (after making any proper deductions to cover its losses) as soon as possible after the termination becomes effective but pre-paid Rent will only be refunded for the period where the void in the Residence caused by the Student's early departure has been filled, and there is no loss to the College.

(b) If this licence agreement is terminated early the College will refund to the Student a fair proportion of pre-paid Rent as soon as possible after the termination becomes effective but if the College terminates under clause 4.2 pre-paid Rent will only be refunded for the period for which the College is able to, and after it has, re-let the Accommodation.

4.5 (a) The College reserves the right to relocate the Student to comparable alternative accommodation during the Period of Residence where it is reasonable to do so but unless the reason for relocation is because the Student is in breach of one or more of their obligations in this licence agreement the Student will have the right to terminate this licence agreement (without having to comply with the conditions in clause 4.3) as an alternative to relocating.

(b) Where the College relocates the Student because the Student is in breach of one or more of their obligations in this licence agreement [or where the relocation is made at the Student's request] the Student shall pay the College an administration fee of £50.

4.6 The College's acceptance of the keys at any time shall not in itself be effective to terminate this licence agreement while any part of the Period of Residence remains unexpired.

5.0 Shared Room Contracts

5.1 Where the Accommodation is designated for occupancy by more than one person, this clause 5 applies but not otherwise.

5.2 Each occupier will have a separate agreement with the College on substantially the same terms.

5.3 This agreement takes effect as a licence to occupy. References to "licence agreement" and "rent" shall be read as references to "licence fee".

5.4 Where damage or loss occurs at the Accommodation and it is not possible for the College (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss including a proportion of the £20 administration fee.

5.5 If the Student becomes the sole occupier of the accommodation, the College may require the Student to move to a room designated for single occupancy. Unless the College requires a sole occupier to move to a single room, then the Student may remain alone in the Accommodation but in these circumstances the Student will be charged the standard single room rent until such time as double occupancy is resumed.

5.6 The College may introduce a second student to the Accommodation if it is in single occupancy and will use reasonable endeavours to give reasonable notice to the Student in occupation of its intention to do so. Rent will revert to the rate for a shared room when a second student begins occupation. Clause 4.3 applies to students wishing to leave shared accommodation, but refunds of Rent will only be given to Students who have left a shared room when a replacement sharing student begins occupation.

5.7 The College shall not be obliged to relocate either Student in the event that sharing students do not get on with each other, but will treat transfer requests sympathetically in such circumstances. Students in shared rooms have the same rights to terminate their licence agreements as students in single rooms.

5.8 Students in shared rooms will show the utmost respect for the other occupier of the Accommodation and for their belongings. The rights of the sharing students are equal and neither has precedence or preference over the other.

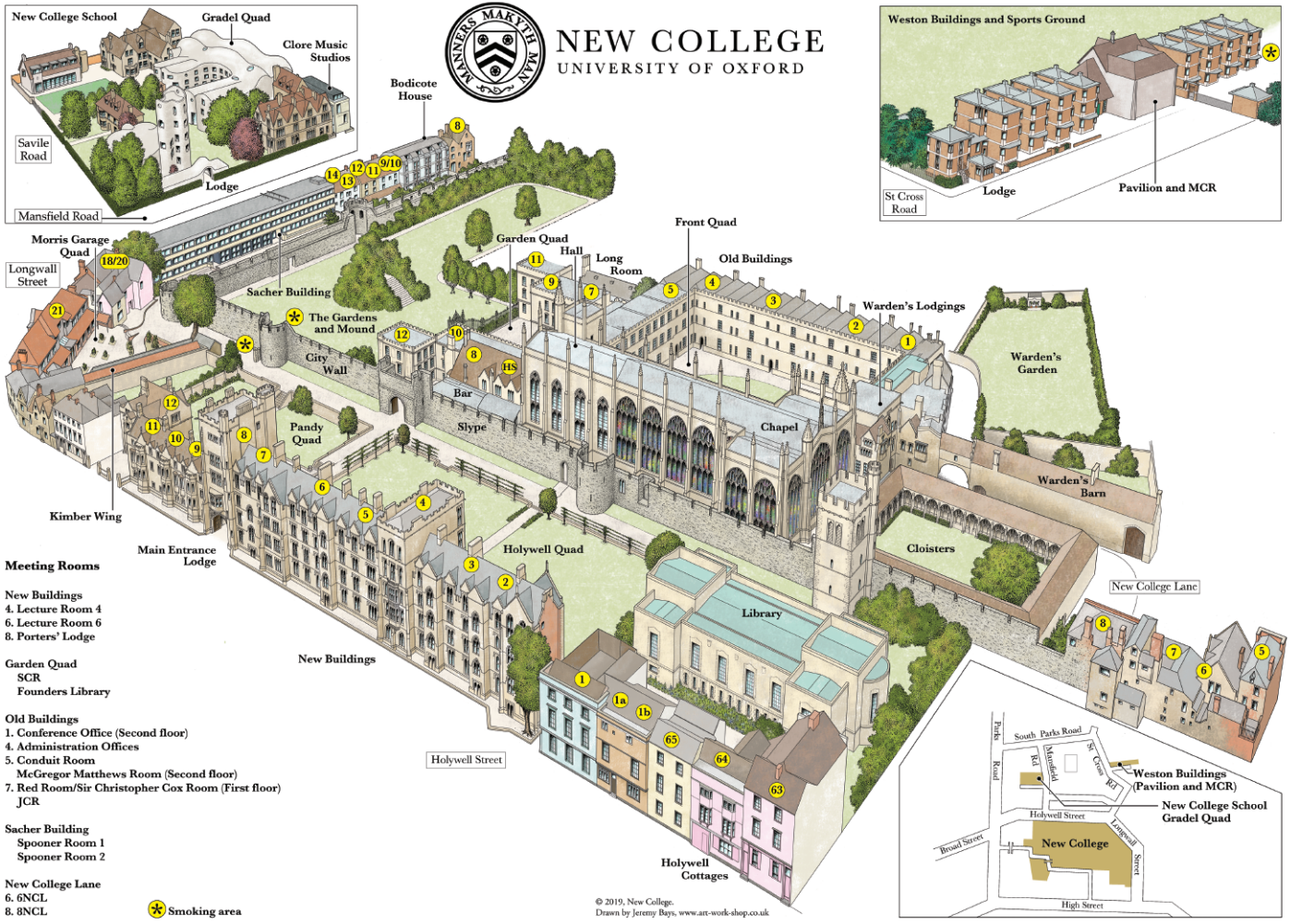
VIII: College Administration Hours

Junior Members may normally consult College staff on weekdays at the following times; entry in to offices without a pre-arranged appointment time is strictly prohibited.

Dean's Office:	9.00am to 12.30pm and 2.00pm to 5.00pm Tel: 279552; Email: jacqui.julier@new.ox.ac.uk
Bursary:	9.30am to 12.30pm and 2.30pm to 3.30pm Tel: 279595; Email: student.finance@new.ox.ac.uk
Tuition Office:	9.30am to 12.30pm and 1.00pm to 5.00pm Tel: 279596; Email: tuition@new.ox.ac.uk
Home Bursary:	8.45am to 12.30pm and 2.00pm to 4.00pm Tel: 279562; Email: emily.meeson@new.ox.ac.uk

Senior Members of the College are always available by appointment.

NCI 1230: New College, Oxford by Edmund Hort, 1907 (engraving)



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