report of the Appeal Panel's decision will also be sent to Council. Following notification to the Council, a report will also be sent to the Senate. Any dismissed member(s) of Staff shall remain anonymous in any report to Council or Senate and in the minutes of meetings at which such reports are considered.

Part VI – Constitution of Panels

3.22.40 Any Panel or Appeal Panel convened under Parts IV or V of this Ordinance, shall be appointed by the Pro Chancellor on a case by case basis in accordance with the following rules:

3.22.40 (a) subject to sub-clause 3.22.40 (d) below, each Panel shall consist of three persons;

3.22.40 (b) at least one member of the Panel shall be a lay member of the Council or an Emeritus Professor and at least one shall be a member of Academic Staff (from a different School (or equivalent) from the appellant) drawn from a list agreed from time to time by the Senate of the University. The third member of the Panel, who will be its chair, shall be medically qualified and jointly agreed by the Council and the member of Staff concerned (or his/her representative). In default of agreement between the Council and the member of Staff on the medically qualified chair, the chair of the Panel shall be as nominated by the President of the Royal College of Physicians;

3.22.40 (c) no Panel member shall have had any previous direct or active involvement in the process, or any conflict of interest in the matter;

3.22.40 (d) where the Panel is dealing with a member of Staff falling within Statute 14, Clause 19(1) then a representative of a National Health Service or other relevant body may be appointed to the Panel. Where this occurs the Panel may consist of more than three members, but shall not exceed five persons; and

3.22.40 (e) the Panel shall be advised by the Director of Human Resources or a senior nominee with a personnel qualification or an experienced personnel practitioner.

3.23 Fixed-Term Contracts

Part I – Application and Scope

3.23.1 This Ordinance applies to members of Staff:

3.23.1 (a) as defined by Statute 14, Clause 2(1) (other than the Vice Chancellor); and

3.23.1 (b) who are employed under a fixed-term contract as defined in paragraph 2 of this Ordinance.

3.23.2 For the purposes of this Ordinance, a fixed-term contract is a contract which is not of indefinite duration and which contains provision for the

contract to terminate either:

3.23.2 (a) on a specified date or by virtue of the expiry of a fixed-term: or

3.23.2 (b) on the performance of a specific task; or

3.23.2 (c) on the occurrence of a specified event (other than the attainment of the member of Staff of the contractual retirement age) or the failure of a specified event to occur.

3.23.3 This Ordinance shall not apply to the removal from office as Pro-Vice Chancellor, Deputy Pro-Vice-Chancellor, Head of School, or such other Academic Officer as designated by the Council to which a member of Staff has been elected or appointed and which is distinct from that individual's substantive post.

Part II – General Principles

3.23.4 This Ordinance shall be applied and construed in every case to give effect to the guiding principles set out in Statute 14, Clause 1(1).

3.23.5 The Vice-Chancellor:

3.23.5 (a) may, pursuant to Statute 14, Clause 16(1) designate any other person or persons as the “Appropriate Person” to deal with the provisions of Part III or IV of this Ordinance on his/her behalf; and/or

3.23.5 (b) shall make arrangements for a person or persons to carry out on behalf of the University, as required from time to time, consultation in accordance with and to the extent required by section 188 Trade Union and Labour Relations (Consolidation) Act 1992 ("TULRCA") or any legislation which may replace that Act. This includes consultation at the earliest opportunity with the Staff concerned and, where appropriate, with the recognised trade union, namely the University and College Union, or any successor to it.

Part III - Notification to Vice Chancellor or Vice-Chancellor's Nominee

3.23.6 Prior to the expiry of the fixed-term contract (ie allowing sufficient time for consultation under paragraph 5(ii) above and up to paragraph 13 below to be completed and contractual notice to be issued before the expiry of the fixed term), the Vice-Chancellor or the Appropriate Person designated by the Vice-Chancellor under paragraph 5(i) above shall be notified in writing (by the Head of School (or nominee) of the member of Staff concerned):

3.23.6 (a) of the expected date of termination of the fixed-term contract;

3.23.6 (b) whether it is proposed that the contract should be renewed or extended or a contract of indefinite duration should be offered to the member of Staff concerned;

3.23.6 (c) of the reasons for that proposal; and

3.23.6 (d) if it is proposed not to renew the contract, the attempts which have been made to redeploy the member of Staff into another post.

3.23.7 Save where arrangements have already been made for consultation under paragraph 5(ii) above (in which case the steps required under this paragraph will be taken under those arrangements), the Appropriate Person shall designate a person or persons who shall conduct such consultation on the University's behalf. Such person or persons shall report in writing to the Appropriate Person on the steps taken to discharge that obligation and the outcome of that consultation before the Appropriate Person shall proceed further.

Part IV – Meetings and Decision

3.23.8 Following receipt by the Appropriate Person of the notification referred to in paragraph 6 above, and (where applicable) the report under paragraph 7 above, the Appropriate Person will write to the member of Staff concerned to inform him/her of the action which it is proposed shall be taken on the expiry of the fixed-term contract and the reasons for it. The member of Staff will be invited to attend at least one meeting to discuss the proposed action before a decision is taken. At this meeting, consideration will be given to opportunities to redeploy the member of Staff to suitable alternative employment in the University.

3.23.9 The meeting(s) referred to in paragraph 8 will take place before the expiry of the fixed-term contract. The member of Staff will have the rights to be present and to be represented at the meeting referred to in paragraph 8 by a member of Staff or trade union representative of his/her choice and accompanied by a friend who shall be a member of Staff and who shall take no part in the proceedings.

3.23.9 (a) If the member of Staff or his or her representative is not available at the time proposed, the meeting shall be postponed to another reasonable time at which both are available being normally not later than 14 calendar days after the date first proposed for the meeting.

3.23.9 (b) The representative attending the meeting with the member of Staff may speak on the member of Staff's behalf, but may not, except with the permission of the Appropriate Person, answer questions (relating to the issues in dispute) on the member of Staff's behalf.

3.23.9 (c) If the member of Staff fails to attend the meeting without a valid reason, or is prevented from attending for such a long period of time that the delay involved would be unreasonable in all the circumstances, the Appropriate Person shall have power to proceed with or continue the meeting in the absence of the member of Staff. If the member of Staff is not present at the meeting, he or she shall have the right to be represented at the meeting.

3.23.10 The Appropriate Person will be accompanied by the Director of Human Resources or a senior nominee with a personnel qualification or an experienced personnel practitioner. The member of Staff shall be informed who is to attend the meeting(s) and may suggest others whose attendance

might assist the Appropriate Person in reaching a decision.

3.23.11 Following the meeting or meetings, and after consideration of any oral or written representations made by the member of Staff, the Appropriate Person shall determine whether the employment should terminate, or whether the contract should be renewed or extended, or whether a contract of indefinite duration should be offered, or whether alternative employment should be offered to the member of Staff concerned.

3.23.12 A decision under paragraph 11 not to renew or extend or offer a contract of indefinite duration shall only be taken for one or more of the reasons specified in Statute 14, Clause 16(2).

3.23.13 The Appropriate Person shall write to the member of Staff to inform him or her of the decision taken under paragraph 11 above and the reasons for it. If the decision under paragraph 11 is that the contract be terminated on the expected date of termination of the fixed term contract (ie that the contract be not renewed or extended), the member of Staff shall be notified of his/her right to appeal against the decision under Part V of this Ordinance and shall be given a copy of this Ordinance.

Part V - Appeal

3.23.14 A member of Staff who wishes to appeal against the decision under Part IV of this Ordinance shall do so in writing to the Registrar and Secretary within 28 calendar days of receipt of the written notice of the decision under paragraph 13 above. The member of Staff should set out the grounds of his/her appeal.

3.23.15 The appeal will be heard by a Panel (the "Appeal Panel") constituted in accordance with clause 3.23.16 below.

3.23.16 Any Appeal Panel convened under this Part shall be appointed by the Pro Chancellor on a case by case basis in accordance with the following rules:

3.23.16 (a) subject to sub-clause 3.23.16 (d) below, each Appeal Panel shall consist of three persons;

3.23.16 (b) at least one member of the Appeal Panel but no more than two shall be a lay member of the Council or an Emeritus Professor and at least one shall be a member of Academic Staff (from a different School (or equivalent) from the appellant) drawn from a list agreed from time to time by the Senate of the University;

3.23.16 (c) no Appeal Panel member shall have had any previous direct or active involvement in the process, or any conflict of interest in the matter;

3.23.16 (d) where the Appeal Panel is dealing with a member of Staff falling within Statute 14, Clause 19(1) then a representative of a National Health Service or other relevant body may be appointed to the Appeal Panel. Where this occurs the Appeal Panel may consist of more than three members, but shall not exceed five persons; and

3.23.16 (e) the Appeal Panel shall be advised by the Director (or a Deputy or Assistant Director) of Human Resources.

3.23.17 The Pro Chancellor or nominee shall determine who shall chair the Appeal Panel.

3.23.18 The Registrar and Secretary or his/her nominee will write to the member of Staff at least 21 calendar days in advance of the Appeal Hearing:

3.23.18 (a) naming the members of the Appeal Panel and the adviser appointed under sub-clause 3.23.16 (e) above;

3.23.18 (b) inviting the member of Staff to an appeal hearing (the "Appeal Hearing") and giving the member of Staff at least 21 calendar days notice of the Appeal Hearing;

3.23.18 (c) reminding the member of Staff that s/he has an inherent right to challenge the membership of the Panel on the grounds of conflict of interest; and

3.23.18 (d) informing the member of Staff of his/her right to be represented or assisted under paragraph 20 below.

3.23.19 The Registrar and Secretary or his/her nominee shall also name in this letter (referred to in paragraph 18) the person who will be presenting the reason for the decision under Part IV. This person may be legally qualified.

3.23.20 The member of Staff will have the rights to be present and to be represented at the Appeal Hearing referred to in paragraph 18 by a member of Staff or trade union representative of his/her choice and to be accompanied by a friend who shall be a member of Staff and who shall take no part in the proceedings.

3.23.20 (a) If the member of Staff or his or her representative is not available at the time proposed, the Appeal Hearing shall be postponed to another reasonable time at which both are available being normally not later than 14 calendar days after the date first proposed for the Appeal Hearing.

3.23.20 (b) The representative attending the Appeal Hearing with the member of Staff may speak on the member of Staff's behalf, but may not, except with the permission of the Appropriate Person, answer questions (relating to the issues in dispute) on the member of Staff's behalf.

3.23.20 (c) If the member of Staff fails to attend the Appeal Hearing without a valid reason, or is prevented from attending for such a long period of time that the delay involved would be unreasonable in all the circumstances, the Appeal Panel shall have power to proceed with or continue the Appeal Hearing in the absence of the member of Staff. If the member of Staff is not present at the Appeal Hearing, he or she shall have the right to be represented at the Appeal Hearing.

3.23.21 Subject to clause 3.23.20 above it shall be for the Appeal Panel in its

discretion to determine, in consultation with the adviser appointed under sub-clause 3.23.16 (e) above, the procedure to be followed in preparation for and at the Appeal Hearing which may include without limitation:

3.23.21 (a) a right to call for additional documents;

3.23.21 (b) determining the extent to which witnesses may be called; and

3.23.21 (c) deciding whether it would be appropriate to adjourn or postpone the Appeal Hearing.

The Appeal Hearing will be held in private and the normal rules of evidence or procedure applicable in a court of law need not apply. The member of Staff shall have the right to see, question and challenge at the Appeal Hearing any witnesses and any new evidence which may be produced. The member of Staff will be informed before the Appeal Hearing of the procedure the Appeal Panel has decided to adopt as outlined above.

3.23.22 The member of Staff shall indicate to the Appeal Panel whether or not s/he wishes to attend the Appeal Hearing in person. If s/he wishes to attend, s/he shall take all reasonable steps to attend the Appeal Hearing and/or any Appeal Hearing reconvened following adjournment or postponement.

3.23.23 The Appeal Panel shall consider whether the reasons advanced in support of the decision under Part IV are reasonable and supportable and shall be entitled to:

3.23.23 (a) confirm the decision under Part IV;

3.23.23 (b) revoke the decision including reinstating the member of Staff with no loss of service; or

3.23.23 (c) remit the decision to be considered further by such person or persons and to such extent as the Appeal Panel shall specify.

3.23.24 The Appeal Panel will make its decision and provide the member of Staff with its reasoned decision in writing, normally not more than 14 calendar days after the conclusion of the Appeal Hearing.

3.23.25 The decision of the Appeal Panel shall be final unless it falls within clause 3.23.23(iii) and the Appeal Panel decides that it shall not be final.

3.23.26 A report of the Appeal Panel's decision will also be sent to the Council. Any dismissed member(s) of Staff shall remain anonymous in any report to Council or Senate and in the minutes of meetings at which such reports are considered.

3.24 Probation

The procedure to be followed under Statute 14, Clause 17 where the University has appointed a member of Staff subject to review after a period of probationary service shall be as follows: