

# **UCEM Terms and Conditions of Contract**

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Applicable to: Non-apprenticeship  
students

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## 1. Defined Terms

1.1 In these terms and conditions the following definitions are used:

“Contract” is defined at clause 2.2.

“Contract Commencement Date” means the date You first register for Your Programme via Our online portal.

“Fee Schedule” means the summary of Tuition Fees required for all modules in Your Programme. This is provided with Your Offer.

“Intermediate Exit Award” means an award that requires fewer credits than the final award for Your Programme.

“Interrupt Your Studies” on a module means starting a module (i.e. You have registered and the module commencement date has passed) and UCEM approves Your request to not to complete the study of that module during that semester. *UCEM reserves the right to make the final decision on whether to approve a request to interrupt a module approval will normally be given if You request to interrupt by the deadline*

“IPR” means Intellectual Property Rights.

“Module fee” means the fee due for the first attempt of a module You register on.

“Offer” means Our offer to You of a place on the Programme.

“Programme” means the programme which You are studying with UCEM.

“Programme Materials” means all learning resources required for successful completion of a module.

“Regulations” means the Academic and Programme Regulations relevant to Your Programme with UCEM.

“Resubmission” means resubmitting an assessment as a second attempt after having previously failed the module or after a Retake as a fourth attempt having failed the Retake (see the “Number of attempts” and “Resubmission” sections of the Regulations for further detail).

“Retake” means joining the next delivery of a module after having previously failed the module (see the “Number of attempts” and “Retakes” sections of the Regulations for further detail).

“Tuition Fees” means the Module fees for all modules on Your Programme and any additional fees incurred as set out in clause 8. Tuition Fees cover Your access to and use of the VLE, Programme materials (including the e-Library) and tuition in accordance with the Programme specification.

“UCEM” means University College of Estate Management.

“VLE” means UCEM’s Virtual Learning Environment.

“We”, “Us” and “Our” means UCEM.

“You”/ “Your” means the student/ the student’s.

## 2. The Contract

2.1 This document sets out the terms and conditions which form a part of the Contract between You and UCEM for You to study with UCEM. It is an important document which describes legal rights and responsibilities.

- 2.2 The Contract is made up of the following documents:
- 2.2.1 These terms and conditions
  - 2.2.2 The [Regulations \(opens new window\)](#) (which are published on the UCEM website)
  - 2.2.3 Your [Programme specification \(opens new window\)](#) (which is available on the UCEM website and was provided with Your Offer)
  - 2.2.4 The [Module descriptors \(opens new window\)](#) (available on the UCEM website) relevant to Your Programme
  - 2.2.5 Your Fee Schedule (which was provided with Your Offer)
  - 2.2.6 The [Student Protection Plan \(opens new window\)](#) (which is included as Annex 1 to this document.)
  - 2.2.7 The [Refund and Compensation Policy \(opens new window\)](#) (which is included as Annex 2).
  - 2.2.8 The [Student Complaints Procedure \(opens new window\)](#), extracts of which as at the time of drafting this document are included as Annex 3.
  - 2.2.9 The [UCEM Code of Practice \(opens new window\)](#), which is included as Annex 4.
  - 2.2.10 The [VLE Terms of Use \(opens new window\)](#), which is included as Annex 5.
- 2.3 By entering into the Contract You agree to comply with all of the above documents. They are also important documents describing legal rights and responsibilities.
- 2.4 The Contract is formed when You accept the Offer by registering on the Programme for the first time.
- 2.5 Once You have registered, UCEM will send You an email to confirm that You have accepted the Offer and have entered into the Contract with UCEM.
- 2.6 The Contract will end if:
- 2.6.1 You fail to complete Your studies within the maximum period of registration for Your Programme, as set out in the Regulations;
  - 2.6.2 You exhaust the permitted number of attempts at a module (normally four: a first sit and a Retake and in both instances You may have a Resubmission - see the "Number of attempts" section of the Regulations) and You are not permitted to continue study to achieve an Intermediate Exit Award (see the "Number of attempts" section of the Regulations);
  - 2.6.3 You complete the Programme. The typical duration of Your Programme can be found in Your Programme specification. There is also a time limit within which You must complete Your Programme (see the "Maximum Period of Registration" section of the Regulations).
  - 2.6.4 UCEM exercises Our right to cancel the Contract early if You breach it (see clause 15)
  - 2.6.5 You exercise Your right to cancel the Contract (see clause 16).

### 3. **General**

- 3.1 The Contract is between You and UCEM. No one else has any right to enforce any of its terms.

- 3.2 If UCEM delays in taking any step against You in respect of Your breaking the Contract, that will not mean that You do not have to act as the Contract requires, and it will not prevent Us taking steps against You at a later date.
- 3.3 If any of the terms of the Contract are found by a court or any other relevant authority to be unlawful or unenforceable, the remaining terms of the Contract will remain in full force and effect. Each of the terms of the Contract operates separately.
- 3.4 The Contract is governed by English law and You or UCEM can bring legal proceedings in respect of the Contract in the English courts only.

#### **4. Equality, Diversity And Additional Needs**

- 4.1 UCEM is committed to promoting equal opportunities for all students and will comply with the UCEM Code of Practice chapters on Neurodiversity, Disability and Wellbeing and on Equality and Diversity (see Annex 4).
- 4.2 You must co-operate with UCEM in promoting equal opportunities and avoiding unlawful discrimination.

#### **5. UCEM's Core Obligations To You**

- 5.1 UCEM will provide You with the teaching, assessment and other educational services as set out in Your Programme specification and Module descriptors and in compliance with the detailed provisions in the Regulations. Your Programme specification includes award details, programme aims and structure, programme learning outcomes, and accreditation details.
- 5.2 Your Programme will be delivered by supported online learning via the VLE and in accordance with the VLE Terms of Use (see Annex 5).
- 5.3 UCEM will make its pastoral support, advice and guidance services available to You. Support services are an important element of the service universities provide to help their students achieve successful outcomes.
- 5.4 UCEM will award one or more certificates, diplomas or degrees as applicable to You if You meet the academic requirements for the completion of the Programme, as laid out in the Regulations, provided that You have paid the Tuition Fees.

#### **6. UCEM's Right To Vary Or Close/Discontinue The Programme**

- 6.1 UCEM has the right to amend the Programme materially (e.g. by changing, suspending or discontinuing any module) only in order to:
  - 6.1.1 comply with external professional, accrediting and/or regulatory body requirements, changes in the law or any Court ruling;
  - 6.1.2 ensure the curriculum and/or mode of delivery or assessment remains current and relevant to intended learning outcomes and/or standards of any relevant professional, accrediting and/or regulatory bodies and/or employer requirements;
  - 6.1.3 implement external examiner feedback;
  - 6.1.4 implement annual monitoring (the process of module and programme review which looks at areas of good practice and areas for improvement) or periodic review (a more in-depth review usually every 5 years), as set out in the UCEM Code of Practice chapter on Programme Planning, Monitoring and Evaluation (see Annex 4); and/or
  - 6.1.5 preserve the student experience where there are less than ten students eligible to register on a module.

- 6.2 UCEM has the right to close/discontinue or suspend a Programme only where:
- 6.2.1 the Academic Board has approved closure on academic grounds, for example because of: academic circumstances, such as currency of the curriculum or annual monitoring or periodic programme review, and in the reasonable opinion of the Academic Board this is in the interests of students and UCEM generally; or
  - 6.2.2 the Principal has agreed in consultation with the Executive that due to financial viability, or due to resource availability, the Programme should be closed and in the reasonable opinion of the Executive this is in the interests of students and UCEM generally. Where the decision is made to close or suspend recruitment to a programme UCEM would signpost applicants and applicants in receipt of offers to other suitable programmes.
- 6.3 Any module or programme changes, closures or suspension will only be made in compliance with the requirements of the UCEM Code of Practice chapter on Programme Planning, Monitoring and Evaluation (see Annex 4), the Student Protection Plan and the Regulations.
- 6.4 The UCEM Student Protection Plan (see Annex 1) sets out the measures UCEM has in place to protect Your interests in the event of Programme changes or closures.
- 6.5 The UCEM Refund and Compensation Policy (see Annex 2) explains in what circumstances Programme changes or closure could lead to a refund or compensation.
- 6.6 This clause applies to the delivery of the Programme to You. Nothing in this clause 6 requires UCEM to continue to offer a programme in any particular form or at all to new students.

## 7. **Interruption of Studies And Transfer Of Your Studies**

- 7.1 UCEM may require You to Interrupt Your Studies on a module or modules if this is reasonably considered necessary for Your or another's wellbeing, in line with the UCEM [Fitness to Study Procedure \(opens new window\)](#).
- 7.2 If You wish to transfer between higher education programmes at UCEM or between higher education providers, the "Changing your programme" section of the Regulations and/or the [UCEM Student Transfer Policy \(opens new window\)](#) will apply.
- 7.3 If You wish to switch a module within Your Programme, the "Registration" section of the Regulations will apply. Changing Your modules once You have commenced them is not an automatic right and is at the discretion of UCEM (see the "Registration" section of the Regulations).
- 7.4 If You wish to Interrupt Your Studies on a module or modules, the "Interruption of Study" section of the Regulations will apply.

## 8. **Your Obligation To Pay Tuition Fees**

- 8.1 You agree to pay the Tuition Fees set out in the Fee Schedule.
- 8.2 Even if a sponsor agrees to pay the Tuition Fees on Your behalf, You remain ultimately personally liable for Your Tuition Fees to UCEM. If Your sponsor does not pay all or any part of the Tuition Fees then We will require You to pay them Yourself.
- 8.3 Even if you plan to use Student Finance to pay the Tuition Fees, You remain ultimately personally liable for Your Tuition Fees to UCEM. If Your Student Loan does not cover all or part of the Tuition Fees then We will require You to pay them Yourself.
- 8.4 Tuition Fees are quoted and payable in pounds sterling (GBP) only.

8.5 Tuition Fees must be paid in the amounts and within the timescales outlined in Your Fee Schedule (which was provided with Your Offer).

8.6 Tuition Fees are only refundable in line with the UCEM Refund and Compensation Policy (see Annex 2).

**Module fee**

8.7 The Module fee will remain the same as set out in Your Fee Schedule for the duration of Your Programme. Additional fees may fall due under sub-clauses 8.7-8.8.

**Additional fees**

8.8 Additional fees, beyond the Module fee for Your first attempt at a module outlined in the Fee schedule, may be payable if:

8.8.1 You decide to switch a module You are studying;

8.8.2 You are required to Retake a module; or

8.8.3 You Interrupt Your Studies on a module.

8.9 The additional fees will be as follows:

8.9.1 If, after You have started a module, You decide to switch to study a different module in the same semester, the Module fee for the original module that You have paid can be transferred to the new module. You will be charged an administrative fee of £50.

8.9.2 You will not be charged for a Resubmission.

8.9.3 If You fail and are required to Retake a module You will be charged the full Module fee again.

8.9.4 If you Interrupt Your Studies on a module no refund will be due. If you return to study that module at the first available opportunity provided by UCEM, you will be charged 50% of the module fee when you return to study the module.

8.9.5 If you Interrupt Your Studies on a module and do not return to study that module at the first available opportunity provided by UCEM You will be charged the full Module fee again when You return to study the module.

**9. What UCEM May Do If You fail To Pay Your Tuition Fees**

9.1 If Your Tuition Fees are not paid to UCEM within 7 days of when they fall due under the Fee Schedule, or the agreed Payment Plan, We will contact You to request You pay this debt within 7 days (+14 days from the original due date).

9.2 If the outstanding amount is not paid by that time then, taking into account any other relevant circumstances You put forward, We may:

9.2.1 warn You that Your access to the VLE will be removed if We do not receive payment of the outstanding amount within 7 days (+21 days from the original due date); and/or

9.2.2 prevent You from registering for any further modules with UCEM.

9.3 If the outstanding amount is not paid by that time, taking into account the amount of the debt and any other relevant circumstances that You put forward, We may:

9.3.1 withdraw Your access to the VLE, unless You have agreed a revised payment plan with UCEM's Finance Office, and/or

9.3.2 even if You have agreed a revised payment plan, not confer any award You may qualify for until all outstanding Tuition Fees related to that award have been paid in full.

9.4 If You fail to pay Your outstanding Tuition Fees within a further 21 days (+42 days from original due date), or if You fail to comply with any agreed revised payment plan, We may also:

9.4.1 end the Contract (see clause 15);

9.4.2 revoke Your licence to use Programme materials (see clause 10), and/or

9.4.3 bring legal action against You to recover the outstanding Tuition Fees. You must pay UCEM any reasonable legal costs We incur in doing so.

## 10. **Your Licence To Use Programme Materials**

10.1 You will not own any IPR in any Programme materials provided to You by UCEM.

10.2 UCEM grants to You a personal non-exclusive restricted licence to use the Programme materials solely for Your own personal use as part of studying the Programme.

10.3 You may not share, loan, copy, reproduce or grant in any way any right or licence to use the Programme materials to any third party and you must take reasonable steps to prevent any third party using Programme materials.

10.4 You agree to indemnify UCEM in respect of any breach by You of this clause 10.

10.5 UCEM agrees to indemnify You against any claims, damages, or losses arising as a result of any claim or action that the Programme materials infringe any IPR belonging to a third party.

## 11. **Intellectual Property Rights**

11.1 Unless otherwise assigned and subject to clause 11.2 below, where new IPR is created by You during the Contract, for example through a piece of assessment, the new IPR is retained by You.

11.2 There are specific situations in which UCEM may wish to have rights in Your IPR, as follows:

11.2.1 Where UCEM wishes to advance a collaborative arrangement You could be asked to sign an appropriate assignment agreement to protect Our legitimate interests as a party to the collaborative agreement.

11.2.2 Where UCEM agrees with You that Your work will be used as part of a further research publication produced by UCEM:

11.2.2.1 You will share joint ownership of Your IPR with UCEM by signing an appropriate assignment agreement to protect UCEM's legitimate interests in the further research publication.

11.2.2.2 Your work will be acknowledged in the further research publication.

11.2.2.3 If UCEM gains any income from the work, We will share any net income with You, by agreement.

## 12. **Your Access To And Use Of The UCEM Website, The VLE, Your Student Email Address And Microsoft Office 365**

- 12.1 While the Contract is in effect, You will be granted access to Your own “@ucem.ac.uk” email address and a version of Microsoft Office 365, with the ability to download Office.
- 12.2 You must only use these tools in an appropriate way, in accordance with the UCEM Code of Practice chapter on Student Academic and Behavioural Conduct (see Annex 4). Any breaches of expected use or behaviour in the use of these tools may lead to disciplinary action or access being temporarily or permanently withdrawn.
- 12.3 You must also comply with any conditions imposed by Microsoft.
- 12.4 You are solely responsible for maintaining the confidentiality and security of Your Microsoft Office 365 account and usage of it including use of any unique login.
- 12.5 The provision of Programme materials via UCEM’s website, the VLE and Microsoft Office 365 is dependent upon internet and third party connections which are out of the control of UCEM and UCEM does not warrant that the Website, VLE and associated services will be available continuously. However, UCEM will use its available resources and reasonable endeavours to keep downtime to a minimum.
- 12.6 To access Programme Materials and other information You must agree to and abide by the VLE Terms of Use (see Annex 5).
- 12.7 After the Contract Commencement Date, UCEM will provide You with a password and user identity for the VLE to access information and Programme materials. You are responsible for maintaining the confidentiality and security of Your online account and the Programme materials, including any unique login details for the VLE.
- 13. Your Consumer Law Rights**
- 13.1 As a consumer of services provided by UCEM You have legal rights (including statutory remedies) in relation to services not carried out with reasonable skill or care. For further information you may go to the [Competition and Markets Authority website \(opens new window\)](#). Students living in the UK may also visit their local Citizen’s Advice Bureau or Trading Standards Office.
- 14. Your Right To Raise Complaints**
- 14.1 You may raise complaints with UCEM. The [UCEM Student Complaints Procedure \(opens new window\)](#) (extracts of which are included at Annex 3) details how to raise a complaint and the procedure that will be followed if You raise a complaint. The Student Complaints Procedure forms part of the Contract.
- 14.2 If, after exhausting the UCEM’s complaints procedure, you are still not satisfied you should refer Your complaint to the [Office of the Independent Adjudicator \(OIA\) \(opens new window\)](#) as explained in detail in the UCEM Student Complaints Procedure.
- 15. UCEM’s Right To End The Contract**
- 15.1 UCEM may terminate the Contract at any time if You commit a serious material breach of Your obligations under the Contract and You fail to put that breach right within a reasonable time of Our asking You to do so. If a breach is very serious or cannot be put right We may terminate the Contract immediately.
- 15.2 Examples of a serious material breach include:
- 15.2.1 You fail to pay Your Fees as described in clause 9;
  - 15.2.2 You fail to provide correct evidence of Your qualifications that matches the details of Your qualifications that have been provided on Your application within 8 weeks of the Programme start date;

15.2.3 You provide UCEM with incorrect information about Your qualifications or any other important information which You provided to Us on Your application;

15.2.4 You fail to meet the following requirements under the Regulations:

15.2.4.1 Exhausting all of the permitted attempts at a module and you are not permitted to achieve an Intermediate Exit Award.

15.2.4.2 Exceeding the maximum period of registration for the Programme.

15.2.4.3 Committing an act that would, if committed by one of our employees, constitute a breach of the provisions of the Health and Safety at Work etc Act (1974).

15.2.5 Your conduct constitutes a serious disciplinary offence or academic misconduct offence as outlined in the UCEM Code of Practice chapter on Student Academic and Behavioural Conduct (see Annex 4). This is likely to include:

- physical or racial assault, harassment, or violent, indecent and/or abusive behaviour directed at other students, members of staff, visitors and any other person connected with UCEM programme delivery (for any reason, including on the grounds of race, sexuality, gender or gender identity);
- sexual misconduct, including but not limited to sexual intercourse or engaging in a sexual act without consent, attempting to engage in sexual intercourse or engaging in a sexual act without consent, sharing private sexual materials of another person without consent, kissing without consent, touching of a sexual nature through clothes without consent, inappropriately showing sexual organs to another person, repeatedly following another person without good reason, and/or making unwanted remarks of a sexual nature;
- behaviour that brings UCEM's name into disrepute;
- harassment, bullying or abusive behaviour face to face or through any form of electronic communication or on social media;
- theft of, damage to, or unauthorised use of property or systems belonging to UCEM, third-party learning delivery venues, other students, members of staff or visitors;
- possession, sale, or use of illegal drugs on or in the local vicinity of UCEM property, and whilst at or in the local vicinity of third-party learning delivery or examination venues or whilst on UCEM organised activities;
- being under the influence of alcohol or illegal drugs on or in the local vicinity of UCEM property, whilst at or in the local vicinity of third-party learning delivery venues or whilst on UCEM organised activities;
- incidents other than minor incidents that undermine the British values of democracy, the rule of law, individual liberty and mutual respect and tolerance;
- the organisation of, or glorification of, criminal activity;

- the organisation of, or glorification of terrorism or extremist behaviour;
  - hate speech;
  - Misuse of Programme Materials or infringing UCEM's intellectual property rights;
  - other serious fraud, deception or dishonesty.
- 15.3 Notification of the termination of the Contract by UCEM and the reason for it will be provided in a clear written statement, either by letter sent by post, or email.
- 15.4 UCEM reserves the right to revoke any award in accordance with the Regulations:
- 15.4.1 in the event of a termination following a disciplinary or academic misconduct offence that would have resulted in a decision not to grant an award, or
- 15.4.2 if the evidence shows that you did not meet the requirements for the award, or We discover any other information that would have resulted in a decision not to grant an award if these facts were known at the time the award was granted.
- 15.5 Any decision under this clause is subject to Your right of appeal under the UCEM Code of Practice chapter on Student Appeals and Complaints (see Annex 4). However Our obligations to You under this Contract may be suspended pending the outcome of any such appeal.

## 16. **Your Right To End This Contract**

### ***New students' legal right to cancel the Contract***

- 16.1 You have the right to cancel the Contract under the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days without giving any reason. The cancellation period will expire 14 days after the Contract Commencement Date (i.e. 14 days from the point at which You first register for Your Programme via our online portal.) To exercise the right to cancel, You must inform UCEM of Your decision to cancel the Contract by a clear statement (e.g. a letter sent by post, or e-mail). You should exercise Your right to cancel by contacting UCEM at:
- Admissions Officer
- UCEM
- Horizons
- 60 Queen's Road
- Reading
- RG1 4BS
- admissions@ucem.ac.uk
- 16.2 You may use the model cancellation form, available on the UCEM website, but it is not obligatory.
- 16.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning Your exercise of the right to cancel before the cancellation period has expired.) If You cancel the Contract within the 14 day cancellation period, UCEM will reimburse all payments received from You without undue delay, and in any event not later than 14 days after the day on which You inform UCEM of Your decision to cancel. Reimbursement will be made only to the account from which you made

payment.

- 16.4 If You requested to start Your Programme during the 14 day cancellation period, You must pay UCEM an amount which is in proportion to the services You received since starting the Programme until You communicated to UCEM Your cancellation of the Contract.
- 16.5 If You want to cancel after this period, the provisions of Clause 16.7 will apply.
- 16.6 If you send Your notification of cancellation by post you are advised to obtain a proof of posting.

***New and existing students' additional rights to cancel the Contract***

- 16.7 Students may cancel their Contract and withdraw from the Programme at any time by a clear written statement (e.g. a letter sent by post, or e-mail) sent to:

Admissions Officer

UCEM

Horizons

60 Queen's Road

Reading

RG1 4BS

admissions@ucem.ac.uk

If You withdraw in this case the UCEM Refund and Compensation Policy (Annex 2) and the Regulations, in particular as regards Intermediate Exit Awards, will apply.

- 16.8 If you subsequently wish to apply to return, the Regulations will apply.

***Recommencing study after withdrawing***

- 16.9 If You wish to recommence Your studies after cancelling the Contract and withdrawing from the Programme, UCEM does not guarantee You a place on the Programme, or any other programme of study with UCEM, or that the Programme will continue to be offered in the same form or at all. If You wish to re-join the Programme, You are required to re-apply to UCEM following the application process as published on the UCEM website. Your record during Your original registration on the Programme will be taken into account in the application process. A new contract with UCEM will be entered into if a place is offered and You accept.

**17. UCEM's Liability To You**

- 17.1 Nothing in the Contract shall operate to exclude or limit Our liability to You for:
- 17.1.1 death or personal injury caused by Our negligence;
  - 17.1.2 fraud or fraudulent misrepresentation; or
  - 17.1.3 any other liability which cannot be excluded or limited under applicable law, for example under section 57 of the Consumer Rights Act 2015.
- 17.2 UCEM will only be liable for loss or damage that is caused by and is a reasonably foreseeable result of UCEM breaching the Contract. This means loss or damage that is an obvious consequence of UCEM's breach of the Contract or loss or damage that was expressly contemplated by You and UCEM at the time of entering into the Contract.

17.3 UCEM will not be liable for any indirect or consequential losses including but not limited to lost profit or lost anticipated future earnings.

## 18. Your Personal Data

18.1 You are required to confirm or update Your personal details on an annual basis, when requested by UCEM.

18.2 UCEM shall at all times when processing Personal Data relating to, or provided by, You:

18.2.1 comply with its obligations under the General Data Protection Regulation (2016/679), the Data Protection Act 2018 and any amendment or update to that legislation

18.2.2 comply with the [UCEM Data Protection Policy and the Privacy Notice for Students \(opens new window\)](#);

18.2.3 ensure that there are in place appropriate technical and organisational security measures to prevent unauthorised or unlawful processing of Personal Data and to prevent accidental loss or destruction of, or damage to, Personal Data.

18.3 In this Clause 18, Personal Data has the meaning given in the General Data Protection Regulation (2016/679) Article 4.

## 19. Confidentiality

19.1 UCEM shall at all times keep confidential any special categories of personal data (as defined in the General Data Protection Regulation (2016/679) Article 9) that it may hold about You which is provided on a confidential basis to UCEM, such as information regarding disability or wellbeing issues, which enables UCEM to provide support as part of its obligations to You. UCEM will only share such special categories of personal data with explicit consent or as required by applicable law or regulations.

19.2 You must keep information confidential when it is provided on a confidential basis between You and UCEM, for example in relation to when a student is undergoing a disciplinary or academic misconduct matter, or when a complaint against a member of staff is being investigated.

## 20. Force Majeure

20.1 'Force Majeure Event' means any circumstance not within a party's reasonable control including, without limitation:

20.1.1 acts of God, flood, drought, earthquake or other natural disaster;

20.1.2 epidemic or pandemic;

20.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

20.1.4 collapse of buildings, fire, explosion or accident

20.1.5 nuclear, chemical or biological contamination or sonic boom;

20.1.6 any law or any action taken by a government or public authority

20.1.7 any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause);

- 20.1.8 non-performance by suppliers or subcontractors; and
- 20.1.9 interruption or failure of utility service (including public or private telecommunications networks, railways, shipping, aircraft, motor transport or other means of public or private transport).
- 20.2 Provided it has complied with Clause 20.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event ('Affected Party'), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 20.3 The corresponding obligations of the other party will be suspended, and the time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 20.4 The Affected Party shall:
  - 20.4.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and
  - 20.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 20.5 The other party shall cooperate with the Affected Party as is reasonable to mitigate the effect of the Force Majeure Event.

**Annex 1**  
**UCEM Student Protection Plan**

# Student Protection Plan

Provider's name: University College of Estate Management (UCEM)

Provider's UKPRN: 10008173

Contact point for enquiries about this student protection plan: Helen Edwards,  
Director of Academic Quality at [aqu@ucem.ac.uk](mailto:aqu@ucem.ac.uk)

## 1. The aim of this plan

UCEM's Student Protection Plan ("SPP") sets out the measures that UCEM has in place to protect You (the student), should a risk to the continuation of studies arise, and the action UCEM will take to protect Your interests and assure continuity of study in the event of a programme closure, or in the unlikely event that UCEM is no longer able to operate.

UCEM is committed to protecting the interests of all Our students, in all circumstances. If a Material Change (as set out in section 2) occurs UCEM will consult with students at the earliest opportunity and put measures in place to preserve continuation of study.

This SPP assesses the level of risk in relation to continuity of study, the measures that UCEM has in place to mitigate any risks, and how UCEM will communicate any information relating to the SPP with You.

The measures contained in this SPP supplement the protection You have under consumer protection law and do not impinge on Your consumer rights.

This document should be read in conjunction with [UCEM's Terms and Conditions of Contract \(opens new window\)](#).

For the purposes of this SPP 'a student' is defined as someone who has registered to study with UCEM on either a Level 3 or an undergraduate or postgraduate programme, and who, as part of registration, has accepted the Terms and Conditions of Contract.

## 2. Assessment of the risk of a Material Change to delivery

The following section provides an assessment of specific risks, and the likelihood that these risks will occur. In the event that any of these Material Changes occur, the SPP will be implemented and students will be communicated with as outlined in section 7.2.

### 2.1 Material Change 1: Risk that UCEM is no longer able to operate

Overall, the risk that UCEM will no longer be able to operate, or will cease to operate, is low.

UCEM's Institutional Risk Register is regularly reviewed by UCEM's Audit Committee in line with guidance set out in the Committee of University Chairs' (CUC) Higher Education Code for Governance, and the CUC Handbook for Members of Audit Committees in Higher Education Institutions. The UCEM Audit Committee's responsibilities are subject to the overarching governance of UCEM led by the Principal and the powers and functions of the Board of Trustees.

The Risk Register details specific risks, and includes a defined risk score pre- and post-mitigation, as well as associated actions.

UCEM is, as at the time of this SPP, financially sustainable: UCEM's income annually matches its expenditure, and the reserves held by UCEM exceed its annual income. Full details are available in the UCEM audited Annual Accounts, published by the [Charity Commission \(opens new window\)](#).

UCEM's annual budgets and business plans are approved by the Finance Committee who, with the delegated authority of the Board of Trustees, monitor in-year costs and income to assure appropriate oversight and control. The Senior Leadership Team is responsible for ensuring delivery of the annual budgets and business plan.

UCEM has in place a Business Continuity Plan to mitigate against risks that may have an impact on the institution's ability to either fully or completely operate due to unforeseen circumstances. These include mitigations such as: UCEM's headquarters at Horizons, Reading, UK being completely damaged; severe illness resulting in a significant number of staff being unavailable; utility failure; and component or systems failure.

## **2.2 Material Change 2: Risk that UCEM loses the power to award degrees or to validate one or more of its courses**

UCEM has 'taught degree awarding powers' (TDAP), which means the institution has been granted the authority to award its own degrees. UCEM currently offers a range of UCEM degrees. This SPP details the assessment of risk to the continuation of study if UCEM were to lose the power to award degrees.

UCEM was awarded taught degree awarding powers with effect from 1 January 2013 and these were renewed in December 2018 for a further six-year period.

UCEM achieved a successful Higher Education Review (HER) by the Quality Assurance Agency (QAA) in September 2016, meeting expectations in all categories.

UCEM received a "Making commendable progress" outcome from the monitoring visit by the QAA in 2017, which was the highest achievable category. The full report can be accessed on the [QAA website \(opens new window\)](#). UCEM also submitted a return to QAA in July 2018 that demonstrates that we are continuing to maintain academic standards and enhance the quality of student learning opportunities and information about learning opportunities.

Overall, UCEM has in place governance and quality assurance processes to mitigate against any risk that could impact on UCEM's taught degree awarding powers and to ensure UCEM's compliance with the regulatory framework and the Office for Students' (OfS) ongoing conditions of registration. This governance structure includes an Academic Risk Register, oversight of the OfS conditions of registration by UCEM's Board of Trustees and deliberative committees, a Code of Practice that aligns with the expectations of the QAA Quality Code, and Academic and Programme Regulations for Students. Oversight of academic standards occurs through the Academic Review Committee, which is a sub-committee of the Board of Trustees, as well as through external examiners who are independent of UCEM and who monitor academic standards.

To further mitigate risk to UCEM students and the institution, UCEM is applying for indefinite degree awarding powers. If the application is successful, this would mean that UCEM would not be required to renew its degree awarding powers every six years.

### **2.3 Material Change 3: Risk that UCEM is no longer able to deliver one or more modes of study to our students**

UCEM's core mode of delivery is online provision. The risk that UCEM would no longer be able to deliver its programmes by online learning is low. UCEM's Board of Trustees has invested significantly in the development of online resources, technology, and expert staff to support the continued delivery and enhancement of online learning at UCEM.

Workshops provided as part of an apprenticeship programme will continue to run as they form part of UCEM's funding requirements from the Education and Skills Funding Agency (ESFA).

### **2.4 Material Change 4: The risk that UCEM is unable to deliver at one or more locations**

The majority of UCEM teaching is provided online: therefore, there is minimal risk that UCEM would be unable to deliver at one or more locations. UCEM's campus is its virtual learning environment (VLE), which all students 'attend' for their teaching and learning.

The risk that UCEM will be unable to deliver its teaching through the VLE is low. To mitigate the risk of failure of the VLE, the VLE is hosted externally in a high availability cloud-based environment, so an outage is unlikely. In the highly unlikely event of an outage, the supplier contract includes 24/7 support, and UCEM would contact the supplier immediately. This risk is continuously monitored and is detailed in the UCEM Business Continuity Plan.

The majority of apprenticeship workshops are delivered online however UCEM occasionally runs some physical workshops to support delivery of its apprenticeship programmes. UCEM does not host the workshops at a specific location or campus, but instead hires venues in locations around England. There is a moderate risk that a specific location could become unavailable. In this event UCEM will offer a suitable alternative location. If physical workshops cannot be held UCEM will offer online workshops as an alternative.

### **2.5 Material Change 5: Risk that UCEM is no longer able to deliver programmes to students in one or more subject areas**

All UCEM programmes are focussed on subjects relating to the built environment – i.e. property, land and construction. This fulfils UCEM's Royal Charter (RC000125), which defines its objectives as to deliver education and training within these specialist areas. UCEM has one school (the School of the Built Environment). Within the school there are full- and part-time members of staff with expertise in the relevant specialisms, and these academic staff are supported by associate tutors who are also specialists within the built environment.

The risk to students of non-continuation of study arising because UCEM could no longer deliver programmes in one or more subject areas is low, because the school has well-integrated teams, and is supported by a strong network of associate tutors.

### **2.6 Material Change 6: Risk that UCEM is no longer able to deliver one or more programmes due to closure**

Clause 6 of the UCEM Terms and Conditions of Contract sets out the circumstances in which UCEM may close a programme.

Section 3 of this SPP provides information on the measures that UCEM has in place to preserve continuation of study for its students.

There may be instances where UCEM will choose to discontinue a programme; however, on these occasions UCEM will cease recruitment and then teach out the programme or offer students a suitable alternative programme. UCEM ensures that remaining students on the programme are fully supported to complete their studies by putting in place a Programme Closure Student Support Plan. The risk that UCEM would not teach-out the programme is very low. At the time of writing UCEM has three Programme Closure Student Support Plans in place.

UCEM's apprenticeship programmes are funded by the ESFA. There is a moderate institutional risk that the ESFA would revoke UCEM's funding contract if UCEM fails to meet the compliance requirements of the ESFA. In this event UCEM would be required to transfer all apprentices to an alternative delivery partner for the remainder of their apprenticeship programme. If an individual apprentice was found to be ineligible for funding after commencing a programme with UCEM, the circumstances of the case would be considered. Depending on the circumstances of the case the apprentice would either be allowed to continue on their programme without ESFA funding or would be withdrawn.

## **2.7 Material Change 7: Risk that UCEM will make changes to programmes or is no longer able to deliver material components (i.e. tuition as defined in the programme specification) of one or more programmes**

Where there is a change to a programme, this will be made in accordance with Clause 6 of the Terms and Conditions of Contract.

Changes will usually be made from the start of a new academic year, i.e. from 1 September, following a period of consultation with students and prospective students outlining the options available to them.

The risk that UCEM would no longer be able to deliver material components is low because of the way the teams have been integrated within the school structure and the associate tutor network which supports delivery of its programmes. All UCEM programmes are mapped to meet the competency frameworks of the relevant professional bodies, and modules will continue to be delivered to ensure the programmes meet professional body requirements.

## **2.8 Material Change 8: Risk that UCEM is no longer able to recruit or teach students with particular needs**

UCEM attracts students from around the world, and currently has part-time and full-time students studying with us in approximately 100 countries. The risk that the institution would no longer be able to attract or deliver its programmes in full- and/or part-time modes is low, due to the continued investment and support from the Board of Trustees.

Because of its online learning model, UCEM international students do not visit the UK to study their programmes, so UCEM is not subject to Tier 4 visa requirements. For this reason, the risk to non-continuation of study for international students is low.

The risk that UCEM would no longer be able to recruit or teach students with disabilities is also low. UCEM reviews all its online materials for accessibility to ensure that a student with disabilities can apply to UCEM and can access the online learning materials. UCEM may provide materials in different formats, as detailed in the [Code of Practice chapter on Neurodiversity, Disability and Wellbeing \(opens new window\)](#). UCEM has a dedicated Disability and Wellbeing Team to support applicants and students with additional educational needs, and to ensure appropriate arrangements are in place.

The risk that UCEM would no longer be able to recruit or teach students with any other protected characteristics is also low because its online delivery provides an accessible platform and mode of learning. In addition, the programmes are designed to be flexible to support students in different circumstances, such as pregnancy and maternity.

### **3. Measures that UCEM has put in place to mitigate these risks and to preserve continuation of study for students**

UCEM is committed to ensuring the continuation of study for students in the event of a Material Change and will be transparent where changes have occurred, or are going to occur, and will support students through any changes.

Detailed information regarding the processes that are in place to mitigate risk in the event of programme closure or programme change can be found in the following documents:

- [Terms and Conditions of Contract \(opens new window\)](#)
- [UCEM Academic and Programme Regulations \(opens new window\)](#)
- [UCEM Code of Practice Programme Planning, Monitoring and Evaluation \(opens new window\)](#)
- [UCEM Refund and Compensation Policy \(opens new window\)](#)

All documents are published on the UCEM website. You are advised to read the relevant section of these documents alongside this SPP.

In the event of any programme closing UCEM will put in place a student support plan which details how student interests will be protected in line with the SSP, what risks are associated with closing the programme and how the risks will be mitigated, the student and stakeholder communication strategy and any changes to programme management and delivery arrangements during the runout. Oversight of the implementation of the student support plan rests with UCEM's Quality Standards and Enhancement Committee.

#### **3.1 Programme closure**

In the event that a UCEM programme is closed, UCEM is committed to 'teaching out' all students currently registered on the programme; however, UCEM will also support students to transfer to another programme if they wish to do this instead.

Students will be given the opportunity to complete their programme of study (in accordance with the Academic and Programme Regulations for Students). However, in exceptional circumstances, where students have not exceeded the maximum registration period for their programme but have fallen behind their cohort, the Academic Board may approve an accelerated programme closure, for example by providing additional resit opportunities, taking into account the needs of students with protected characteristics and particular needs.

UCEM will also provide students with the opportunity to transfer on to an alternative programme offered by UCEM or, where appropriate, to another provider, with appropriate credit transfer where applicable.

For students that have applied to the programme but not yet enrolled, UCEM will notify the students concerned allowing them sufficient time to source an alternative programme. Where needed UCEM will provide support to applicants to find a suitable alternative programme.

## 3.2 Apprenticeship programme closure due to withdrawal of ESFA funding

To mitigate the risk of failing to meet the compliance requirements of the ESFA in relation to UCEM's apprenticeship programmes the Board of Trustees has provided significant investment to UCEM to deliver these programmes, which has included additional recruitment of staff with relevant expertise, as well as additional systems. Academic governance structures have also been reviewed to ensure appropriate oversight of quality and standards.

In the unlikely event that the ESFA has cause to, and decides to, terminate one or more of the apprenticeship funding contracts (levy and non-levy) that UCEM holds, the normal route to enable the apprenticeship students to continue with their programme is for the ESFA to identify and approach another suitable training provider with a view to the transfer the responsibility for provision of the apprenticeships to that provider. UCEM will promptly provide such assistance and comply with such timetable as the ESFA may reasonably require for the purpose of ensuring an orderly transfer of responsibility for provision of the apprenticeship programmes, to ensure continuation of study for the students affected.

In the event that relevant employer(s) indicate that the transfer of the responsibility for provision of the apprenticeship programmes is undesirable to the relevant employer(s), UCEM would offer such assistance as is necessary to enable the student to complete as much of their programme with UCEM as possible. UCEM would work with the employer to support students to find other means of funding.

## 3.3 Changes to programme or material components

UCEM will endeavour to deliver programmes in line with the information provided to students in the programme specification; however, there may be circumstances where it is necessary to make a change in order to comply with external professional, accrediting or regulatory body requirements, to ensure that curriculum, mode or delivery remains current, to implement external examiner feedback or annual monitoring improvements. The level of change will be restricted to those changes that are absolutely necessary to ensure the quality of the programme and consultation will take place with students impacted. All changes will be made in accordance with the Code of Practice chapter on Programme Planning, Monitoring and Evaluation.

For UCEM's apprenticeship programmes UCEM will endeavour to deliver all material components as planned, however, there may be occasions where this is not possible for the following reasons:

- a venue is unable to hold a workshop, either an alternative venue will be found in the same area, or students will have the option to transfer to a different location in the UK where a workshop is being delivered. Where workshops cannot be held face-to-face due to external factors (e.g. the COVID-19 pandemic) UCEM will provide the workshop in an alternative format.
- Where an examination centre is unable to hold an End Point Assessment (EPA) exam, an alternative venue will be found in the same area, or students will have the option to transfer to a different exam centre.

If attending an alternative apprenticeship workshop venue or EPA examination venue was not an option due to special circumstances, UCEM would explore this on a case by case basis and would consider facilitating a transfer to another provider or applying its Refund and Compensation Policy.

## 4. UCEM Refund and Compensation Policy

This section of the student protection plan sets out UCEM's policies and procedures for refunds and compensation. If UCEM is no longer able to preserve continuation of study, students should refer to the UCEM Refund and Compensation Policy. The Policy provides information on the refunds that students would be eligible for, including:

- students in receipt of tuition fee loans from the Student Loans Company
- students who pay their own tuition fees
- students whose tuition fees are paid by a sponsor
- the payment of additional travel costs for students affected by a change in the location of their programme

The Policy also details UCEM's commitments to honour student bursaries and provide compensation where it is not possible to preserve continuation of study.

In the unlikely event of UCEM being unable to deliver a programme or programmes of study it has in place a designated Balance Sheet compensation reserve to offer refunds and compensation in accordance with the Refund and Compensation Policy. This reserve will be maintained at a minimum of £1 million or 10% of the most recent audited financial year's tuition fees and education contracts revenue (reported in accordance with the latest version of the Further and Higher Education Statement of Recommended Practice (FEHE SORP)), whichever is the greater.

## 5. Communication with Students and Staff about the Student Protection Plan

This SPP is published on the UCEM website and is annexed to the Terms and Conditions of Contract.

### 5.1 Communication with students

- Applicants are informed of the existence of the SPP in their offer letter to study on a programme with UCEM.
- Current students are notified of the SPP through announcements on the VLE and in their offers to register for their next semester. Students are invited to register for new modules either on a bi-annual or annual basis, and at each of these points students are referred to the SPP.

### 5.2 Communication with Staff

UCEM recognises how important it is that all staff are aware of this SPP when changes to a programme are proposed, in particular to ensure compliance with the requirements of the Competition and Markets Authority (CMA) to provide accurate programme information to both applicants and students.

UCEM has in place academic governance structures to ensure the appropriate process is followed when changes are made. These are detailed in the [UCEM Code of Practice Programme Planning, Monitoring and Evaluation \(opens new window\)](#). The [Code of Practice chapter on Information About Higher Education Provision \(opens new window\)](#) details the requirements for compliance with the CMA.

The SPP is also linked with UCEM's quality review processes to ensure all staff are aware of the SPP when proposing any changes to programmes or when making decisions on programme discontinuation. In particular, it is reviewed at the UCEM Deliberative Committee – Quality Standards and Enhancement Committee as part of the review cycle in accordance with UCEM's Code of Practice.

## 6. Development of the Student Protection Plan

UCEM will review the SPP on an annual basis.

Following review, if changes are made, the SPP will be approved at the Academic Board, which includes student representation on the Committee, which ensures that students are part of the final approval process. However, Academic Board will review the SPP a minimum of once every three years.

Any changes to the SPP will take place before the start of the academic year.

## 7. Communication with Students if the Student Protection Plan needs to be implemented

### 7.1 Notice period regarding changes

**UCEM closure:** If UCEM is no longer able to operate, UCEM will provide all students with as much notice as practicable, which is expected to be a minimum notice period of one academic year. UCEM would seek to ensure the continuation of study for all students on our programmes by supporting them in finding an alternative programme at another institution. Support for this transfer of study would include the provision of an academic record of a student's achievement, to facilitate the admission to another institution.

**Programme closure:** In the event of programme closure, the procedure detailed in the Terms and Conditions of Contract will be followed. All existing students would be provided with the opportunity to complete their programme, or transfer to an alternative programme. There is no minimum notice period.

**Changes to a programme of study:** In the event of changes to material components to a programme of study the process for change is detailed in the Code of Practice chapter on Programme Planning, Monitoring and Evaluation. Changes to a programme or modules must be approved during the Programme Change window to effect change normally from the following September. This means that seven months' notice is usually given to students or applicants affected.

### 7.2 Communication with students on implementation

UCEM will write to all students affected by any of the changes outlined in the SPP and consult on the changes that are occurring. UCEM will explain the reasons for the change and what options are available. UCEM will seek to support students through this process both collectively and individually to help them to understand the options available.

As part of the consultation, students will be provided with the opportunity to discuss the changes with members of staff, who are likely to include the programme leaders, module leaders or Student Engagement Team. As part of these discussions UCEM will work closely with the Lead Student Representative.

### **7.3 Availability of advice for students**

UCEM will provide all students affected by any of the changes outlined in this SPP with direct access to the Lead Student Representative, who can raise issues with the Board of Trustees.

### **7.4 Student complaints regarding the implementation of the Student Protection Plan**

UCEM has an open, fair and accessible [Student Complaints Procedure \(opens new window\)](#) which operates in accordance with the principles of the OIA Good Practice Framework to encourage the prompt resolution of problems at the earliest possible stage.

All students are encouraged to resolve issues informally in the first instance with the relevant member of staff. To raise a complaint or seek advice on the possible submission of a complaint, students should first contact the Complaints Officer at UCEM at [complaints@uce.ac.uk](mailto:complaints@uce.ac.uk).

**Annex 2**  
**UCEM Refund and Compensation**  
**Policy**

# **UCEM Refund and Compensation Policy**

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Effective from August 2021

Version: 4.00  
Status: Final  
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UNIVERSITY COLLEGE  
OF ESTATE MANAGEMENT

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## 1. Introduction

- 1.1 This Policy sets out UCEM's approach to refunds and compensation for our students.
- 1.2 UCEM recognises that after you have registered for a programme You may need to withdraw or change Your original registration. Additionally, there may be circumstances where it is not possible for UCEM to preserve continuation of study for one or more students, e.g. if We have to close or change a programme.
- 1.3 This policy sets out our mechanisms for refunds and compensation for students in any such event.
- 1.4 This policy should be read in conjunction with the following documents:
  - UCEM Terms and Conditions of Contract
  - UCEM Student Protection Plan
  - UCEM Academic and Programme Regulations

## 2. Scope

- 2.1 This Policy applies to all UCEM undergraduate and postgraduate programmes, and to all UK, EU and international students.
- 2.2 The refund and compensation terms apply to all students with the exception of those studying on a publicly funded apprenticeship programme. It does however apply to students who are paying their own tuition fees, accessing student loans, and/or in receipt of student bursaries, and students whose sponsor (e.g. employer) pays their tuition fees.
- 2.3 This policy is without prejudice to students' common law and statutory rights, for example under the Consumer Rights Act 2015 and the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 (the Consumer Contract Regulations).

## 3. Definitions

For this policy the following definitions for refund and compensation have been used, drawing upon guidance provided by [Universities UK \(opens new window\)](#):

- 3.1 **Refund:** means the reimbursement in full or part thereof of tuition fees paid by You to UCEM, or an appropriate reduction in the tuition fees owed by You to UCEM for the future.
- 3.2 **Compensation:** will relate to some other recognisable loss suffered by You. This normally falls into two categories, either (a) recompensing You for wasted out-of-pocket expenses that You have incurred, which were paid to

someone other than UCEM (such as travel costs) or (b) an amount to recognise material disadvantage to You arising from a failure by UCEM to discharge its duties appropriately. Compensation may take the form of financial payment, a discount or other benefit. You must act reasonably and seek to minimise any disadvantage for which compensation may be paid.

#### 4. Circumstances that may lead to a refund or compensation

##### 4.1 You cancel within 14 days

New students are entitled to a refund under the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 if they cancel the Contract within 14 days after the day on which it was entered into. Full information is provided within the UCEM Terms and Conditions of Contract.

##### 4.2 You voluntarily decide to leave UCEM

If You decide to voluntarily withdraw from Your programme with UCEM or transfer to another institution, and UCEM is not in breach of contract, You may be eligible for a partial refund. Compensation is unlikely to apply in this instance.

4.2.1 **Partial refunds:** If the date of your withdrawal is within four weeks of the semester start date UCEM will retain 20% of the tuition fees due for that semester and refund any tuition fees received over and above that amount. The 20% retention of tuition fees due for that semester reflects the costs UCEM has incurred in enrolling you on the semester.

4.2.2 **No refund:** If the date of your withdrawal is more than four weeks after the semester start date, no refund will be due and full tuition fees for the semester remain payable. This retention of fees reflects the costs that UCEM has incurred in enrolling you on the semester, including providing access to the virtual learning environment (VLE), programme materials, and the provision of academic support and student support services.

##### 4.3 You voluntarily decide to unregister from one or more modules but remain on Your programme

Compensation is unlikely to apply in this instance.

4.3.1 **Before the module commencement date:** If you inform UCEM before the module commencement date that you wish to voluntarily unregister from one or more modules, but remain on Your programme, and UCEM is not in breach of contract, You are entitled to a full refund of any fees paid for the modules from which you are unregistering.

4.3.2 **After the module commencement date:** You cannot unregister from modules, but remain on Your programme, after the module commencement date. Therefore, no refund will be due. See the Terms and Conditions of Contract and the Academic and Programme Regulations for information about interruption of studies. No refund will be due if you interrupt your studies.

4.4 UCEM discontinues the programme which you are completing (but is not in breach of the Contract)

4.4.1 Following the discontinuation of a programme, You may be eligible for a refund and/or compensation under the circumstances set out below.

4.4.2 You decide to transfer to an alternative programme at UCEM

If UCEM discontinues a programme and You transfer to an equivalent programme offered by UCEM, neither a refund nor compensation will usually be offered.

Where You transfer to a programme that is not equivalent to the programme you are currently enrolled on at UCEM (for example, where there is a difference in award, accreditation, programme length, or the cost of programme) you may be eligible for a refund up to the full amount of any tuition fees paid and/or compensation.

4.4.3 You decide not to transfer to an alternative programme at UCEM

If UCEM discontinues a programme and You decide not to transfer to an alternative UCEM programme (i.e. you withdraw and cease Your studies or transfer to an alternative programme at another provider) You will be eligible for a full Refund of any tuition fees paid.

Where You are eligible for an exit award, pro rata tuition fees will be refunded for the portion of the UCEM programme that cannot be taken.

You may be eligible for compensation where a differential exists between the tuition fee payable at UCEM and the tuition fee payable to complete an equivalent programme at an equivalent institution in the same mode of study. In circumstances where the same mode of study is not possible, you will be paid any tuition fee differential to complete an equivalent course at an equivalent institution.

If You transfer to an equivalent programme at an equivalent institution in the same mode of study (i.e. part-time or full-time, online learning and Your new tuition fees are greater than the tuition fees You would have paid for the discontinued programme, then You will be eligible for Compensation in the sum of the difference to the

equivalent programme.

If You transfer to an equivalent programme at an equivalent institution at which the same mode of study is not possible, and no appropriate equivalent programme at an equivalent institution delivered by the same mode of study was available to you within a reasonable period, and Your new tuition fees are greater than the tuition fees You would have paid for the discontinued programme, then You will be eligible for Compensation in the sum of the difference to the equivalent programme.

Compensation is not usually paid for transfer to programmes or institutions that are not equivalent to the discontinued Programme.

#### 4.5 UCEM makes changes to a programme (but is not in breach of the Contract)

Where UCEM makes a change to a programme in compliance with the Contract, a refund will not usually be payable in these circumstances, unless through this change You are required to take a replacement module(s) which is materially different from the original module outlined in the programme specification as a result of the removal of a module(s) when you were part-way through completing the original module(s).

#### 4.6 You may be eligible for compensation where the change has disadvantaged you, such as where the length of your programme has been increased, or an accreditation has been lost.

#### 4.7 You withdraw from UCEM or transfer to another provider because of a breach of contract by UCEM

If UCEM fails to comply with its obligations towards You under the Contract, We will be responsible for any foreseeable loss or damage You suffer that has arisen as a result of UCEM's breach of contract, but UCEM will not be responsible for any loss or damage that could not have been foreseen or any loss or damage that You have failed to mitigate (i.e. reduce or avoid) where it was reasonable to do so. Loss or damage can be considered to have been foreseeable where they are an obvious consequence of a breach by UCEM, or if they were considered by you and UCEM at the time the contract was entered into.

Therefore where You withdraw from UCEM or transfer to another provider as a result of a breach by UCEM of the Contract, it may be appropriate for UCEM to provide up to a full refund of tuition fees, as well as compensation for loss caused by the breach. Our liability is governed by clause 17 of Our contract with you.

#### 4.8 There is an interruption to your programme

If You choose to take a break in your programme you will not usually be

eligible for a Refund or Compensation.

Where the break is unilaterally imposed by UCEM through UCEM's failure to deliver You may be eligible for a Refund or Compensation. Where the break is unilaterally imposed by UCEM through the Fitness to Study Procedure you may be eligible for a refund, but you would not be eligible for compensation.

#### 4.9 UCEM ends your contract and removes you from your programme

Where UCEM lawfully terminates your contract and relationship with UCEM under the UCEM Terms of Contract or the UCEM Academic and Programme Regulations, no refund of tuition fees or compensation is payable.

#### 4.10 Sums owed to Us

We may reduce the amount of any refund or compensation that would otherwise be payable to You by an amount equal to any sums that You owe to Us.

### 5. Process for managing refunds/compensation claims

5.1 If you are eligible for a refund through clause 4.1 or 4.2.1 or 4.3.1 your refund will automatically be processed and you do not need to request this.

5.2 For anything that falls outside of clause 4.1 or 4.2.1 or 4.3.1, if You want to request financial redress or to discuss a potential request or issue related to this Policy You should email [finance@ucem.ac.uk](mailto:finance@ucem.ac.uk). You should use the Refund and Compensation Form to set out your request.

5.3 Students will be required to submit written evidence in support of a request for financial redress.

5.4 Although circumstances for each individual student will be different, the process for considering refunds and compensation will be fair and consistent for all students so that you can be confident you are being treated equally. The process can be found in [Appendix A](#).

5.5 UCEM is committed to being open and transparent in its communications with all students when considering refunds and compensation.

5.6 UCEM, in considering requests for refunds and/or compensation, will:

5.6.1 seek to ensure that it meets its statutory responsibilities and duties in law, including compliance with the Consumer Rights Act 2015 (CRA) and the Higher Education and Research Act 2017 (HERA) and the Consumer Contract Regulations 2013.

5.6.2 seek to ensure it fulfils its responsibilities as part of its registration with the Office for Students (OfS), which is the regulatory body for Higher Education Providers in England.

5.6.3 comply with the UCEM Academic and Programme Regulations for Students.

5.6.4 consider, on a case-by-case basis the particular circumstances of the matter including:

- the nature and reasonableness of the loss which the student has incurred (for example, as relevant, additional costs such as reasonable travel costs or reasonable costs associated with the student's transfer to another programme of study or provider or in connection with a bursary);
- the context in which the loss arises (for example, if a student makes a complaint that UCEM has not complied with its obligations under the contract, or if UCEM implements its Student Protection Plan in circumstances where UCEM is no longer able to preserve continuation of the student's study).

5.7 You will receive the outcome of your request within 20 working days of receipt.

5.8 If for any reason You are not satisfied with the way UCEM responds to Your request, please refer to section 10.

## **6. Refunds for students in receipt of bursaries**

6.1 UCEM bursaries are awarded as reductions to tuition fees, not as monetary awards.

6.2 Bursary awards are granted for the duration of a student's programme, unless otherwise stated at the point of award. Once granted, UCEM cannot withdraw a bursary unless a student withdraws from their programme, or their programme registration is terminated by UCEM under the UCEM Terms and Conditions of Contract or UCEM Academic and Programme Regulations.

6.3 If a student transfers to an alternative UCEM programme at the same level (following discontinuation of their original programme or otherwise) the bursary award will transfer to the alternative programme. Where satisfactory alternative programme arrangements cannot be made by UCEM, the value of tuition fees paid by You after bursary will be eligible for refund as set out in Section 4, in addition to any compensation that may be payable.

## **7. Payment of refunds or compensation**

7.1 Any refund payment will be made to the person or organisation making the original tuition fee payment. For example, where tuition fees have been paid by your employer under a Sponsorship Agreement any refund due will be made to the employer.

7.2 For undergraduate students funded by the Student Loan Company (SLC),

UCEM will notify SLC of your withdrawal as soon as reasonably possible before the next loan liability point so that the next instalment of the tuition fee loan is not paid. You will only be liable to repay the tuition fee loan instalments paid whilst you were an eligible student. The tuition fee liability at the date of withdrawal will be calculated as above, and any refunds due will be made to the SLC. Your tuition fee liability will never exceed the amount of the loan advanced.

- 7.3 Where UCEM is in breach of the Contract, partial or full refunds will be paid electronically within 14 days of the agreement of the claim by both parties. Where there has not been a breach by UCEM, partial or full refunds will be paid within 30 days of the agreement of the claim.
- 7.4 Compensation payments will be paid electronically within 14 days of the agreement of the claim by both parties.

## 8. Discretion

UCEM retains a general discretion to make refunds in circumstances under which students may not normally be entitled to a refund. This may include mitigating circumstances of an exceptional nature such as where a student has a serious or sudden illness. This is at the absolute discretion of UCEM, and written evidence will be required.

## 9. Non-financial remedies

- 9.1 UCEM may also consider remedies that satisfy your complaint without the need for a refund or financial compensation, which could include an apology or goodwill gesture.
- 9.2 In addition to seeking financial redress under this policy, You also have the right to seek repeat performance under sections 54-56 of the Consumer Rights Act 2015, and You may be entitled to a price reduction under that Act. For more information you should contact the [Competition and Markets Authority \(opens new window\)](#).

## 10. Complaints

- 10.1 If for any reason You are not satisfied with the way UCEM responds to your request for a refund or compensation you should in the first instance make a complaint to [complaints@ucem.ac.uk](mailto:complaints@ucem.ac.uk), in accordance with the UCEM Code of Practice chapter on Complaints and Appeals.
- 10.2 If, after exhausting UCEM's complaints procedure, you are still not satisfied you should refer your complaint to the [Office of the Independent Adjudicator \(OIA\) \(opens new window\)](#).



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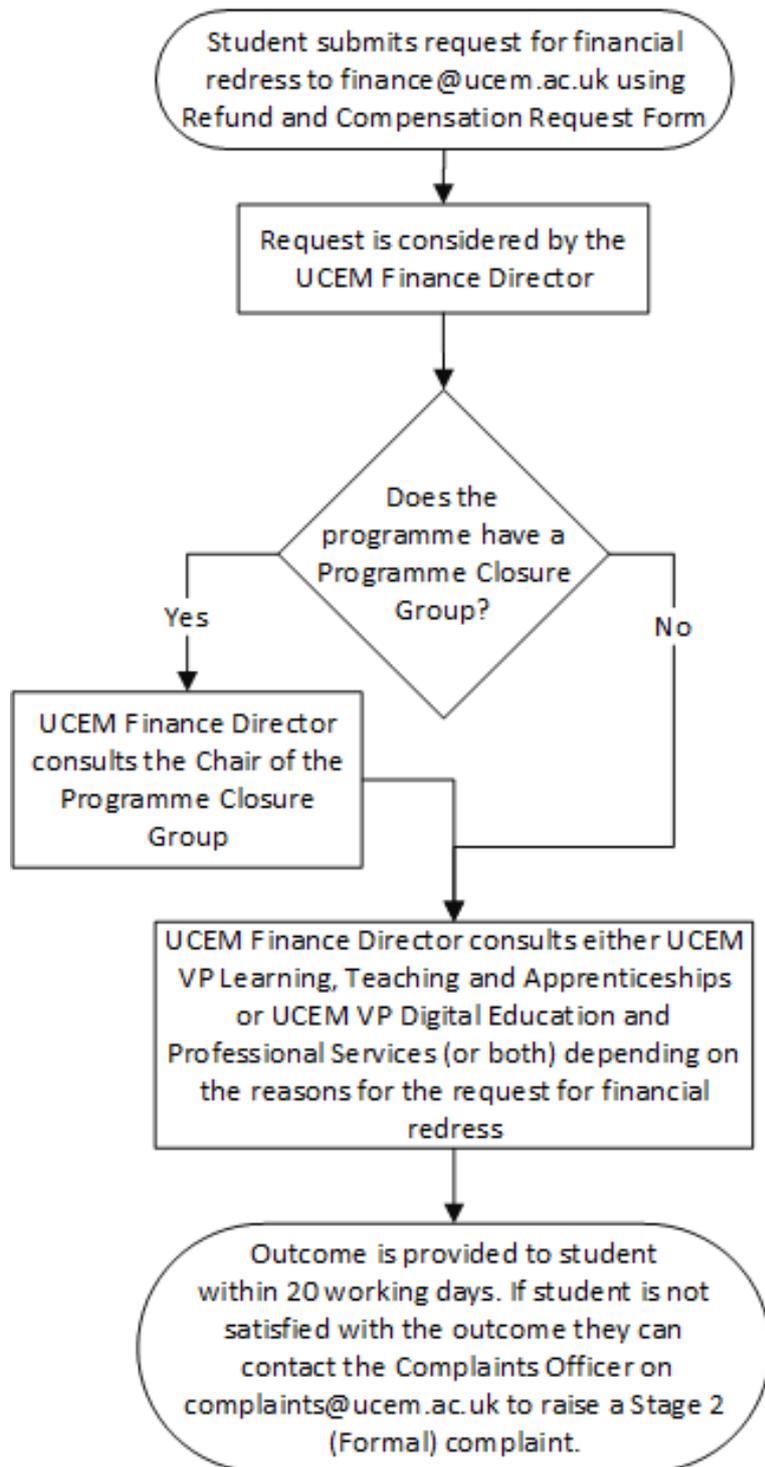
**11. Approval and review of this Policy**

This Policy is subject to annual review and approval by the Executive and Finance Director.

## Appendix A - Process for managing non-routine refunds/compensation claims diagram

If you are eligible for a refund through clause 4.1 or 4.2.1 or 4.3.1 of this policy, your refund will automatically be processed and you do not need to request this.

For anything that falls outside of clause 4.1 or 4.2.1 or 4.3.1, your request for financial redress will follow the process shown in the diagram below.



## **Annex 3**

# **Key extracts of UCEM Student Complaints Procedure at the date of drafting this document**

Please note the full procedure is held on UCEM's website here: <https://www.ucem.ac.uk/code-of-practice/>

## Coronavirus (COVID-19) Update

Due to the coronavirus (COVID-19) pandemic we can temporarily not accept complaints sent in hard copy to the UCEM offices. Please do not send any correspondence regarding complaints to the postal addresses outlined in the procedure as they will not be received. If you wish to submit a Stage 1 complaint, please review section 4.1 of the procedure and contact the relevant department at the source of the complaint. If you wish to submit a Stage 2 or 3 complaint, please follow the steps outlined in section 4.2 or 4.3 of the procedure and submit your request via email to [complaints@ucem.ac.uk](mailto:complaints@ucem.ac.uk).

### 1. Introduction

The Procedure applies to all individuals who are applying to study or are studying on UCEM programmes. Former students may complain according to the timelines set out in this Procedure.

The procedures outlined below have been established with the aim, where possible, of resolving complaints informally and through negotiation between those individuals who are immediately concerned with the issue. If a complaint is deemed by UCEM to be of a particularly serious nature, UCEM reserves the right to move the complaint to formal investigation at the most appropriate stage of the procedures from the outset.

In exceptional circumstances, UCEM reserves the right to investigate complaints, and then to decline to consider any that are merely vexatious or abusive. UCEM will provide a brief response outlining the reasons for deciding not to investigate further but will not enter into lengthy correspondence about such cases. Making repeated and/or unfounded false, malicious and vexatious complaints may be considered misconduct and result in the application of the Disciplinary Procedure.

### 2. Definitions

A 'complaint' is defined as 'an expression of dissatisfaction by one or more students about UCEM's action or lack of action, or about the standard of service provided by, or on behalf of UCEM'.

An 'appeal' is 'a request for a review of a decision taken by an individual or academic body charged with making decisions about students' progression, assessment, and awards'. Procedures for appeals are dealt with through a different process, as detailed in the Student Appeals Procedure on the UCEM Website. A formal complaint cannot be raised whilst a matter is in the process of being considered as an appeal.

A person who makes a complaint is known as the 'complainant'.

### 3. Guide to making a Complaint

Students are encouraged to let UCEM know if things could be improved.

The complaint must be raised informally (Stage 1) normally within 20 working days of the cause for complaint. If the complaint is not resolved at Stage 1 the complainant must raise the complaint to Stage 2, normally within 20 working days of receipt of the outcome of Stage 1. If the complaint is not resolved to the complainant's satisfaction at Stage 2 the complainant must raise the complaint to Stage 3, normally within 20 working days of the outcome of Stage 2. Only in exceptional circumstances will UCEM consider a complaint outside of these timescales, where there is medical evidence, such as mental health issues which has prevented submission. Requests will be considered in consultation with the Disability and Wellbeing Adviser, to ensure compliance with the Equality Act 2010.

Separate provisions apply for those studying on a programme validated by, or delivered in conjunction with, partner institutions.

If the complainant reaches the end of the UCEM process and is still not satisfied and wishes to raise the complaint to the Office of the Independent Adjudicator (OIA) this must occur within twelve months of receipt of the 'Completion of Procedures letter'.

A student should submit their own complaint. However, if a student has a disability or other impairment which makes them unable to make their complaint effectively, they can contact the Complaints Officer, by sending an email to [complaints@ucem.ac.uk](mailto:complaints@ucem.ac.uk) for details on how to appoint a representative. In dealing with the complaint, UCEM may still wish to have direct contact with the student during the investigation process. Only in exceptional circumstances can an anonymous complaint be made, and there must be exceptional reasons why the complaint has to be anonymous. These should be discussed with the Complaints Officer in the first instance.

UCEM has made a commitment that no student will be penalised for complaining, and guidance has been given to academic staff to this effect. Members of staff involved in handling the various stages of a particular complaint are obliged to ensure that such a complaint does not influence the assessment of the complainant's academic work, or the way in which the student is treated.

UCEM will ensure, as far as is reasonably practicable, that where a complaint is upheld, appropriate remedial action is taken. Any resulting restitution could include reasonable and proportionate expenses necessarily incurred by a successful complainant.

#### 4. **Stages of Procedure**

Before making a complaint, it is recommended that students seek advice and guidance from a trusted source, such as the Lead Student Representative, Student Support, the Apprenticeship Team or their tutor. The Complaints Officer will be pleased to provide impartial advice regarding the Student Complaints Procedure.

##### **Stage 1: informal direct complaint at source**

Complaints should be raised as soon as possible and normally no later than 20 working days after the issue has arisen. The complainant should first raise the complaint directly with the department at the source of the complaint, as soon as possible and normally within 20 working days of the issue arising. For example, if the complaint is about a module, contact the module or programme leader directly; if the complaint is about admissions, contact the admissions team directly; or if the complaint is about an apprenticeship, contact the appropriate Apprenticeship Outcomes Officer directly. If a student is unsure who to raise their complaint to, they can raise an enquiry in Student Central. The aim is to resolve the problem directly and informally at the earliest opportunity. An initial acknowledgement should be sent to the complainant within two working days of receipt of the complaint. It is anticipated that the vast majority of complaints will be resolved in this manner.

Although Stage 1 is informal, the member of staff involved should provide a full response to the complainant. The outcome should be provided within 20 working days of receipt of the informal complaint.

If the complainant is not satisfied with the action taken at this level, they may choose to proceed to Stage 2 of the procedure. If the complainant wishes to proceed to Stage 2, they must notify UCEM, normally within 20 working days of receiving the outcome of Stage 1.

If a complainant feels unable to approach the relevant department, Programme Leader or Student Adviser, or is not satisfied with the response to the complaint, the complainant should make a formal complaint (see Stage 2 below).

##### **Stage 2: formal complaint to the Complaints Officer**

Formal complaints can be made to the Complaints Officer by completing the [Student Complaints Form \(downloads Word document\)](#) and submitting it, along with any relevant evidence, to the Complaints Officer via email to [complaints@ucem.ac.uk](mailto:complaints@ucem.ac.uk).

Alternatively, complainants can send the completed form and evidence to the following address:

- The Complaints Officer, University College of Estate Management, Horizons, 60

Queen's Road, Reading, RG1 4BS;

Evidence to support a complaint may include medical evidence, communication on the VLE and copies of relevant correspondence. All evidence received will be confidential, and only those who need to review the evidence as part of the complaints process will have access to the information.

The Complaints Officer will acknowledge the complaint within 2 working days of its receipt. After a brief investigation into the problem, the complainant will be contacted again to be advised of the timescale of the inquiry into the complaint. The Complaints Officer will allocate the complaint to an 'Investigating Officer' who has not been previously involved with the complaint. The 'Investigating Officer' will be a senior member of UCEM staff.

The Investigating Officer will review all papers submitted and meet with relevant members of staff to review the complaint. The Investigating Officer may also speak with the complainant to clarify facts, where required.

A written response relating to the findings of the inquiry will be issued by the Investigating Officer within 20 working days from the date of receipt of the original complaint.

If the complainant is not satisfied with the action taken at this level, he/she may choose to proceed to Stage 3 of the procedure. If the complainant wishes to proceed to Stage 3 they must notify UCEM, normally within 20 working days of receiving the outcome of Stage 2.

### **Stage 3: review**

If the complainant wishes to proceed to stage 3, they should write to the Complaints Officer, and request for the case to be referred for review, normally within 20 working days of the receipt of the Stage 2 outcome. Stage 3 is undertaken by an external independent reviewer, normally an Independent Trustee from the Board of Trustees, who sits outside of UCEM's management structure. The purpose of the review is to ensure that the correct procedure has been followed by UCEM, and the outcome is reasonable. The reviewer will not re-investigate the complaint unless new evidence has been presented.

UCEM's Executive will consider the report from the Stage 3 Reviewer when providing UCEM's response to the complainant's Stage 3 complaint. The Complaints Officer will issue the Stage 3 response within 20 working days of receipt of the complainant request for a Stage 3 review. The complainant will also receive a Completion of Procedures letter within 28 days, which details UCEM's final response to the complaint and confirms that the end of the UCEM complaints procedure has been reached.

This is the end of UCEM's internal complaint procedures. If the complainant is not satisfied with the action taken at this level, there are some further options presented below.

### **Complaint to the Office of the Independent Adjudicator (OIA)**

If on completion of the UCEM Complaints process the complainant is still not satisfied that the complaint has been dealt with in an appropriate manner, they may contact the Office of the Independent Adjudicator (OIA) for Higher Education within twelve months of being issued with a Completion of Procedures letter from UCEM.

For further information about the Office of the Independent Adjudicator (OIA) for Higher Education and how to submit a complaint please visit the [OIA website \(opens new window\)](#), or write to them at the following address: The Office of the Independent Adjudicator, Second Floor Abbey Gate 57 – 75 Kings Road Reading RG1 3AB.

Please note there are some complaints that the OIA cannot look at and these are outlined on their website.

This is the final point of recourse, and the decision of the Office of the Independent Adjudicator (OIA) is final.

## 5. **Student Complaints about UCEM Staff Conduct**

Complaints about staff conduct should be submitted by completing a [Student Complaints Form \(downloads Word document\)](#) to [complaints@ucem.ac.uk](mailto:complaints@ucem.ac.uk) as soon as possible and normally within 20 working days of the cause for complaint. The complainant will receive an acknowledgement of receipt within 2 working days.

Complaints about UCEM staff will initially be reviewed by the Director of HR who will determine who is the best person to investigate the complaint. In some cases it may be appropriate for the Director of HR to lead the investigation, either informally or formally in accordance with the UCEM Staff Disciplinary Procedure. To investigate the complaint, the Investigating Officer will review all papers submitted and meet with relevant members of staff. The Investigating Officer may also speak with the complainant if they need to clarify any facts of the complaint.

UCEM will aim to provide a written response as soon as reasonably possible, normally within 20 working days. However, sometimes the nature of employment-related investigations can be complex and extend beyond the 20 working day response, UCEM is required to adhere to employment legislation and statutory guidance throughout the process. In these cases UCEM will keep the complainant updated on the progress of their complaint.

Due to the confidential nature of employment investigations, UCEM may not be able to disclose the findings of the investigation, nor confirm what action has, may or may not be taken as a result of the outcome of the investigation. This includes whether UCEM will deal with the complaint on an informal or formal basis with the member of staff. UCEM will, still provide a formal written response outlining UCEM's position in as much detail as it is possible to give.

Should the complainant feel dissatisfied with the action taken in response to the formal complaint, they should respond to [complaints@ucem.ac.uk](mailto:complaints@ucem.ac.uk) to explain why within 20 working days of receipt.

A member of UCEM's Executive team who has not previously been involved in the complaint will review the complaint. The purpose of the review is to ensure that appropriate procedures have been followed correctly by UCEM, and the outcome is reasonable, as well as to consider any new evidence submitted. The reviewer will not re-investigate the complaint unless new evidence has been presented.

UCEM will try to provide the complainant with a written response, within 20 working days of receipt. This may not be possible if constrained by employment-related investigations. In these cases, UCEM will aim to provide the complainant with a response as soon as reasonably possible and will keep them updated on progress.

## 6. **Student Complaints about other Students**

Complaints about other students should be submitted using a [Student Complaints Form \(downloads Word document\)](#) to [complaints@ucem.ac.uk](mailto:complaints@ucem.ac.uk) .

The procedure for investigating a complaint against another student making an informal complaint is the same process as outlined in Stage 1. If the complaint is not resolved at Stage 1 and the complainant wishes to proceed to Stage 2, an Investigating Officer will be appointed. The student against whom the complaint has been made may be asked to attend a meeting, to which they may be accompanied by a Student Representative, or another student enrolled on the programme. The Complaints Officer will liaise closely with both parties at each stage of the process, and the investigation will be confidential, and comply with data protection requirements. If the complaint is not resolved at Stage 2, Stage 3 of the procedure applies.

# **Annex 4**

## **UCEM Code of Practice**

1. Code of Practice Chapter on Neurodiversity, Disability and Wellbeing
2. Code of Practice Chapter on Programme Planning, Monitoring and Evaluation
3. Code of Practice Chapter on Student Academic and Behavioural Conduct
4. Code of Practice Chapter on Student Appeals and Complaints
5. Code of Practice Chapter on Equality and Diversity
6. Code of Practice Chapter on Safeguarding and Prevent



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# **UCEM Code of Practice**

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## Neurodiversity, Disability and Wellbeing

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# 1. Introduction

- 1.1 The Disability and Wellbeing Team provide information advice and guidance to prospective and current students on the support and reasonable adjustments that could be provided during their studies. All students can contact the Disability and Wellbeing Team at any stage of their studies.
- 1.2 This Code of Practice Chapter provides a framework for the implementation of reasonable adjustments to support students with a disability or neurodiversity. UCEM aims to ensure that all students achieve their full academic potential and that no student is disadvantaged because of a disability, neurodiversity or health condition.
- 1.3 UCEM has a duty to anticipate reasonable adjustments in the design of its programmes and their assessment, and in the development and provision of other facilities and services that support students and their learning. A reasonable adjustment is a reasonable variation or alteration made to UCEM processes so that a disabled student can access without disadvantage the higher educational opportunities of UCEM, as an online institution, without compromising the expected academic standards. There is no duty on UCEM to make adjustments to genuine academic competence standards.
- 1.4 UCEM is subject to the Equality Act 2010 (the “Act”). The Equality Act 2010 requires that UCEM pays due regard to the need to: “advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it”.
- 1.5 The Act confirms that a person has a disability if:
  - a) they have a physical or mental impairment; and,
  - b) the impairment has a substantial and long-term adverse effect on their ability to carry out normal day-to-day activities.
- 1.6 According to the Act, the effect of an impairment is a long-term effect if:
  - a) it has lasted at least 12 months;
  - b) the period for which it lasts is likely to be at least 12 months; or
  - c) it is likely to last for the rest of the life of the person affected.
- 1.7 The Act (section 20) confirms the following requirements for reasonable adjustments:
  - (i) where a provision, criterion or practice (of an institution) puts a disabled person at a substantial disadvantage in relation to a relevant matter in comparison with persons who are not disabled, to take such steps as it is reasonable to have to take to avoid the disadvantage.
  - (ii) where a physical feature puts a disabled person at a substantial disadvantage in relation to a relevant matter in comparison with persons who are not disabled, to take such steps as it is reasonable to have to take to avoid the disadvantage.
  - (iii) where a disabled person would, but for the provision of an auxiliary aid, be put at a substantial disadvantage in relation to a relevant matter in comparison with persons who are not disabled, to take such steps as it is reasonable to have to take to provide the auxiliary aid.

# UCEM Code of Practice

## Neurodiversity, Disability, and Wellbeing

- 1.8 Neurodiversity refers to the different ways the brain can work and interpret information. It highlights that people naturally think about things differently. UCEM recognises autism spectrum disorders, ADHD, and specific learning difficulties as examples of neurodiversity
- 1.9 UCEM is also committed to operating within the precepts set out in [Quality Assurance Agency \(QAA\) Quality Code \(opens new window\)](#) for the assurance of academic quality and standards in higher education which relates to its treatment of disabled students.
- 1.9 Equality of opportunity involves enabling access for people who have differing individual requirements as well as eliminating arbitrary and unnecessary barriers to learning. In addition, disabled students and non-disabled students are offered learning opportunities that are equally accessible to them, by means of inclusive design wherever possible and by means of reasonable individual adjustments wherever necessary.
- 1.10 The Data Protection Act 2018 and General Data Protection Regulation (GDPR) define information about a person's physical or mental health to be sensitive personal data (or "special categories of personal data" under GDPR). The information must be treated even more carefully in terms of whether, and why, it needs to be collected and who can have access to it. This data is requested for specific purposes and will not be used for any other purpose. Nor will sensitive personal data be released to a third party without the student's consent, unless it is necessary to protect the vital interests of the student or another person. Students' sensitive personal data will only be kept for as long as it has a purpose. UCEM's [Data Protection Policy and Privacy Policy \(opens new window\)](#) set out how this information is collected and how it can be used.

## 2. Responsibility

### UCEM

- 2.1 The Disability and Wellbeing Team has primary responsibility for working with individual students with disabilities and neurodiversity in advising on their support needs and recommending an appropriate course of action.
- 2.2 If a student does not have a diagnosed disability or neurodiversity the Disability and Wellbeing Team will work with them to answer any queries, signpost to external services, or provide support with accessing an assessment or diagnosis.
- 2.3 The Disability and Wellbeing Team must respect the dignity and confidentiality of a student disclosing a disability or neurodiversity. Information will not be disclosed further without the student's prior written consent and if this consent is given, any further disclosure will be on a need to know basis. Confidentiality must be broken in cases where failure to do so might put at risk the health and safety of the student or others, in keeping with the [UCEM Safeguarding Procedure \(opens new document\)](#).

# UCEM Code of Practice

## Neurodiversity, Disability, and Wellbeing

- 2.4 Should a student disclose to a member of staff at UCEM or should a member of staff become aware of a student with a disability or neurodiversity, written consent to share the information will be required before it can be passed to the Disability and Wellbeing Team. Students should be aware that when applying for mitigating circumstances a member of the Disability and Wellbeing Team will be notified of any cases regarding neurodiversity, disability, and wellbeing. A member of the Team will also be present at Mitigating Circumstances Committee meetings.
- 2.5 All information regarding disability is treated as sensitive and is not shared with another party without the student's consent, unless there is a genuine safeguarding concern, in which case information will be shared on a need to know basis in keeping with the UCEM Safeguarding Procedure. The Disability and Wellbeing Team uses a Case Management system to ensure that information regarding a student's disability is kept confidential.
- 2.6 Where additional support funding is being claimed through The Education and Skills Funding Agency (ESFA), UCEM monitors the students' needs and their use of the support provided.
- 2.7 Where information needs to be shared for the provision of student support the Disability and Wellbeing Team use UCEM's data management systems to share relevant information with appropriate staff, in accordance with the student's additional support plan.
- 2.8 UCEM is committed to supporting student wellbeing and recognises that a positive approach to managing physical and mental health is crucial to a student's learning and overall academic achievement. UCEM also recognises there are sometimes circumstances where it is in the best interest of the student for them to stop studying, either temporarily or permanently. In such circumstances UCEM may initiate the [Fitness to Study Procedure \(opens new window\)](#).
- 2.9 UCEM as an institution accepts overall responsibility for implementation of this Code; however individual students are required to abide by the principles set out below.

### STUDENT

- 2.10 Students are encouraged to disclose their disability, neurodiversity, or any other need for additional support at the application stage. In addition, the Disability and Wellbeing Team will make students aware of the service at appropriate times during the semester, so that support can be discussed. It should be noted that where a student chooses not to disclose a disability it is more difficult for UCEM to comply with its legal obligations under the Equality Act.
- 2.11 Students need to comply with UCEM procedures for determining and implementing their support and adjustments. Reasonable adjustments cannot be delivered unless a disability or neurodiversity is disclosed, appropriate evidence provided, and consent given for dissemination of necessary information to a limited number of individuals on a 'need to know basis'.
- 2.12 If a student does not have a diagnosis but is concerned their studies may be being adversely affected by a suspected disability, neurodiversity or health condition they are encouraged to contact the Disability and Wellbeing Team as soon as possible for advice and guidance.

# UCEM Code of Practice

## Neurodiversity, Disability, and Wellbeing

- 2.13 If the needs of a student change after they have signed an additional support plan, they are encouraged to notify the Disability and Wellbeing Team as soon as possible. If the student, no longer feels they require an additional support plan they must confirm this by signing a Cancelled ASP Disclaimer form, this must be requested in writing from the Disability and Wellbeing Team through Student Central.
- 2.14 For information on what is considered as appropriate diagnostic evidence please refer to the [Neurodiversity, Disability and Wellbeing procedure document](#). Any further queries should be emailed to [disabilitysupport@ucem.ac.uk](mailto:disabilitysupport@ucem.ac.uk).
- 2.15 Students are also encouraged to refer to the [Student Charter](#), specifically to those points referring to their responsibilities as a student.

### 3. Accessibility

- 3.1 As an online provider of education UCEM does not have a physical campus. If external premises are used for events, such as workshop or graduation ceremonies, the Disability and Wellbeing Team will work with students to ensure that they are able to access these sites or make alternative arrangements.
- 3.2 UCEM is committed to making its website and materials accessible, in accordance with the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018. More information can be found on individual sites accessibility statements.

### 4. Admissions

- 4.1 UCEM does not discriminate on the grounds of disability. Information about the requirements of individual courses is available in the prospectus and through the website. Students should refer to the [Code of Practice: Admissions and Recognition of Prior Learning Chapter \(opens new window\)](#).
- 4.2 The Disability and Wellbeing Team offers advice and guidance to any person with a disability, neurodiversity or health condition as well as anyone with queries regarding disability and wellbeing support who is considering studying with UCEM.

### 5. Reasonable Adjustments

- 5.1 A reasonable adjustment is a reasonable variation or alteration made to university processes so that a student with a disability, neurodiversity, or wellbeing issue can access the educational opportunities of the institution without compromising the expected academic or professional standards. There is no duty on UCEM to make adjustments to genuine competency standards.
- 5.2 UCEM has a duty to make anticipatory reasonable adjustments through an inclusive and accessible learning and teaching environment.

## UCEM Code of Practice

### Neurodiversity, Disability, and Wellbeing

- 5.3 When a disability, neurodiversity, or wellbeing issue is declared at the admissions stage, or at any time during their study with UCEM, the student will be contacted by the Disability and Wellbeing Team and offered support in identifying needs and drawing up an Additional Support Plan, if appropriate. Where the student has declared a disability, neurodiversity, or wellbeing issue on their application form, they will be contacted within 10 working days of them receiving their offer letter.
- 5.4 For students with disabilities as defined by the Equality Act 2010, adjustments are only made from the point at which a signed Additional Support Plan is returned
- 5.5 At this stage the Disability and Wellbeing Team will provide the relevant Academic staff with access to the information within the students Additional Support Plan.
- 5.6 A new Additional Support Plan must be put in place for any new programme of study undertaken by the student.
- 5.7 Reasonable adjustments, including consideration of alternative form of assessment, will be determined on a case by case basis. The support offered will vary according to the student's individual needs.
- 5.8 Reasonable adjustments are made on the basis of identifiable evidence verified by the Disability and Wellbeing Team. It should be noted that reasonable adjustments a student may have had at a previous educational institution prior to their starting a programme of study at UCEM will not necessarily be adopted.
- 5.9 Once all reasonable adjustments have been arranged, normal academic, general, and assessment regulations will apply.
- 5.10 Although short term health conditions are not specifically referred to in the Equality Act 2010, UCEM will take an empathetic approach to significant and properly verified short term conditions. This Code of Practice defines a "short term condition" as any condition not covered by the definition of a disability as defined by the Equality Act 2010. If reasonable adjustments cannot be made for a short-term condition, the student should submit mitigating circumstances.
- 5.11 The UCEM Mitigating Circumstances procedure be used in cases where it has not been possible to make reasonable adjustments, or the reasonable adjustments implemented were not sufficient. [The Mitigating Circumstances Procedure \(opens new window\)](#) should be consulted in addition to this Code of Practice.

## 6. Staff Development

- 6.1 UCEM ensures that all staff involved with disability, neurodiversity and wellbeing provision are informed and clear about their roles and responsibilities.
- 6.2 All UCEM student support staff receive an induction with the Disability and Wellbeing Team, so that they are fully aware of the support that is offered and are able to refer students to the Team, when required. Advice from the Disability and Wellbeing Team is available to all UCEM staff throughout the year.
- 6.3 All academic staff receive ongoing training, advice and briefing throughout the year
- 6.4 The Disability and Wellbeing Team is committed to CPD and ensure that they remain informed about current internal and external policy, procedures and guidelines.

## **7. Monitoring, Review and Student Feedback**

- 7.1 The Disability and Wellbeing Team monitors and tracks supported students during each semester. It also provides an outcomes-based report for each academic programme.
- 7.2 Student feedback on the service is collated annually and forms part of the Disability and Wellbeing Service annual report which is reviewed by the Quality Standards Enhancement Committee.
- 7.3 Students in turn are informed of developments and improvements to the service which are made as a result of their feedback.
- 7.4 The Code of Practice is reviewed four yearly by the Quality Standards Enhancement Committee.

## Appendix A Related Policies

This policy should be read in conjunction with the following:

- [UK Quality Code, Advice and Guidance: Enabling Student Achievement \(opens new window\)](#)
- [OfS \(2020\) Effective Practice in Access and Participation \(opens new window\)](#)
- [UCEM Code of Practice \(opens new window\)](#)
- [Neurodiversity, Disability and Wellbeing Procedure \(opens new window\)](#)
- [Privacy and data protection policy \(opens new window\)](#)
- [Student Charter \(opens new window\)](#)
- [UCEM Code of Practice: Equality and Diversity \(opens new window\)](#)
- [Code of Practice: Admissions and Recognition of Prior Learning \(opens new window\)](#)
- [Code of Practice: Safeguarding and Prevent \(opens new window\)](#)

## Appendix B Benchmarked Policies

[QAA \(2013\) UK Quality Code for Higher Education. Part B: Assuring and Enhancing Academic Quality. Chapter B4 Enabling Student Development and Achievement \(opens new window\)](#)

[OIA \(2017\) The Good Practice Framework: Supporting Disabled Students \(opens new window\)](#)

[University of Surrey Disability Policy \(opens new window\)](#)

[University of Kent Disability Policy \(opens new window\)](#)



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# **UCEM Code of Practice**

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## Programme Planning, Monitoring and Evaluation

Version: 4.00  
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**UCEM Code of Practice**  
**Programme Planning, Monitoring and Evaluation**

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# UCEM Code of Practice

## Programme Planning, Monitoring and Evaluation

### 1. Introduction

UCEM recognises that programme monitoring, evaluation and planning is key to meeting the following expectations for standards and quality as set out by the QAA UK Quality Assurance Agency in the Quality Code for Higher Education (QAA, March 2018):

- *The academic standards of courses meet the requirements of the relevant national qualifications framework.*
- *The value of qualifications awarded to students at the point of qualification and over time is in line with sector-recognised standards.*
- *Courses are well-designed, provide a high-quality academic experience for all students and enable a student's achievement to be reliably assessed.*
- *From admission through to completion, all students are provided with the support that they need to succeed in and benefit from higher education.*

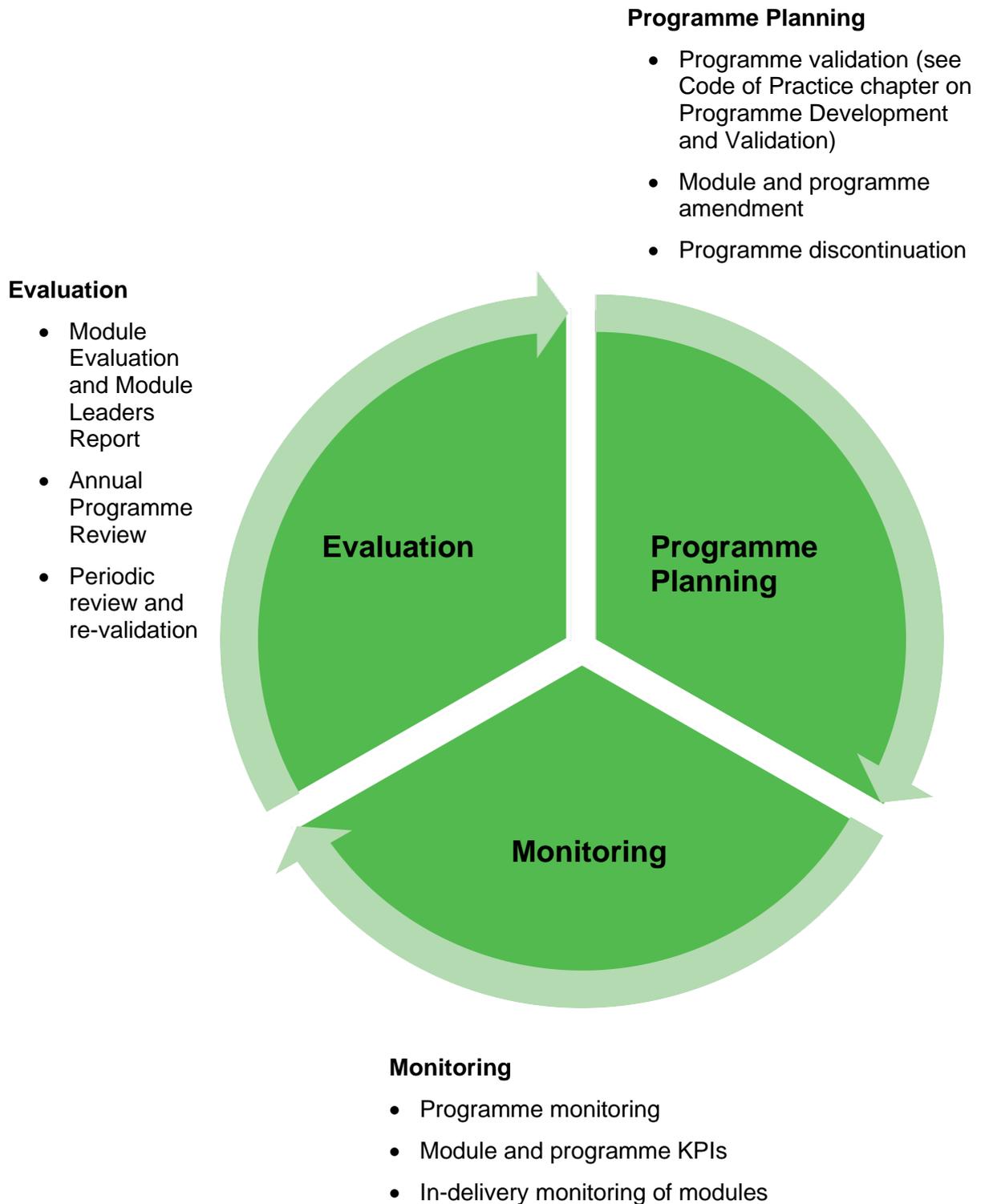
These expectations are supported by the following core practices:

- *The provider ensures that the threshold standards for its qualifications are consistent with the relevant national qualifications frameworks.*
- *The provider ensures that students who are awarded qualifications have the opportunity to achieve standards beyond the threshold level that are reasonable comparable with those achieved in other UK providers.*
- *The provider designs and/or delivers high-quality courses.*
- *The provider supports all students to achieve successful academic and professional outcomes.*
- *The provider actively engages students, individually and collectively, in the quality of their educational experience.*

This Code of Practice sets out UCEM's policy on monitoring, evaluation and planning for both further and higher education programmes. The below diagram sets out a high-level diagram of UCEM's cyclical approach to monitoring, evaluation and programme planning.

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## Programme Planning, Monitoring and Evaluation



This Code of Practice chapter sits alongside the Code of Practice chapter on Programme Development and Validation and is also supported by the detailed procedural documents on Programme Monitoring and Review and Programme Amendment and Discontinuation.

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## 2. Programme planning

UCEM undertakes programme planning linked into the processes of monitoring and evaluation to ensure that its programmes remain fit for purpose. Programme planning encompasses programme validation and apprenticeship programme approval, programme and module amendment and programme or award discontinuation. The principles of programme validation and apprenticeship approval are, however, not covered in this chapter as they are set out in the Code of Practice chapter on Programme Development and Validation. This section sets out UCEM's policy on programme and module / unit amendment and programme discontinuation, the detailed procedures for which are set out in the Programme Amendment and Discontinuation Procedure.

### 2.1 Programme and module / unit amendment

As part of Programme Review it may have been identified that it is necessary to make changes to a programme or to the module / units within the programme. UCEM operates a window each year where changes can be requested; changes outside of this window will only be approved if they are clearly in the best interests of students and following consultation with students and applicants.

Requests for changes are divided into three categories – editorial, minor and major and then processed accordingly with the correct level of approval.

#### **Editorial changes include:**

- amendments to definitive programme documentation and/or module / unit descriptor(s) to address typographical errors, clarify wording or amend module / unit codes;
- amendments to a programme specification to incorporate items approved under sections minor or major amendments (below);
- alterations to module / unit descriptors to update topics, staff details or other module / unit resources;
- other similar amendments as agreed with AQU.

#### **Minor amendments include:**

- the addition and/or deletion of individual validated option unit / modules within a programme that do not affect mapping against programme learning outcomes, as so long as this does not affect any PSRB accreditation;
- the addition of changes to the learning outcomes of a unit / module that do not affect mapping against programme learning outcomes;
- changes to the assessment methods or weightings for a unit / module;
- changes to the title of a unit / module;
- other similar amendments as agreed with AQU.

AQU is responsible for monitoring the cumulative impact of all changes to a programme and where a series of minor changes exceeds 25% of the total programme credit it will be treated as a major amendment and may trigger a revalidation of the programme (see below\*).

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### Major amendments include:

- a change to the title of a programme;
- the addition of a new pathway within an existing programme;
- changes to the means of delivery affecting either all students or a proportion of them (for example, those within a particular geographical area);
- the deletion of a core module / unit within a programme that may affect mapping against programme learning outcomes and/or any PSRB accreditation;
- the addition of one or more previously un-validated option modules / units;
- the deletion of a group of option modules / units at one time that do not affect mapping against programme learning outcomes, and as long as this does not affect accreditation or pathways accreditation unless this accreditation is no longer available;
- other similar amendments as agreed with AQU.

\*AQU will monitor the cumulative impact of all changes to a programme. In the event of a series of minor and major changes collectively affecting more than approximately 25% of the total programme credits, any further proposal for amendment may require the programme to be reviewed and revalidated following discussion with the Vice Principal Learning, Teaching and Apprenticeships.

All proposed changes must be considered in relation to:

- the impact on students and applicants including those with specific protected characteristics defined under the Equality Act 2010;
- compliance with Competition and Markets Authority Consumer Law;
- timelines for implementation and the impact the changes will have on other UCEM programmes and modules / units;
- UCEM Terms and Conditions of Contract; and
- UCEM Student Protection Plan.

Changes to programmes must not be advertised or implemented until the programme amendment process is successfully completed.

## 2.2 Discontinuation of a module / unit, programme / apprenticeship or award

Programmes / apprenticeship, awards and modules / unit may be either temporarily suspended for a defined period of time or permanently discontinued.

Discontinuation of a programme / apprenticeship normally starts with a decision to suspend recruitment therefore allowing students already enrolled on the programme to complete within the normal timeframe or transfer to another programme.

Any decision to discontinue a programme / apprenticeship will ensure that student interests are considered, and that appropriate student consultation is undertaken. The programme run-out will be undertaken in line with UCEM's Student Protection Plan to ensure that individual students are not disadvantaged.

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The UCEM Student Protection Plan states that in the event of a programme closing a student support plan will be put in place which details how student interests will be protected in line with the institutional student protection, what risks are associated with closing the programme and how the risks will be mitigated, the student and stakeholder communication strategy and any changes to programme management and delivery arrangements during the runout. Oversight of the implementation of the student support plan rests with UCEM's Quality Standards and Enhancement Committee.

Authority to either to temporary suspend recruitment or to permanently discontinue a programme rests with either the Academic Board, for academic grounds, or the Principal, who has authority to discontinue a programme on grounds of financial viability or resource availability, following consultation with the UCEM Executive. The decision to discontinue a programme on financial grounds must be reported to the Academic Board.

Where several programmes are closing this should be reported to the Deputy Principal so that consideration can be given as to whether this is a reportable event under Regulatory advice 16: Reportable events and the Office for Students must be notified.

Authority to discontinue a module rests with the Vice Principal Learning, Teaching and Apprenticeships and should be reported to the Learning, Teaching and Enhancement Committee, Quality Standards and Enhancement Committee and Academic Board.

### 3. Monitoring

All UCEM modules / units and programmes are subject to monitoring. By monitoring UCEM uses the QAA definition of monitoring which is 'the routine collection and analysis of information that focuses on an area of work, project or programme/course, undertaken while the area of work, project or programme/course is ongoing' (p.1)<sup>1</sup>. Through monitoring UCEM confirms that the standards of UCEM units, modules and programmes are maintained, that their quality is assured, and that opportunities for enhancement are identified and implemented.

Monitoring is evidence based using both qualitative and quantitative data to both identify areas for enhancement as well areas of good practice. This evidence includes student, External Examiner, staff, employer, industry and Professional Statutory Regulatory Body feedback; recruitment, retention and success data; programme KPI data; and recommendations from external review and (re)validation. When using data and other evidence UCEM ensures that it takes account of ethics and data protection requirements and ensures anonymity when using student data and information.

UCEM undertakes monitoring as an ongoing activity throughout the academic cycle at module / unit level through in-delivery monitoring of modules / units, module / unit KPIs and at programme level via Programme Committee meetings and Programme Quality Enhancement Plans.

UCEM sets out clear roles and responsibilities of which members of staff are involved at which stage. Staff involved in monitoring are briefed on their role and provided with opportunities to attend training and development. UCEM also involves key stakeholders such as students in monitoring activities.

The process of monitoring is recorded clearly and is reported into UCEM's deliberative committees, which maintain oversight that monitoring is undertaken effectively and also periodically review monitoring processes to ensure that they remain effective. Monitoring also feeds into the programme evaluation and planning activities (detailed in section 4 below).

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### 4. Evaluation

All UCEM modules / units and programmes are subject to evaluation in line with the QAA definition of evaluation as 'the periodic, retrospective assessment of an organisation, an area of work, project or course, that might be conducted internally or by external independent evaluators. Evaluation uses information from monitoring, current and historic, to develop an understanding and inform planning.' (p.1)2

Evaluation is undertaken at module / unit level through Module / Unit Evaluation following the delivery of each module / unit. As well as monitoring at module / unit level for UCEM's higher education programmes there is also monitoring of modules across academic levels i.e. FHEQ level 4, 5, 6 and 7. This academic level review allows for further investigation into modules that have not met module performance metrics in conjunction with the Module Leaders and helps provide further assurance that appropriate enhancements have been identified to ensure that the module meets performance metrics at the next delivery. For both FE and HE programmes programmes are reviewed on annual basis at the end of the spring semester. Programmes and modules are also reviewed on a cyclical cycle through Periodic Review and Re-validation.

#### 4.1 Module and unit evaluation

Module / Unit evaluation reflects on:

- Academic performance on the module and performance against institutional module KPIs;
- Student feedback;
- Design, content and organisation of resources;
- Tutor resourcing and performance;
- Effectiveness of module enhancements since the last delivery
- Further commentary and recommended enhancements.

The report following module / unit evaluation feeds into the Boards of Examiners and Programme Review. Part of the report includes a review of module / unit resources and identification of any changes required.

#### 4.2 Programme review

Within the UCEM context the purpose of programme review is to:

- Ensure that the programme remains relevant (including in terms of institutional mission) and valid and continues to meet the needs of students and employers;
- Consider the continuing effectiveness of the learning and teaching provision, the assessment regime and student engagement and support mechanisms;
- Consider the appropriateness of the structure and design of the programme in supporting student retention, achievement and progression;
- Monitor trends in student performance, retention and progression over time;
- Reflect upon, and respond to, the views of External Examiners and other external stakeholders;
- Identify opportunities and make recommendations for improvement and enhancement within individual modules / units and at programme level, e.g. in respect of curriculum,

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syllabi, teaching methods, learning materials or unit / module / programme management and administration; and

- Share good practice within and across programmes.

The Programme Review process culminates in the production of a Programme Review Report. Programme Review Reports should be evaluative and reflective rather than descriptive. The process uses both qualitative and quantitative data to evaluate how the programmes are operating. Sources of data and evidence will include:

- External Examiner reports and feedback;
- Module Leader Reports;
- Academic Level Reports
- Student and employer feedback;
- Programme performance data, statistics and trends;
- Recommendations from validations or external review events;
- Feedback from Professional Statutory Regulatory Bodies (PSRBs) or from industry practitioners.

For Higher Education undergraduate and postgraduate programmes the Programme Report is reviewed by the Annual Programme Review Report Panel meeting which reviews and approves the Annual Programme Review Reports ensuring that they have been completed appropriately, with sufficient reflection to lead to enhancement and appropriate enhancements identified on the enhancement plan. The meeting also considers themes noted across the reports and whether any actions need to be raised to the institutional enhancement plan. The Annual Programme Review Report Panel reports into the Quality Standards and Enhancement Committee.

For Further Education programmes the Programme Review meeting feeds into the annual Self-Assessment Process and the writing of the institutional Self-Assessment Report (SAR).

### 4.3 Periodic Review and Re-validation

Periodic review refers to the process used to scrutinise existing programmes before a decision is made to revalidate a programme for continuing delivery. Periodic review has a wider remit than programme monitoring as it takes a retrospective view of the programme looking at previous trends but also includes a forward-looking rationale for change and development. Part of the process is to scrutinise the programme to ensure its continuing validity and relevance. The review will consider:

- The quality of the student learning experience including consideration of teaching and learning strategies, learning resources, student support and student feedback.
- Student outcomes and academic standards including review of student retention and success, reference to subject benchmark statements and qualification frameworks, PSRB requirements and External Examiner reports.
- Continuing currency of the programme and fit with institutional strategy.
- Areas of good practice and plans for future development.
- Areas for enhancement.

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The exercise must be evidence based by looking at the previous monitoring and evaluation processes (including feedback from External Examiners, students and employers) to review the quality and standards of the programme and its current fit with employer and sector needs. The review must also ensure that the programme is enhanced in line with institutional requirements and external reference points.

All UCEM programmes are subject to major periodic review before revalidation after being delivered for a period of time as specified at validation. The normal period of validation for UCEM programmes is for a period of five years. Earlier review however can be triggered as a consequence of cumulative programme amendment, by deliberative committees following feedback from External Examiners and PSRBs or Annual Programme Review or on authority of the Principal.

Academic Board retains ultimate authority for the re-approval of all programmes and modules leading to UCEM award or credit. It however delegates the detailed scrutiny and approval of new programmes and modules to a re-validation panel. The periodic review and re-validation panel will decide whether a programme should be re-validated and if it should be subject to conditions and recommendations. Re-validation panels are convened especially for each event with the size and composition of the panel reflecting the scale and complexity of the event. The approval of the composition of re-validation panels rests with the Director of Academic Quality.

Academic Board also fully delegates the detailed scrutiny and re-approval of apprenticeship programmes to an apprenticeship approval event.

Where a programme has a condition attached, Academic Board delegates authority to the Quality Standards and Enhancement Committee to monitor and approve the resolution of any such conditions.

Following the detailed scrutiny of the periodic review and re-validation documentation and the subsequent discussion with UCEM staff and students, the panel will come to one of the following conclusions:

- i. Approve the proposals without conditions or recommendations;**
- ii. Approve the proposals either with conditions and/or recommendations;**
- iii. Not to approve the proposals in their present form, with reasons.**

The panel should specify the period of validation of the programme, which is normally for a further five years.

Conditions should only be imposed to rectify significant deficiencies in the programme. More minor issues can be dealt with by recommendations. The panel should also identify any areas of good practice as commendations.

Where conditions are set these must be satisfied before the programme is considered re-validated.

The outcome of all periodic review will culminate in a report and action plan which will be reported to Quality Standards and Enhancement Committee (QSEC) and Academic Board. QSEC will monitor progress with the completion of the action plan.

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# 5. Monitoring of procedures

Reports will be provided to QSEC on the outcomes of Programme Review by the Annual Programme Review Report Panel and by the Academic Quality Unit (AQU) following periodic review and re-validation events. An overview and commentary on the effectiveness of procedures followed will also be provided in the annual Academic Quality and Standards Report.

Training will be arranged by AQU for members of staff that are involved in programme planning, monitoring and evaluation to ensure that they can effectively discharge their responsibilities.



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## Student Academic and Behavioural Conduct

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# 1. Introduction

This chapter sets out the broad principles that guide UCEM's approach to managing academic and behavioural conduct.

UCEM aims to promote and develop consistently high standards of academic conduct and behaviour for its students, to prepare them for their professional and personal life, both during and after the completion of their programme.

UCEM anticipates that most of its students will understand and appreciate the importance of adopting and demonstrating good academic practice and professional standards at all times during their studies. However, UCEM also accepts that at times some students may intentionally or unintentionally not adopt and demonstrate the required academic and professional standards of conduct.

This Code of Practice is separate from [UCEM's Fitness to Study Procedure \(opens new window\)](#), which outlines the procedure that will be followed if there are concerns regarding a student's fitness to study i.e. their ability to engage effectively and safely with their studies as a student of UCEM in accordance with the expectations set out in the Student Charter, without unreasonably affecting their wellbeing.

## 1.1 Scope

This Code of Practice and the accompanying procedures apply to all UCEM students studying at levels 3-7. UCEM makes the distinction between academic matters (for example, allegations of plagiarism) and non-academic or behavioural matters (for example, misconduct involving disruptive behaviour) and there are separate processes which are followed. This Code of Practice covers both student academic conduct and behavioural conduct. More extensive guidance on these two areas are available in the accompanying procedures.

This document does not cover conduct by staff towards students. Students must make any complaint about staff conduct through the [Student Complaints Procedure \(opens new window\)](#). Similarly, students wishing to complain about the conduct of other students must use the Student Complaints Procedure.

# 2. Student academic misconduct

Good academic practice and academic integrity are central to the values promoted by UCEM. It is important that all UCEM students are assessed on their own ability and that no student is allowed to gain an unfair advantage over others, or to diminish the quality or academic standing of a UCEM award.

## 2.1 Definition of academic misconduct

UCEM defines academic misconduct as cheating, attempts to cheat, plagiarism, collusion, and any other attempts to gain an unfair advantage in assessments.

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## **2.2 Types of academic misconduct**

**Plagiarism** – Is the fraudulent misrepresentation of the work of others – including ideas, arguments, words, diagrams, images, and data – as one's own. This applies whatever the source e.g. UCEM study material, published books or documents, the Internet, the work of another student or company. It also includes the use of falsified referencing and misrepresenting secondary referencing.

**Self-plagiarism (or double submission)** – Is resubmitting previously submitted work on one or more occasions without proper acknowledgement for separate blocks of credit. It will not normally include work submitted for reassessment/retake within the same assessment.

**Collusion** – Where two or more students submit a substantial amount of identical work in individual assignments each representing it as their own work, or knowingly allowing another student to copy one's own work.

**Contracting another to write a piece of assessed work or writing a piece of assessed work for another student** – This involves any means whereby a person does work (in whole or in part) on behalf of another which is submitted for assessment. It includes undertaking assessments for someone else by a fellow student, employer, employee, friend, or family.

It includes information from 'cheat sites' or 'essay mills' or other sources.

**Falsification of data or making false declarations** – This includes where questionnaire results, interviews or other data are made up or altered.

It also includes making false declarations to obtain special assessment arrangements, including providing false information as part of mitigating circumstances submissions.

**Bribery or attempting to influence UCEM staff** – You must not offer or give any member of UCEM staff money, gifts or any other advantage which is intended to induce or award impropriety in the marking and/or processing of your assessment.

This includes attempting to influence a marker or other UCEM official by writing additional notes on the assessment.

**Ethical breaches** – You must ensure that research is conducted in an ethical and responsible manner. This includes ensuring that approval is granted before undertaking primary research and that data collected from participants is handled in an appropriate way.

## **2.3 Students at level 4 and below**

UCEM makes the distinction between poor academic practice and academic misconduct and is particularly mindful that students at level 4 and below need to learn to write in an academic style required for higher education level study. UCEM will therefore take into account the level of study when considering whether a case should be investigated under its Academic Misconduct Procedure.

## **2.4 Investigation**

Cases of academic misconduct will be investigated in line with the UCEM Academic Misconduct Procedure. Please see Appendix B for a flowchart of the process.

The standard of proof is that of the 'balance of probabilities' rather than 'beyond all reasonable doubt'. Evidence indicating that, on balance of probabilities, academic misconduct has occurred will be deemed sufficient evidence for action to be taken.

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Students who are accused of committing academic misconduct will be given a right to reply which is an opportunity to prepare a statement setting out any mitigating factors. Mitigating factors may include (but are not limited to) a disability or mental health issues. Before a penalty is applied for academic misconduct the case will be reviewed by the Academic Misconduct Panel. Students are entitled to attend this meeting to present their case and can also be accompanied. For students that choose not to attend their response to the right to reply will be fully considered.

The panel will review the evidence and will consider both the severity and intent as well as the level of study, whether there are repeated instances and any mitigating factors provided by the student.

Proven cases of academic misconduct will be recorded on the student record and reported to the Board of Examiners.

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## 2.5 Penalties for academic misconduct

UCEM aims to ensure fairness and consistency in the application of penalties for cases of confirmed academic misconduct and the following penalty scale will be applied.

A: Major	Extent and Significance	Intent To Deceive	Persistence of Misconduct	AMC PENALTY	Examples
	<p>Extensive inclusion of high volumes of source material without any citation or attribution.</p> <p>An extremely high Turnitin Similarity Index may be an indicator.</p> <p>Such a high score could apply to someone who is unaware/unable to demonstrate good academic practice.</p>	<p>Blatant, systematic, and intentional misrepresentation / misuse of source information or data apparent.</p> <p>Blatant and intentional collusion with another student to use or share substantial work as part of an individual assessment.</p>	<p>Repeated acts of misconduct demonstrating a refusal to learn from previous advice or sanctions.</p>	<p><b>A1:</b> Student removed from course without eligibility for lesser award;</p> <p><b>A2:</b> Student removed from course but eligible for lesser award;</p> <p><b>A3:</b> Student failed in relevant modules, with right to resit and classification capped at a pass.</p>	<ul style="list-style-type: none"> <li>• Plagiarism which is substantial in extent or importance: for example, reproducing material, which amounts to three or more pages, from a source / sources without acknowledgement; or the substantial use of ideas and arguments of a source or sources which does not appear in the references or bibliography, where the context is such that it is presented as the student's own ideas.</li> <li>• Falsification of data which is substantial in extent or importance, including the principal data on which the results of a PG dissertation / thesis are based.</li> <li>• Impersonation or being impersonated.</li> <li>• Commissioning someone else to write the assignment, including the use of online academic writing services.</li> <li>• Failure to obtain ethical approval prior to conducting research (obtaining evidence illegally).</li> <li>• Significant ethical breaches including conducting research without prior approval; not retaining personal data securely.</li> </ul>

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<p><b>B: Significant</b></p>	<p><b>Extent and Significance</b></p> <p>Inclusion of significant volumes of source material without citation or attribution.</p> <p>A high Turnitin Similarity Index may be an indicator.</p>	<p><b>Intent To Deceive</b></p> <p>The intentional misrepresentation / misuse of source data or information apparent.</p> <p>Intentional collusion with another student to use or share work as part of an individual assessment.</p>	<p><b>Persistence of Misconduct</b></p> <p>Intermittent acts of misconduct demonstrating a failure to learn from previous advice or sanctions.</p>	<p><b>AMC PENALTY</b></p> <p><b>B1:</b> Student failed in module in which misconduct took place with right to repeat;</p> <p><b>B2:</b> Student has mark reduced to zero for assessment in which misconduct took place with right to repeat;</p>	<p><b>Examples</b></p> <ul style="list-style-type: none"> <li>• Plagiarism which is significant in extent or importance: for example, the unattributed use of substantial paragraphs.</li> <li>• Falsification of data, which is significant in either extent or importance, including work where the data are the basis on which conclusions are derived and knowledge is claimed to be based.</li> <li>• Collusion i.e. unauthorised collaboration on assessable written, oral, or practical work with another person or persons.</li> </ul>
<p><b>C: Minor</b></p>	<p><b>Extent and Significance</b></p> <p>Inclusion of source material without proper citation or attribution.</p> <p>A significant Turnitin Similarity Index may be an indicator.</p>	<p><b>Intent To Deceive</b></p> <p>The unintentional misrepresentation / misuse of source data or information apparent.</p> <p>Unintentional or accidental collusion with another student to use or share work as part of an individual assessment.</p>	<p><b>Persistence of Misconduct</b></p> <p>One-off act of misconduct demonstrating a failure to understand and apply proper referencing practice;</p> <p>OR</p>	<p><b>AMC PENALTY</b></p> <p><b>C1:</b> Student has mark reduced to zero for specific question(s) / tasks in which misconduct took place with right to repeat;</p> <p><b>C2:</b> Student has mark reduced for assessment in which misconduct took place with right to repeat;</p>	<p><b>Examples</b></p> <ul style="list-style-type: none"> <li>• Plagiarism which is minor in extent or importance: for example, the unattributed use of a few sentences or a short paragraph.</li> <li>• Falsification of data, which is minor in either extent or importance, for example data associated with demonstrating known practices. Any falsification of experimental data which are intended to or would normally be expected to generate knowledge, including those in a postgraduate or a final year undergraduate project, cannot be regarded as minor.</li> <li>• To include any/all of those listed in 'D. Marginal'</li> <li>• The use of another Author's ideas or concepts which have been intentionally included as though the student's own work but are actually</li> </ul>

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			the student has previously received good academic practice support for poor academic practice.	<b>C3:</b> Student has mark reduced for specific question(s) / tasks in which misconduct took place with right to repeat.	the work of others. No references, including citations are given. <ul style="list-style-type: none"> <li>The student has submitted work which is either identical or closely related to the work and ideas of another assignment previously submitted by themselves (replication).</li> </ul>
<b>D: Marginal (Poor Academic Practice) Further Education students studying at level 3 and below UG 1<sup>st</sup> year Modules (L4) and/or L5 entry students</b>	<b>Extent and Significance</b>  Inclusion of some source material without proper citation or attribution.  A low Turnitin Similarity Index. May be an indicator.  This may not always be the case & <b>could actually be a high score.</b>	<b>Intent To Deceive</b>  No intention to misrepresent or misuse source data or information apparent.  No Collusion with another student to use or share work as part of an individual assessment.	<b>Persistence of Misconduct</b>  No previous history of academic misconduct.  Most likely unaware of good academic practice & requires guidance.	<b>AMC PENALTY</b>  <b>D1:</b> No penalty – Student sent advisory letter;  <b>D2:</b> No penalty – Student advised of no further action.  Student advised of poor academic practice & sent good academic practice support information, if applicable.	<b>Examples</b> <ul style="list-style-type: none"> <li>Inconsistent, incorrect, and/or incomplete referencing.</li> <li>Direct copying of ‘chunks’ of text, with or without acknowledging the source.</li> <li>Attempted but incorrect paraphrasing.</li> <li>Unintentionally reproducing an existing concept or idea &amp; no reference provided.</li> <li>Overuse of quotes and/or absence of quotation marks.</li> </ul>

## **3. Student behavioural misconduct**

UCEM communicates its conduct expectations of students through its [Academic and Programme Regulations \(opens new window\)](#); [Terms and Conditions of Contract \(opens new window\)](#), [Student Charter \(opens new window\)](#) and additionally for students studying on an apprenticeship programme through the [Apprenticeship Student Conduct Expectations document \(opens new window\)](#) which are available on the UCEM website. Non-compliance with these expectations will be considered on the grounds of either:

- Minor misconduct;
- Major misconduct.

Wherever appropriate, UCEM will attempt to resolve these issues without resorting to formal disciplinary processes. Where possible, UCEM staff will attempt to deal with unacceptable conduct issues through informal processes. Where this is not possible, UCEM staff will deal with the matter in accordance with this policy and the related [Student Disciplinary Procedure \(opens in new window\)](#).

### **3.1 Minor misconduct**

Where there is failure to observe UCEM conduct expectations, but the nature of the misconduct is not of a sufficiently serious nature or is not a recurring issue, it shall be treated as and dealt typically under Stage 1 of the Student Disciplinary Procedure. Examples of behaviour which would be considered as minor misconduct would include swearing or use of offensive/derogatory language (of any kind, including on the grounds of race, sexuality, gender or gender identity) or conduct that disrupts or improperly interferes with the teaching, learning, research, administrative or other activities of UCEM.

In addition, students studying an apprenticeship programme minor misconduct would include unauthorised absence or persistent lateness and insufficient engagement with learning activities.

Please see the Student Disciplinary Procedure for a more extensive list of what constitutes minor misconduct.

### **3.2 Major misconduct**

Where failure to observe UCEM conduct expectations is deemed of a sufficiently serious nature, it shall be treated as major misconduct. Examples of behaviour which would be considered as major misconduct include physical, sexual, or racial assault or violent, indecent, or abusive behaviour or bullying or harassment.

Please see the Student Disciplinary Procedure for a more extensive list of what constitutes major misconduct.

Where offences are criminal, UCEM will report these to the relevant authorities. Action taken under the Student Disciplinary Policy and Procedure may be deferred until the police action, criminal proceedings and/or civil proceedings against the student have been concluded. The student will be notified.

## UCEM Code of Practice

### Student Academic and Behavioural Conduct

## 3.3 Liaison with employers and parents

Where there is alleged misconduct by an apprenticeship student the student's employer shall be informed. In addition, where the apprenticeship student is aged under 19, or where the student is a 19-24-year-old care leaver, the student's parent/guardian shall be informed.

## 3.4 Investigation

Please see the accompanying Student Disciplinary Procedure for full details of how suspected disciplinary offences will be investigated. A summary of the process can also be found in Appendix A of this document.

### 3.4.1 Stage One

In the first instance, the student will normally receive a formal written or verbal warning. A Stage One form will be completed, and a copy provided to the student and for students studying on an apprenticeship programme to the student's Apprenticeship Outcomes Officer and employer.

Records will be kept on the student's file, and a further breach of UCEM conduct expectations will result in a disciplinary being taken to Stage 2.

### 3.4.2 Stage Two

In the second instance, or in more serious cases of disciplinary matters, a Stage 2 disciplinary meeting is held. The outcomes of the Stage 2 disciplinary meeting will be sent to the student and, where relevant, the parent/guardian. For students on an apprenticeship programme a copy will also be provided to their employer. The letter will detail the actions arising from the meeting and the consequences of not meeting those actions.

Records will be kept on the student's file, and a further breach will result in disciplinary action being taken to Stage 3.

### 3.4.3 Stage Three – Final Disciplinary

Should further improvements not be made, and in the most serious cases of disciplinary matters, the student will be invited to a Stage 3 disciplinary meeting with a member of UCEM's Executive, usually a Vice Principal, and Dean of School / Associate Dean or Head of Department, who will consider the case and make recommendations for further actions.

The outcomes of the Stage 3 disciplinary meeting will be sent to the student and, where applicable, the student's parent/guardian. For students on an apprenticeship programme a copy will also be provided to their employer. The letter will detail the actions arising from the meeting and the consequences of not meeting those actions. This may be the final written warning, and failure to comply with conditions set out in the letter and/or any further breaches of UCEM conduct expectations could result in temporary exclusion or the termination of study by the Principal, or on the authority delegated to the Deputy Principal.

## 3.5 Potential sanctions / outcomes

One or more of a combination of the following sanctions may be issued as a result of a disciplinary offence:

- Written pledge from the student to improve conduct for a defined a period.
- A formal apology by the student to an individual or individuals.

## UCEM Code of Practice

### Student Academic and Behavioural Conduct

- First Written Warning – usually the letter following Stage 2, detailing the actions arising from the Stage 2 meeting and the consequences of not meeting those actions.
- Final Written Warning – usually the letter following Stage 3, detailing the actions arising from the meeting and the consequences of not meeting those actions.
- Payment for the cost of repairing damage or replacing damaged item(s) as appropriate, in the case of damage to property or any other situation involving financial loss.
- Temporary exclusion for a fixed period of time by the Principal or authority delegated to the Deputy Principal. The terms will be notified to the student in writing and may include a requirement that the student shall have no contact with a named person or persons.
- Termination of study by the Principal, or authority delegated to the Deputy Principal.

Matters dealt with under Stage 3 of the Student Disciplinary Procedure may result in termination of study with UCEM or exclusion (see also Sections 9, 10 and 11 of the Academic and Programme Regulations (Level 3) and sections 10,11 and 12 of the Academic and Programme I Regulations(Levels 4-7)). In the event of termination, UCEM also reserves the right to revoke any award in accordance with Section 7.2 of the Academic and General Regulations for Students (Level 3) and 8.1 of the Academic and General Regulations for Students (Levels 4-7). This may occur following a disciplinary offence.

In determining the appropriate sanction, factors including the following will be taken into account:

- the degree of remorse shown by the student;
- efforts shown by the student to resolve and remedy the situation;
- the extent of any harm caused to others;
- the level of impact on others;
- the level of intent shown.

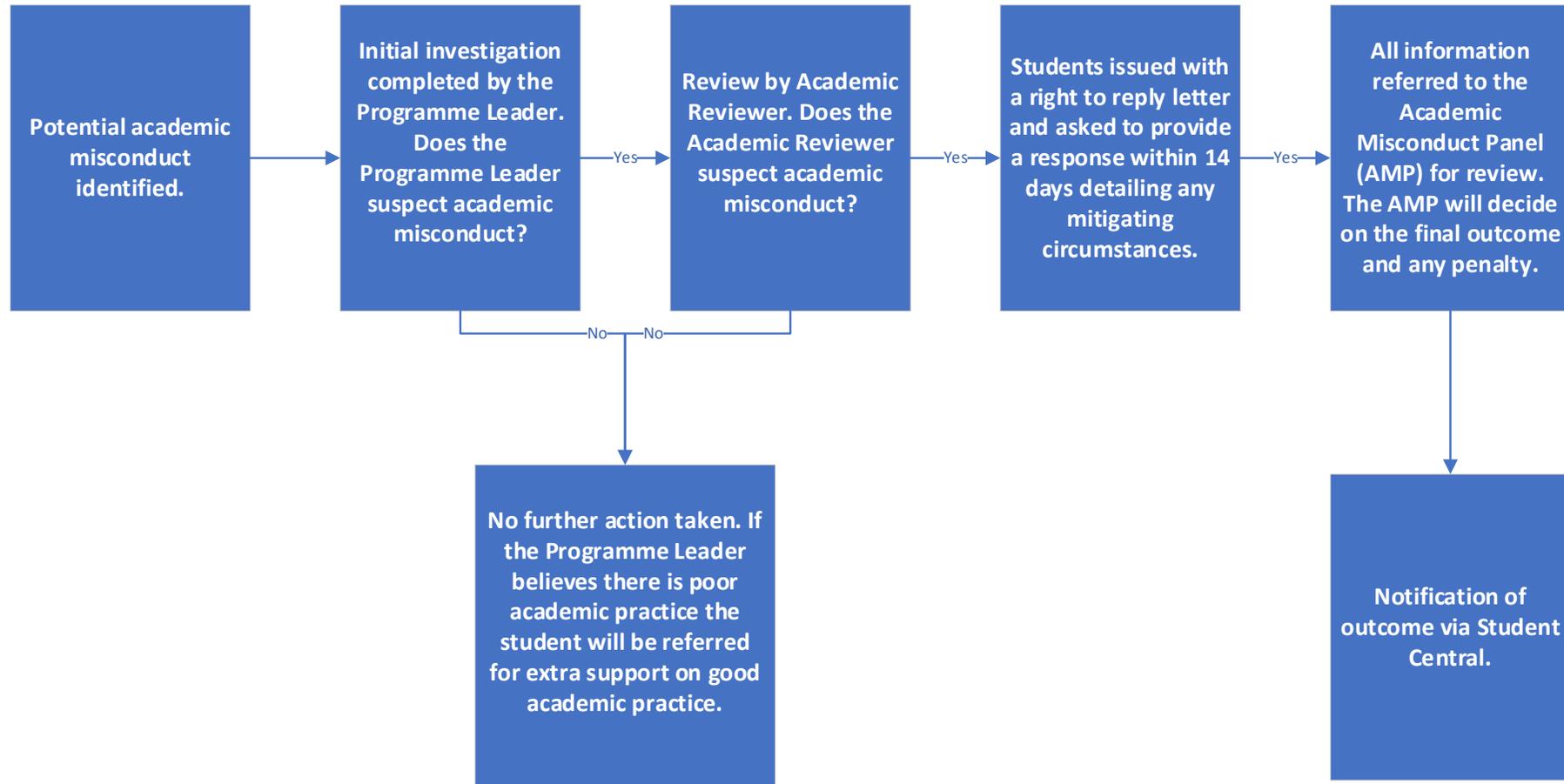
## 4. Right of appeal

Any decision to impose a sanction as a result of an academic or disciplinary offence is subject to the student's right of appeals under the UCEM Code of Practice chapter on Complaints and Appeals. Students wishing to appeal may submit an appeal as outlined in the UCEM Student Appeals Procedure.

# Appendix A: Related documents

- [Terms and Conditions of Contract \(opens new window\)](#),
- [Academic and Programme Regulations \(opens new window\)](#),
- [UCEM Safeguarding Procedure \(opens new window\)](#),
- [UCEM Prevent Procedure \(opens new window\)](#),
- [UCEM Privacy Policy \(opens new window\)](#),
- [UCEM Code of Practice: Equality and Diversity \(opens new window\)](#),
- [UCEM Code of Practice chapter on Neurodiversity, Disability and Wellbeing \(opens new window\)](#),
- [UCEM Code of Practice chapter on Student Complaints and Appeals \(opens new window\)](#),
- [UCEM Student Complaints Procedure \(opens new window\)](#),
- [UCEM Student Appeals Procedure \(opens new window\)](#),
- [Student Charter \(opens new window\)](#)

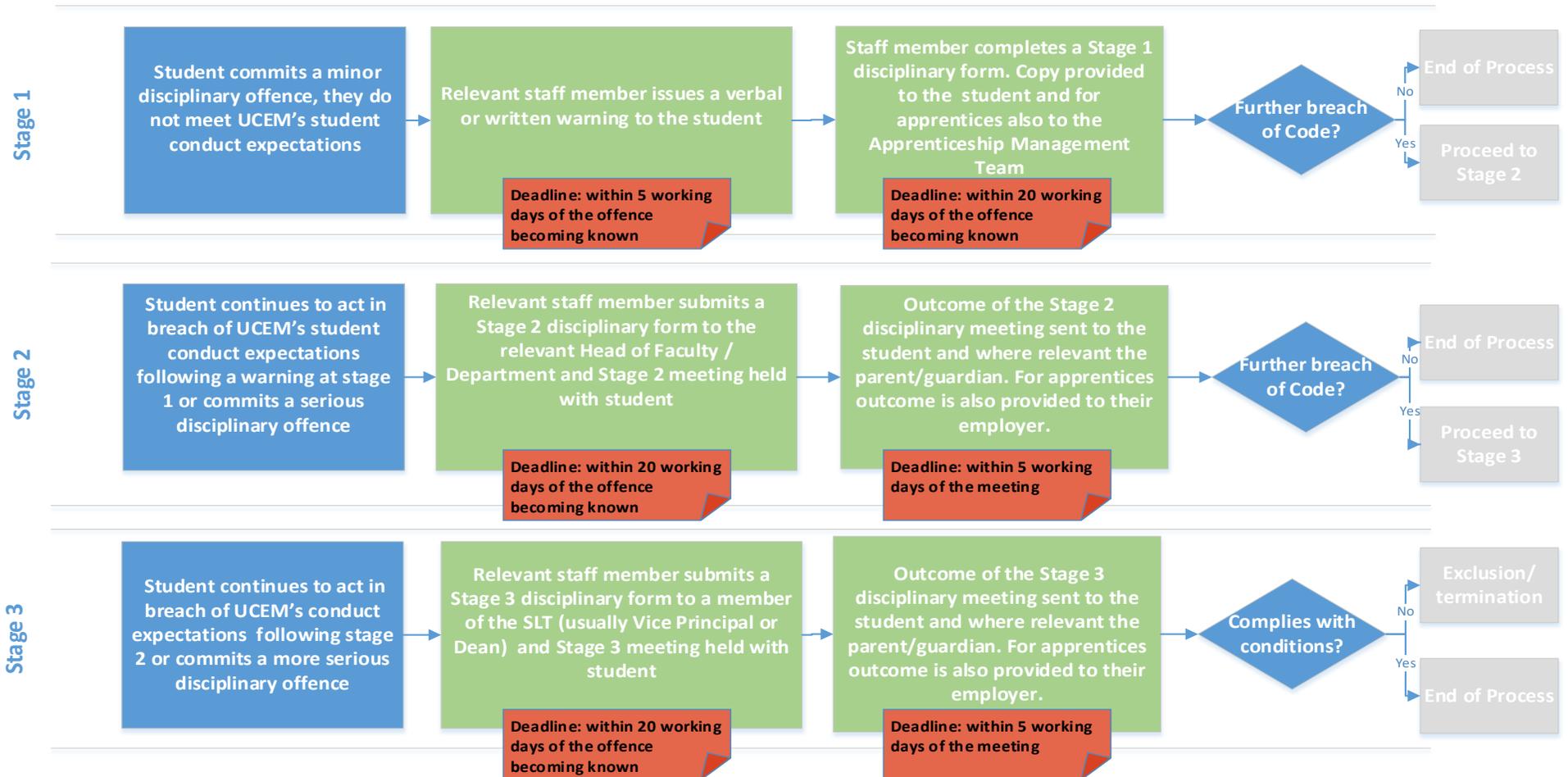
## Appendix B: Overview of academic misconduct process



**UCEM Code of Practice**  
**Student Academic and Behavioural Conduct**

# Appendix C: Overview of disciplinary process

## UCEM Student Disciplinary Process





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# **UCEM Code of Practice**

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## Student Appeals and Complaints

Version: 14.00  
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**UCEM Code of Practice**  
Student Appeals and Complaints

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# UCEM Code of Practice

## Student Appeals and Complaints

### 1. Introduction

This Code of Practice chapter and the accompanying documents (see appendices) apply to all UCEM programmes, including those delivered in collaboration with partners. They have been developed with reference to the *QAA UK Quality Code for Higher Education* and the OIA Good Practice Framework for handling complaints and appeals. UCEM has separate procedures for dealing with student complaints and student appeals and these are available via the virtual learning environment (VLE) and UCEM website (see also the appendices to this document). UCEM Academic Board retains ultimate responsibility for approving the operational framework for academic appeals and student complaints procedure and for instigating a rolling programme of review.

UCEM aims to treat all complaints and appeals appropriately, fairly and with regard to applicable law, and in line with [UCEM's Code of Practice chapter on Equality and Diversity \(opens new window\)](#) and on [Neurodiversity, Disability and Wellbeing \(opens new window\)](#). Both the UCEM academic appeals and student complaints procedures give due consideration to the needs of UCEM students to raise issues of concern with the assurance that such issues will be treated in confidence and with impartiality. UCEM has designated contacts for students that want to seek advice and support when making a complaint or an appeal. UCEM also has an obligation to ensure that students submitting a complaint or an appeal are placed on an equal footing procedurally; this may involve facilitating a student in making a complaint or an appeal. There is the opportunity within both the complaints and appeals processes for the student to present their case.

UCEM however reserves the right to exclude or remove a student from a programme if they make repeated, unfounded or vexatious appeals and/or complaints regarding the programme and/or its delivery where, in the opinion of UCEM, their conduct is considered to be mendacious or frivolous. Making repeated and/or unfounded false, malicious and vexatious appeals and/or complaints may be considered misconduct and result in the application of the [Disciplinary Policy and Procedure \(opens new window\)](#).

Former students may complain or appeal, according to the timelines set out in this Code of Practice chapter

(see [Section 2.1: The appeal process](#) and [Section 3.1: The complaints process](#) and the process diagrams in [Appendix B: Overview of the UCEM appeals process](#) and [Appendix C: Overview of the UCEM complaints process](#)).

### 2. Appeals

UCEM defines an appeal as *'a request for a review of a decision taken by an individual or body (i.e. one of the UCEM committees) charged with determining applications for admission and making decisions about students' progression, assessment, and awards'*. Appeals are normally, but not exclusively, related to decisions of the Board of Examiners<sup>1</sup> (i.e. results), decisions of Mitigating Circumstances Panel, the Academic Misconduct Panel or the Fitness to Study Panel, disciplinary decisions, decisions on the provision of reasonable adjustments, or decisions on admissions or registration. However, appeals cannot be made against academic judgment.

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<sup>1</sup> A Board of Examiners is one of the following: Module/Unit Board, Progression and Awards Board, or a Resubmission Progression and Award Board

# UCEM Code of Practice

## Student Appeals and Complaints

UCEM has a designated Appeals Officer to oversee the process and to offer support and guidance to students in making an appeal. In order to capture learning, an annual report is issued to the Academic Board, providing a summary and will contain an evaluation of the appeals received during the reporting period.

### 2.1 The appeal process

The UCEM appeals process is defined within the [Student Appeals Procedure \(opens new window\)](#) document. The UCEM appeals procedure consists of three stages as shown in [Appendix B: Overview of the UCEM appeals process](#).

Before making an appeal, it is recommended that students seek advice and guidance from a trusted source, such as the Lead Student Representative, Student Advice, the Apprenticeship Team or their tutor. The Appeals Officer will be pleased to provide impartial advice regarding the Student Appeals Procedure.

All UCEM staff are encouraged to deal with issues raised by students in a timely and effective manner in line with UCEM's appeals process. Appeals should be raised in the first instance at **Stage 1 (Informal Appeal)** of the procedure with the exception of appeals against disciplinary decisions and Fitness to Study Panel decisions which must start at Stage 2. Stage 1 appeals should be raised as soon as possible and normally no later than 10 working days after receiving the decision.

If no resolution is reached at stage 1, students have the right to raise their issue to **Stage 2 (Formal Appeal)**, using the 'Student Appeals Form', within 10 working days of the Stage 1 outcome.

If it is determined that the student has demonstrated valid grounds for appeal in their Student Appeal Form for Stage 2 (as outlined in the Student Appeals Procedure), their appeal will be reviewed by a Senior Academic, Educationalist or member of Professional Services staff. Stage 2 will normally be completed within 40 working days of receipt of the Stage 2 appeal.

After Stage 2, if the student is not satisfied with the response, they may request a **Stage 3 Review** within 10 working days of the Stage 2 outcome. The purpose of the review is to ensure the correct procedures have been followed, and the outcome is reasonable. It will not re-investigate the appeal unless new evidence has been provided.

At any stage, if an appeal is upheld, UCEM will undertake to offer the appropriate remedial action, depending on the nature of the appeal.

If all internal procedures are exhausted and the student remains dissatisfied with the outcome of the appeal, then the case may be eligible for consideration by the [Office of the Independent Adjudicator \(OIA\) \(opens new window\)](#) as appropriate if they are an Higher Education student. For Further Education students, complaints can be raised to the ESFA.

UCEM will not get involved in any appeals in relation to the apprenticeship end point assessment conducted by external bodies. All appeals should be sent directly to the relevant external end point assessment awarding body.

# UCEM Code of Practice

## Student Appeals and Complaints

### 3. Student complaints

UCEM defines a complaint as '*an expression of dissatisfaction by one or more students about UCEM's action or lack of action, or about the standard of service provided by, or on behalf of UCEM*'. If a complaint is considered to be an appeal as defined in section 2 above, then the appeals process will apply and the student will be notified of this.

When handling complaints, UCEM is committed to resolving complaints in a timely manner in line with UCEM's complaints process and with due regard given to confidentiality and potential conflicts of interest. UCEM has a designated Complaints Officer to oversee the process and to offer support and guidance to students in making a complaint. The complaints process is monitored with quarterly reports to the Senior Leadership Team and Board of Trustees in order that trends in failure of provision or delivery can be identified and remedied. An annual report is also issued to the Academic Board, providing a summary and will contain an evaluation of the complaints received during the calendar year.

#### 3.1 The complaints process

The UCEM student complaints process is detailed within the [Student Complaints Procedure \(opens new window\)](#) document. A student should submit their own complaint. There is a separate process for complaints for employers of apprenticeship students (please see the [UCEM Complaints Policy and Procedure for Employers of Apprentices \(opens new window\)](#)).

Before making a complaint, it is recommended that students seek advice and guidance from a trusted source, such as the Lead Student Representative, Student Advice, the Apprenticeship Team or their tutor. The Complaints Officer will be pleased to provide impartial advice regarding the Student Complaints Procedure.

All UCEM staff are encouraged to deal with issues raised by students in a timely and effective manner in line with UCEM's complaints process. Complaints should be raised as soon as possible and normally no later than 20 working days after the issue arising. Every effort will be made to resolve complaints informally at source in the first instance. The department at the source of the complaint should respond to the Stage 1 complainant as soon as possible and within 20 working days of UCEM's receipt of the informal complaint.

As shown in [Appendix C: Overview of the UCEM complaints process](#), if the complainant is not satisfied with the outcome and wishes to proceed to Stage 2, the complaint should be forwarded to UCEM's Complaints Officer normally within 20 working days of receiving the outcome of Stage 1.

At **Stage 2** (formal stage), the Complaints Officer will allocate the complaint to an Investigating Officer who is a senior member of UCEM staff who has had no previous involvement with the complaint. A written response will be issued to the student within 20 working days. If the student is dissatisfied by the outcome at Stage 2, the complaint can be referred to Stage 3, (review stage) normally within 20 working days.

**Stage 3** is undertaken by an external independent reviewer, normally an Independent Trustee from the Board of Trustees, who sits outside of UCEM's management structure. The purpose of the review is to ensure that the correct procedure has been followed by UCEM, and the outcome is reasonable. The review will not re-investigate the complaint unless new evidence has been presented.

At any stage, if a complaint is upheld, then UCEM undertakes to offer appropriate remedial action, depending on the nature of the complaint, and meet where appropriate incidental expenses necessarily incurred by the complainant.

#### 3.2 Programmes involving partner institutions

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## Student Appeals and Complaints

### 3.2.1 Eastleigh College Apprenticeship Programmes

Apprentice students who are enrolled via Eastleigh College (i.e. where Eastleigh College is the Lead Provider) may submit their complaint in writing to Eastleigh College.

## 3.3 Final arbitration

All students also have access to a final stage of recourse:

#### i) the Office of the Independent Adjudicator (OIA)

The OIA is the final arbitrator for complaints for students on Higher Education Programmes only (i.e. programmes at level 4 to 7, including apprenticeships). Any complaints referred to the OIA must be sent within 12 months of the student being issued with a completion of procedures letter.

#### ii) Education and Skills Funding Agency (ESFA)

The ESFA is the final arbitrator for complaints from students on Level 3 Further Education (FE) programmes. Any complaints should be referred to the ESFA within 12 months of the issue arising.

## 4. Completion of Procedures

For both student complaints and appeals, a Completion of Procedures Letter will be issued, or offered, to the student complaining or appealing at the end of the internal procedures, when there are no matters outstanding and the final decision has been reached by UCEM regarding the matter raised. This will confirm one of the following complaint/appeal outcomes:

- a) Justified;
- b) Partially justified;
- c) Not justified.

The letter will contain the following information:

- Date of completion of internal procedures;
- Summary of the issues raised;
- Summary of the issues considered;
- Details of UCEM's final decision;
- What procedures/ regulations were applied;
- Details of final (external) arbitration, including the deadline for submission (see Section 3.3: Final Arbitration).

Completion of Procedures Letters will be issued no more than 28 days after the completion of UCEM's internal procedures, or the request by the student, as appropriate.

Completion of Procedures Letters will not be issued while there are still outstanding matters under the same procedure, for example, where UCEM is awaiting reconsideration of results by an exam board following a successful appeal.

## UCEM Code of Practice

### Student Appeals and Complaints

# 5. Additional information and support

The Complaints and Appeals Officer will provide advice and guidance throughout the processes.

Issues may be raised which fall into the category of both a complaint and an appeal. In such circumstances, UCEM will inform and advise the student complaining/appealing on which specific matters will be considered under which procedure. In such circumstances, UCEM may suspend the consideration of an appeal until the complaints procedure has been completed or vice versa. A formal complaint cannot be raised whilst a matter is in the process of being considered as an appeal. UCEM will keep all parties informed throughout the processes.

Students can seek support from the Lead Student Representative throughout the complaints process.

**UCEM Code of Practice**  
Student Appeals and Complaints

## Appendix A: Related policies

This policy should be read in conjunction with the following:

### Reference

[QAA UK Quality Code for Higher Education – Advice and Guidance on Concerns, Complaints and Appeals \(opens new window\)](#)

### Benchmarked Guidance

[The Office of the Independent Adjudicator \(OIA\) Good Practice Framework \(opens new window\)](#)

[OIA Guidance Note Regarding Completion of Procedures Letters \(opens new window\)](#)

[Education and Skills Funding Agency Complaints about post 16 education and training provision \(opens new window\)](#)

Eastleigh College [Eastleigh College Customer Complaint/Feedback Procedure \(2017\) \(opens new window\)](#)

### UCEM Policies and other documents

[UCEM Student Appeals Procedure \(opens new window\)](#)

[UCEM Student Complaints Procedure \(opens new window\)](#)

[UCEM Neurodiversity, Disability and Wellbeing Procedure \(opens new window\)](#)

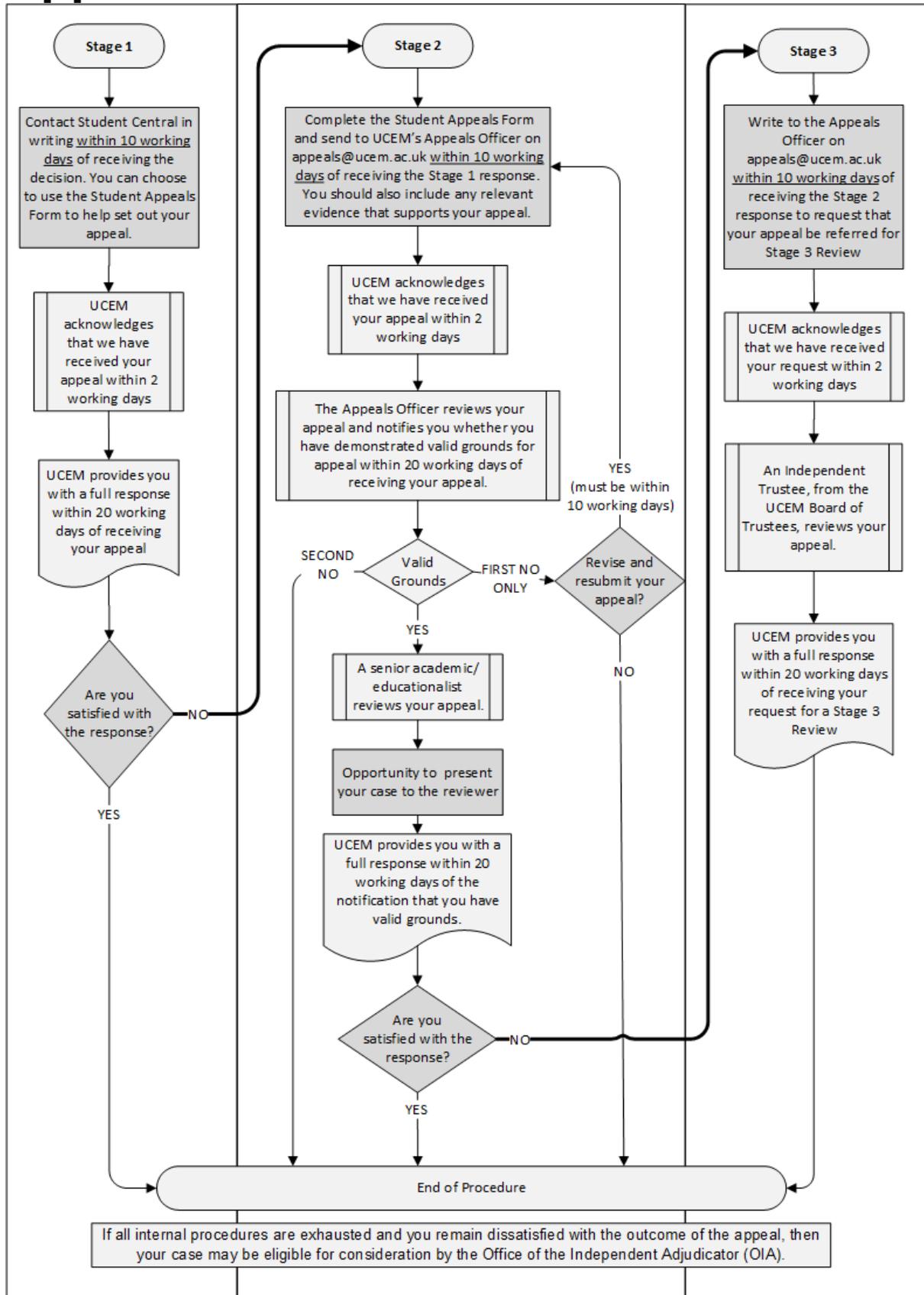
[UCEM Code of Practice on Equality and Diversity \(opens new window\)](#)

[UCEM Student Charter \(opens new window\)](#)

[UCEM Code of Practice Chapter on Student Academic and Behavioural Misconduct \(opens new window\)](#)

[UCEM Safeguarding Procedure \(opens new window\)](#)

# Appendix B: Overview of UCEM Appeals Process



# UCEM Code of Practice

## Student Appeals and Complaints

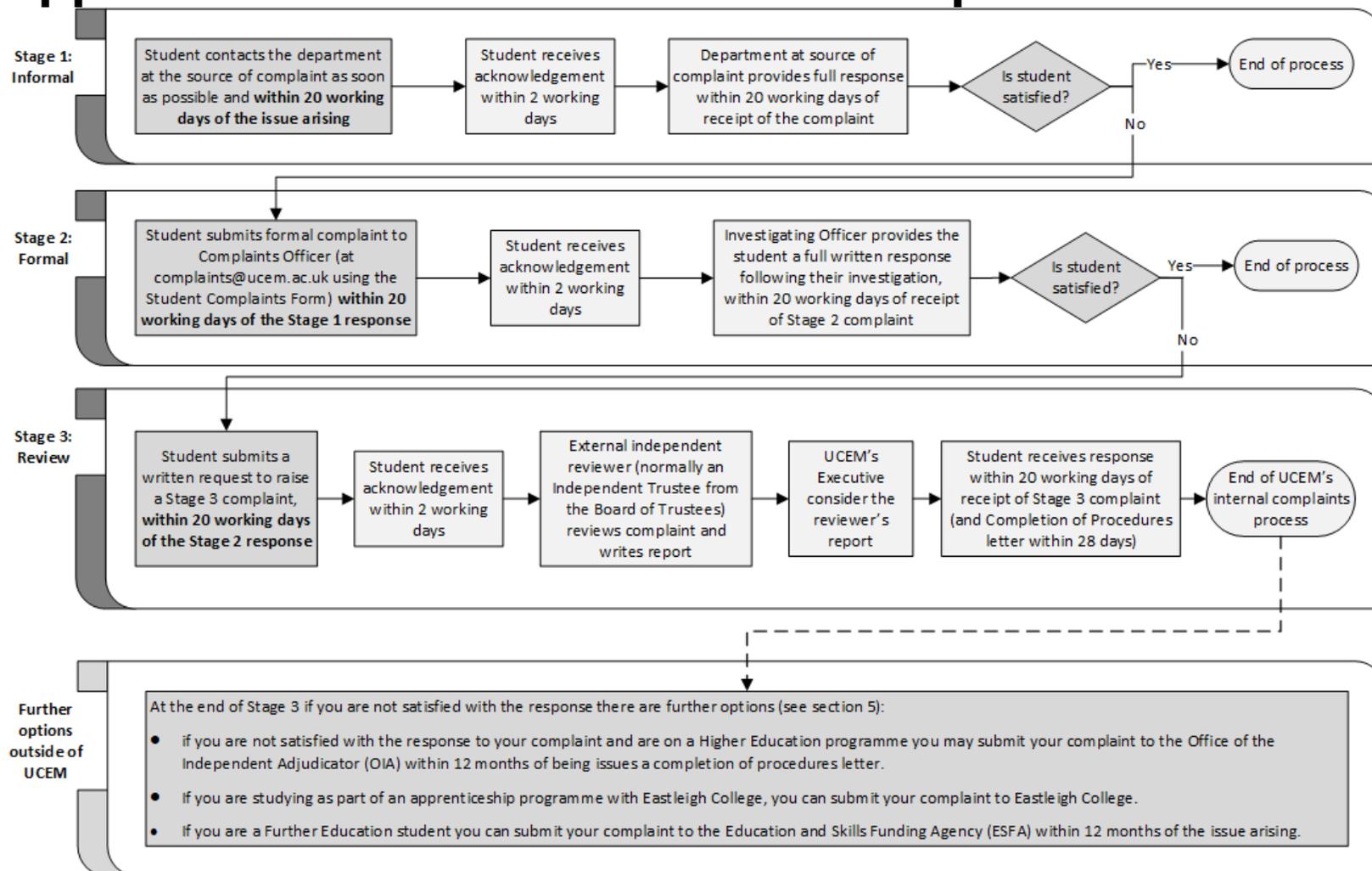
### Notes:

- If you are an applicant who does not have access to Student Central, you can raise your Stage 1 Appeal by contacting [admissions@ucem.ac.uk](mailto:admissions@ucem.ac.uk).
- If you are appealing against a disciplinary decision or decisions of the Fitness to Study Panel, you should begin at Stage 2 because Stage 1 does not apply to disciplinary decisions.

# UCEM Code of Practice

## Student Appeals and Complaints

### Appendix C: Overview of UCEM Complaints Process



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Student Appeals and Complaints

**Appendix D: [Student Appeals Form \(opens Word document\)](#)**

**Appendix E: [Student Appeals Procedure \(opens new window\)](#)**

**Appendix F: [Student Complaints Procedure \(opens new window\)](#)**

**Appendix G: [Student Complaints Form \(opens Word document\)](#)**

**Appendix H: [Complaints Policy and Procedure for Employers of Apprentices \(opens new window\)](#)**



UNIVERSITY COLLEGE  
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# **UCEM Code of Practice**

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## **Equality and Diversity**

Version: 6.00  
Status: Final  
Date: 18/05/2021

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## 1. Introduction

University College of Estate Management (UCEM) is committed to securing equal opportunities for all individuals; celebrating diversity and eliminating unfair discrimination in the pursuance of its mission. UCEM recognises that all people are individuals and it respects diversity and values all staff, associate staff, students and alumni. It believes individuals' different experiences; cultures and perspectives better enable UCEM to understand and add value to what it does.

This is reflected in the UCEM Student Charter which outlines the expectations that all are treated with respect, courtesy and professionalism; the equality of all is recognised and diversity is promoted within the student community.

UCEM extends this commitment to its students through a policy of widening participation across a diverse cohort of students and alumni from different cultures and backgrounds.

In exercising its policies, procedures and other functions UCEM will have due regard to its duties under the Equality Act 2010.

This policy adheres to the [QAA Quality Code Advice and Guidance: Enabling Student Achievement \(opens new window\)](#).

A separate Equal Opportunities and Dignity at Work Policy exists for UCEM staff in relation to employment matters; this can be located on the HR page of the intranet.

## 2. Equality and diversity statement

2.1 UCEM values equality and diversity and believes that excellence will be achieved through recognising the value of every individual. UCEM is determined to ensure the following for all members of its community:

- To be treated as an individual taking into account protected characteristics where appropriate;
- To be treated with respect and dignity;
- To be treated fairly with regard to all procedures, assessments and choices;
- To receive encouragement in a safe supportive and welcoming environment;
- To afford students and employees the opportunity to fulfill their potential.

UCEM is committed to challenging discrimination in all its forms, to ensure nobody is discriminated against as defined in the Equality Act 2010 with reference to 'protected characteristics'. It is against the law to discriminate based on a person's age, disability, sex, gender reassignment, race including colour, nationality, ethnic or national origin, religion or belief, sexual orientation, marital or civil partnership status, being pregnant or on maternity leave.

2.2 UCEM requires all members of the community to recognise these rights and to act in accordance with fellow members of UCEM.

### 3. Scope of the policy

This policy applies to all students, and alumni. Staff (including associate tutors) should have reference to this Code of Practice but are required to comply with the Equal Opportunities and Dignity at Work Policy as part of their employment contract.

### 4. UCEM's commitment

UCEM is committed to embedding equality and diversity in all of its activities. To achieve this aim UCEM will:

- Have regard to its obligations under relevant legislation, including the Equality Act 2010 and Public-Sector Equality Duty.
- Treat individuals with dignity and respect and provide an environment in which all individuals are encouraged to participate fully, free from prejudice.
- In respect of students seek to attract a broad range of applicants and ensure all students are given the opportunity to achieve their potential in relevant subjects at appropriate levels. Decisions will be made based on the published entry requirements.
- Use an evidence-based approach to inform UCEM's activities to increase equality and diversity with relation to staff and students.
- Monitor and publish data on students and applicants to enable the monitoring of trends.
- Prepare an annual Access and Participation Plan to report on progress against defined targets to increase access, participation and success from under-represented groups.
- Assess the impact of revised policies through an Equality Impact Assessment.
- Ensure that relevant resources are available in an accessible format to enable all to navigate them without unnecessary barriers, including those with:
  - motor difficulties;
  - visual, cognitive or hearing impairments.

### 5. Responsibilities

- 5.1 The Board of Trustees has overall responsibility for ensuring that UCEM complies with the requirements of the Equality Act 2010.
- 5.2 Academic Board is responsible for monitoring applicant and student data with regards to equality and diversity and overseeing strategies to promote equality and diversity with relation to the student body as part of monitoring of the UCEM Access and Participation Plan.
- 5.3 The Executive, Senior Leadership Team, and Line Managers are responsible for the day to day implementation of this Code of Practice.
- 5.4 All members of staff are responsible for ensuring they embed UCEM's commitment to equality and diversity in their working practices.

## 6. Raising an issue/Complaints

- 6.1 UCEM will not tolerate discrimination, harassment, victimisation or bullying, and any allegation will be dealt with in accordance with the [UCEM Anti-Bullying and Harassment Procedure \(opens new window\)](#).
- 6.2 If a student wishes to raise a concern or issue, they should contact the Student Engagement Team.
- 6.3 UCEM staff should follow the Grievance Procedure.
- 6.4 In the case of a complaint students and alumni should in the first instance refer to the [UCEM Code of Practice: Student Appeals and Complaints \(opens new window\)](#).

## Appendix A: Relevant Legislation

Relevant legislation includes but is not limited to:

[Equality Act 2010 \(opens new window\)](#)

[The Equality Act 2010 \(Specific Duties\) Regulations 2011 \(opens new window\)](#)

[Equality Challenge Unit \(2011\) Public sector equality duty: Specific duties for England \(opens new window\)](#)

[The public-sector equality duty: Specific duties for Wales \(opens new window\):](#)

[Equality Challenge Unit \(2010\) Anti-discrimination law in Northern Ireland \(opens new window\)](#)

[Equality and Human Rights Commission \(2014\) Equality Act 2010: Technical Guidance on Further and Higher Education \(opens new window\)](#)

[JISC Legal: Equality Act 2010 - A Summary Guide for Public Sector Organisations \(opens new window\)](#)

[Action on Access \(2011\) Disability Focus Guide - Widening Participation and Disability \(opens new window\)](#)

[Skills Funding Agency: single equality scheme \(opens new window\):](#)

[Skills Finding Agency: Equality and Diversity \(opens new window\)](#)

## Appendix B: Related UCEM policies

[Code of Practice: Admissions and Recognition of Prior Learning Higher Education Programmes \(opens new window\)](#)

[Code of Practice: Admissions and Recognition of Prior Learning Further Education Programmes \(opens new window\)](#)

[UCEM Code of Practice Neurodiversity, Disability and Wellbeing \(opens new window\)](#)

[Code of Practice: Student Appeals and Complaints \(opens new window\)](#)

[UCEM Student Charter \(opens new window\)](#)

UCEM Equal Opportunities and Dignity at Work [document for UCEM staff]

UCEM Grievance Procedure [document for UCEM staff]

[UCEM Freedom of Speech Policy \(opens new window\)](#)

[UCEM Code of Practice Safeguarding and Prevent \(opens new window\)](#)

[UCEM Safeguarding Procedure \(opens new window\)](#)

[UCEM Prevent Procedure \(opens new window\)](#)

[UCEM Anti-bullying and Harassment Procedure for Students \(opens new window\)](#)

[UCEM Online Safety Guidance \(opens new window\)](#)

## Appendix C: Benchmarked policies

[University of Bristol, Equality, Diversity and Inclusion \(opens new window\)](#)

[University of Leeds, Equality and Inclusion Policy \(opens new window\)](#)

[University of Oxford, Equality Policy \(opens new window\)](#)

[The Open University, Equality and Diversity \(opens new window\)](#)

[York University, Equality and Diversity Policy \(opens new window\)](#)



UNIVERSITY COLLEGE  
OF ESTATE MANAGEMENT

# **UCEM Code of Practice**

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## Safeguarding and Prevent

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**UCEM Code of Practice**  
**Safeguarding and Prevent**

# 1. Introduction

This Code of Practice chapter provides high-level information on the requirements of UCEM's responsibility with regards to Safeguarding and the Prevent duty, and UCEM's approach to complying with these. The UCEM Code of Practice chapter on Safeguarding and Prevent is applicable to all staff (including volunteers and temporary staff), students, apprentices and trustees.

# 2. Principles of the policy

All UCEM students, regardless of age, have the right to be protected from abuse and to be safe during the activities that they (or their parents/guardians/carers) choose. In the context of UCEM, the institution has a duty to establish appropriate arrangements for the protection from abuse of children and young people under the age of 18, and of vulnerable groups.

The policy covers all instances where UCEM staff may have contact with children, young people and vulnerable adults.

All staff members working for UCEM are in a position of trust, and have a responsibility to ensure that students and other young people who they encounter in the course of their work are protected, in accordance with Safeguarding and Prevent legislation.

All suspicious and allegations of abuse, concerns for health, safety or welfare, or concerns about radicalisation will be taken seriously by UCEM, and will be responded to appropriately. Referrals to external agencies will be made when deemed necessary, in accordance with UCEM procedures.

# 3. Definitions

- **Safeguarding** - The actions which we take and measures we put in place, guided by statutory obligations, to promote the welfare of students and protect them from harm.
- **Prevent duty** - The responsibility under the Counter-Terrorism and Security Act 2015<sup>1</sup> that in the exercise of our functions as a specified authority, we must have "due regard to the need to prevent people from being drawn into terrorism". UCEM views its Prevent duty as an extension of its safeguarding obligations.
- **Child** - In accordance with the Children Act (1989), a child is defined as a young person under the age of 18. For the purpose of this document, a child may also be referred to as a 'young person'.
- **Vulnerable adult** - For the purpose of this process document, a vulnerable adult is someone who requires community care due to reasons of mental or other disabilities,

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<sup>1</sup> Revised Prevent Duty Guidance for England and Wales – Guidance for specified authorities in England and Wales on the duty in the Counter-Terrorism and Security Act 2015 to have due regard to the need to prevent people from being drawn into terrorism (revised July 2015).

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age or illness, and who may be unable to take care of themselves, or protect themselves against significant harm or exploitation.

- **Extremism** – vocal or active opposition to fundamental British values, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs.
- **Radicalisation** – the process by which a person comes to support terrorism and extremist ideologies associated with terror groups.
- **Terrorism** – an action that endangers or causes serious violence to a person/people; causes serious damage to property; or seriously interferes with or disrupts an electronic system. The use or threat must be designed to influence the government or to intimidate the public, and is made for the purpose of advancing a political, religious or ideological cause.

For a full list of definitions see **Appendix A**, and for a list of definitions of acronyms used throughout this Code of Practice chapter and its related procedures, see **Appendix B**.

## 4. Safeguarding

### 4.1 Approach

UCEM is committed to safeguarding and promoting the welfare of all students, staff, visitors and guests, and acknowledges its responsibilities to young people and vulnerable adults accessing education. To achieve this, UCEM will ensure that:

- All staff are made aware of their responsibilities in relation to safeguarding young people and vulnerable adults, both during face-to-face delivery and through online learning;
- An environment is provided where all students feel safe, secure, valued and respected, and that their health, safety and welfare is placed as one of its highest priorities;
- A culture is created where students feel confident to approach staff within UCEM if they have any difficulties, and feel confident that they will be listened to;
- Students know how to approach staff within UCEM if they have any concerns that they wish to raise;
- Robust procedures are in place for dealing with concerns, allegations or disclosures of abuse, bullying, forced marriage, female genital mutilation, vulnerability to radicalisation or any other welfare or safeguarding concerns;
- Training and guidance is provided to staff on Safeguarding and Prevent, including the recognition of abuse, neglect, bullying, forced marriage, female genital mutilation and vulnerability to radicalisation;
- All staff working with young people and vulnerable adults at UCEM have been safely recruited, and appropriate checks of all staff (including volunteers) are undertaken. More information can be found in UCEM's Recruitment Policy;
- An approach to safeguarding is taken that is aimed at reducing risk and promoting safety across UCEM, with clear policies and procedures that are embedded across the UCEM community;

UCEM and its staff have and understand their individual and collaborative duty to ensure that their responsibilities to safeguard students are fulfilled, and that they are responsible for acting on concerns no matter how small or trivial they may seem. Parents/guardians/carers

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of students aged under 18 will be informed of the existence and whereabouts of the Code of Practice chapter on Safeguarding and Prevent, and its associated procedures, and the possibility that referrals may be made to other professional agencies in the interests of child protection and the protection of vulnerable adults;

- Students are informed about the standard of behaviour that they can expect from UCEM staff and volunteers, and the procedures for reporting if they experience or suspect abuse;
- UCEM works with local agencies, including Local Safeguarding Children's Boards (LSCB's) and Department of Education Prevent Co-ordinator as appropriate;
- Procedures and policies designed to prevent or notify of suspected abuse, or vulnerability to radicalisation, are updated regularly;
- Staff adhere to the Safeguarding Code of Conduct, which is in **Appendix C**;
- Regular updates are sent to staff on safeguarding and prevent;
- A risk assessment and action plan is regularly completed and implemented;
- Information is shared appropriately when it is necessary for child protection, or to protect vulnerable groups;

In addition to the above, UCEM applies some additional safeguarding measures for its apprentice students. Please see **Appendix D**.

Further details on how UCEM manages its Safeguarding provision, and for how to report a concern can be found in the UCEM Safeguarding Procedure.

A temporary appendix "**Appendix H**" has been added to the Code of Practice, which explains UCEM's approach to safeguarding students during the Covid-19 outbreak.

## **4.2 Roles and responsibilities**

All staff members within UCEM have a responsibility for contributing to a culture in which Safeguarding and Prevent are discussed openly and actions are taken to reduce the likelihood of risks.

The UCEM Board of Trustees has formal responsibility for the safeguarding of young people and vulnerable adults at UCEM. The details of the board member with oversight for Safeguarding can be found in **Appendix E**.

UCEM has a Designated Safeguarding Lead (DSL), who is a member of staff assigned to act upon child and vulnerable adult protection concerns.

Names of the DSL's can be found within **Appendix E**. The responsibilities will be:

**DSL** - Oversight and management of UCEM's safeguarding arrangements and overall safeguarding caseload.

**HR DSL** - Oversight and management of any cases involving an allegation against a UCEM employee.

**Senior Leadership DSL** - Reporting to the senior leadership team and Board of Trustees on the work of the DSL for Students and the Safeguarding Officers. Responsibility for budget.

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The DSL role at UCEM follows the role outline as detailed in Keeping Children Safe in Education as follows:

- *Lead person in the organisation responsible for safeguarding*
- *Title should be explicit in Job Description and Structure*
- *Status and authority to carry out the duties of the post*
- *Should be given time, funding, training and resources to support and train staff*
- *Ensure that learners are aware of the risks and how to keep themselves safe*
- *Take part in inter-agency meetings if required*
- *Manage referrals including Chanel referrals*
- *Support staff who make referrals (feedback)*
- *Ensure secure records are kept*
- *Refer cases of staff dismissal due to safeguarding concerns to DBS and LADO*

(KCSIE 2019)

The DSL's are required to know:

- How to spot the signs of abuse, and at which stage a referral is required.
- Local Child and Vulnerable Adult protection procedures, and where the DSL's role fits within these.
- The role and responsibilities of relevant investigating agencies, and how to liaise with them.
- Record keeping requirements.
- The conduct of a child protection conference, and of the core group, and how the DSL or other members of staff may contribute to these.

**Safeguarding officers-** Have responsibility for investigating and managing individual caseloads, under the oversight of the DSL. The Safeguarding officers are required to know:

- How to spot the signs of abuse, and at which stage a referral is required.
- How to report cases to the Local Authority (LA) or emergency services if the DSL is unavailable.
- Record keeping requirements.

All members of staff with responsibilities for Safeguarding and Prevent can be contacted by emailing [safeguarding@ucem.ac.uk](mailto:safeguarding@ucem.ac.uk).

### **4.3 Referral and reporting**

Both students and staff are asked to refer any safeguarding concerns that they have or suspect to a member of the safeguarding team, using the process set out in the [Safeguarding Procedure \(opens new window\)](#).

UCEM staff can also refer to the Local Authority themselves, should they not feel that the Safeguarding team have acted appropriately (see Safeguarding Procedure for information on how to make these referrals).

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UCEM will investigate all cases that it receives and may refer these onwards to external agencies if required.

## **5. Prevent**

### **5.1 Approach**

UCEM is committed to making a contribution towards the protection of students from radicalisation to extremism, and its fulfilment of its duties under the Prevent duty as set out in the Prevent Duty Guidance (2015). UCEM views its duties under Prevent as an extension of its Safeguarding duties.

UCEM will actively promote equality and diversity and form strong communities to support students who may be vulnerable to being drawn into violent extremism. UCEM will also continue to champion the spirit of academic freedom and freedom of speech set out in our Freedom of Speech Policy.

During the radicalisation process it is possible to intervene to prevent vulnerable people being drawn into terrorist-related activity. UCEM acknowledges that any individual could be susceptible to radicalisation, and that the process is not specific to any group or section of society, including those with any protected characteristic.

There are certain behavioural signs which may indicate vulnerability to radicalisation, or that a person has undergone, or is undergoing, the radicalisation process:

- Owning or distributing extremist materials.
- Expressing extremist views.
- Sympathising with extremist causes.
- Behavioural changes, such as becoming withdrawn.
- Advocating violence.
- Use of discriminatory language or actions towards specific groups of people.
- Showing or sharing materials online which is of an extreme nature.
- Attempting or planning to recruit others to an extremist group or ideology. UCEM offers support services to students through the academic team (including Programme Leaders, Module Leaders and Module Tutors), Apprenticeship Outcomes Officer for apprentice students, as well as Student Services, including the provision of a Safeguarding Lead. Where a student shows a change in behaviour, including activity on the Virtual Learning Environment (VLE), UCEM will follow up and support the student as required, to check for welfare concerns and offer support. This may include where it has been identified there is a possibility of a student being radicalised.

UCEM adheres to CONTEST, the government's Counter-Terrorism Strategy, and seeks support from the Regional Prevent Co-ordinator in relation to 'local' and 'national' risks that may impact on UCEM's students and staff. UCEM has a Prevent Action Plan and Risk Register which are updated at least annually, and are reviewed by both the DFE Prevent Co-ordinator and the Office for Students.

For more information on how UCEM handles Prevent concerns, please see the Prevent Procedure.

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## **5.2 Roles and responsibilities**

The DSL will manage all individual Prevent related cases. If a decision is made to refer a case onwards, the DSL will do this in consultation with the Deputy Principal.

The DSL will provide a quarterly report to SLT on Prevent, and this information will be made available to the Board of Trustees.

The Deputy Principal will have overall responsibility for Prevent, which will include providing the annual report to Office for Students.

## **5.3 Referral and reporting**

Both students and staff are asked to refer any concerns they have about a member of staff or student that is at risk of being radicalised or drawn into extremism or terrorism. It is important that any concerns are shared in a safe and supportive manner, to enable concerns to be investigated and any appropriate intervention to be developed. For further details on the process for raising concerns please refer to the Prevent Procedure.

UCEM will investigate any reported issues through speaking with students or members of staff, where appropriate, to gather further information. All concerns will be considered thoroughly and fairly and will be referred externally as appropriate.

If a concern is deemed to be valid, UCEM will work closely with representatives from the Department of Education, which may include recommending that someone is referred to the Channel Programme. Channel is an early intervention, multi-agency process designed to safeguard vulnerable people from being drawn into extremism.

## **5.4 External Speakers**

UCEM has an [External Speakers Policy \(opens new window\)](#) which sets out the approval process for booking external speakers, and a code of conduct for all speakers. A proportionate risk-based approach is used to assess external speakers, to ensure that UCEM does not use speakers where there is any risk that they will encourage or promote terrorism or seek to incite hatred or violence against others.

## **5.5 Monitoring and Filtering**

UCEM students are offered student email accounts. These accounts are filtered regularly to monitor for signs of extremist behaviour/activity or signs that a student has become radicalised or is attempting to radicalise others. Please see **Appendix F** for more information.

UCEM also monitors staff internet searches for signs of extremist behaviour/activity or signs that a student has become radicalised or is attempting to radicalise others.

In cases where there is a serious welfare concern that is not related to Prevent, information may be passed to relevant parties and staff and/or students may be contacted to offer support.

## 6. Admissions

Wherever possible, UCEM will endeavour to support applications from students with difficult personal circumstances, criminal convictions, or safeguarding concerns. UCEM welcomes applicants from diverse backgrounds.

However, there are certain instances (outside of those mentioned in UCEM's [Code of Practice chapter on Admissions and Recognition of Prior Learning – Higher Education Programmes \(opens new window\)](#) and [Code of Practice Admissions Policy – Further Education Programmes \(opens new window\)](#)) where applications from potential students may be rejected, which may include:

- Where a potential applicant's behaviour towards UCEM, its staff or students, in any setting, leaves UCEM with serious concerns about its ability to support the applicant to successfully complete their studies;
- Where UCEM feels that accepting an application from a potential student may place the wellbeing, health or safety of the applicant or UCEM's staff and students at risk;
- Where UCEM feels that, due to the nature of the student's circumstances, it will not be able to effectively support a student to successfully complete their studies;

Applications from students for whom the above applies will be reviewed by the DSL and SLT DSL. A risk assessment will be conducted, and decisions will be presented to the executive board for review and approval. On occasions, applicants may be required to accept additional conditions to be accepted to study on a UCEM programme.

Any student who wishes to appeal a decision regarding the outcome of their application can do so by following the [Student Appeals Procedure \(opens new window\)](#).

## 7. Confidentiality

The degree of confidentiality will be decided by the need to protect the student or member of staff. There may be instances where UCEM is sufficiently concerned about the health, safety or welfare of an individual that it will need to share the concerns with external agencies. UCEM employees may also need to share information internally, in order to safeguard its students effectively. In so doing, UCEM will share sufficient and relevant information in order to allow the concern to be appropriately followed.

Students aged over the 18 are given the option to provide UCEM with emergency contact information. If a student opts to provide this information, UCEM may contact the emergency contact where there are serious concerns about a student's health and/or wellbeing.

UCEM's approach to Data Protection is set out in its [Data Protection Policy \(opens new window\)](#).

## 8. Monitoring and review

This Code of Practice chapter will be reviewed at least annually by the DSL in accordance with the guidance 'Keeping Children Safe in Education (2020, and future updates)' and 'Prevent Duty Guidance: for England and Wales', with the updated policy presented to the Board of Trustees for approval.

A monthly report summarising any incidents and other matters related to the scope of this policy will be provided to the DSL by the wider members of the safeguarding team. The DSL will prepare a report on the matter for the Board of Trustees, which will form part of the six-monthly compliance report to the board.

## 9. Benchmarked Policies and Guidance

The following acts or documents impose statutory obligations upon UCEM (for a more detailed explanation, please see **Appendix G**):

- The Children Act 1989
- The Children Act 2004
- The Protection of Children Act 1999
- Working Together to Safeguard Children 2015
- Education Act 2002
- Safeguarding Children and Safer Recruitment in Education 2007
- Counter-Terrorism and Security Act 2015
- Keeping Children Safe in Education 2020
- Safeguarding Vulnerable Groups Act 2006
- The Sexual Offences Act 2003
- Safeguarding Children: Guidance for English Higher Care Institutions (HEIs) 2007
- The Protection of Freedoms Act 2012
- The Care Act 2014
- Care and Support Statutory Guidance 2016
- Data Protection Act 2018
- General Data Protection Regulation (GDPR)
- Prevent Strategy 2011
- Prevent Duty Guidance 2015

This policy should be read in conjunction with the following policies, procedures and guidance documents, which set out details that relate to key aspects of UCEM's approach to safeguarding:

- Staff Safeguarding Code of Conduct;
- [Safeguarding Procedure \(opens new window\)](#)
- [Prevent Procedure \(opens new window\)](#)
- [Online Safety Guidance \(opens new window\)](#)
- [Anti-bullying and Harassment Procedure for Students](#)
- [IT Acceptable Use Policy \(staff\) \(opens new window\)](#)
- [Student Online Protocol \(A guide to using the VLE\) \(opens new window\)](#);
- [Recruitment Policy \(staff\) - Part 1 \(opens new window\)](#) and [Recruitment Policy \(staff\) - Part 2 \(opens new window\)](#)
- [UCEM Code of Practice Chapter: Admissions and Recognition of Prior Learning \(relating to the recruitment of students with criminal convictions\) - Higher Education \(opens new window\)](#) and [UCEM Code of Practice Chapter: Admissions and Recognition of Prior Learning \(relating to the recruitment of students with criminal convictions\) - Further Education \(opens new window\)](#)
- [Student Complaints Policy \(opens new window\)](#)
- [UCEM Code of Practice Chapter: Neurodiversity Disability and Wellbeing \(opens new window\)](#)
- [UCEM Data Protection and Privacy Policy \(opens new window\)](#)
- [Whistleblowing Policy \(staff\) \(opens new window\)](#)

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- [UCEM Freedom of Speech Policy \(opens new window\)](#)
- [UCEM External Speaker Policy and Referral Form \(opens new window\)](#)
- [Code of Practice: Equality and Diversity \(opens new window\)](#)

Relevant for face-to-face sessions (on or off-site)

- [Health and Safety Policy and Procedures \(opens new window\)](#);

# **Appendices**

Appendix A- Safeguarding Example Concerns and their Definitions

Appendix B- Glossary of Acronyms

Appendix C- Staff Safeguarding Code of Conduct

Appendix D – Safeguarding Apprentices

Appendix E- Staff Responsibilities

Appendix F – Student Email Addresses

Appendix G- Statutory Frameworks

Appendix H- Covid-19 Safeguarding Response

## **Annex 5**

### **VLE Terms of Use**

# VLE Terms of Use

Version: 2.00

Status: Final

Author: Jane Fawkes

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This page (together with the documents referred to on it) sets out the terms on which You may use UCEM's VLE at learn.ucem.ac.uk (the Site), whether as a guest or a registered User. Please read these terms of use carefully before You start to use the Site. By using the Site, You indicate that You accept these terms of use and that You agree to abide by them. If You do not agree to these terms of use, You may not use the Site.

## 1 Definitions and Interpretation

1.1 In these Terms of use, the following terms shall have the meanings assigned to them:

<b>'UCEM Materials'</b>	any materials, documents, assessment, comments or Content created or issued by UCEM and made available to Users through this Site;
<b>'Content'</b>	documents and materials, text, images, photos, audio, video, and all other forms of data, media or communication;
<b>'Site'</b>	The VLE and any other websites owned or operated by UCEM;
<b>'Student'</b>	a Student enrolled in a course or programme run or operated by UCEM;
<b>'Third Party Content'</b>	Content that is made available on the Site by parties other than UCEM or Users;
<b>'Third Party Site'</b>	Any internet web Site not controlled by UCEM;
<b>'User'</b>	anyone who accesses, browses, crawls, scrapes, or in any way uses the Site;
<b>'User Account' or 'Your Account'</b>	any account relating to the Site which is created for You and which may be used to access and use the Site;
<b>'User Content'</b>	Content that Users submit, post, or transmit to, or using, the Site;
<b>'You and Your'</b>	You as a User of the Site, whether registered or not;
<b>'Your Content'</b>	Content that You submit, post, or transmit to, or using, the Site, such as the business ratings, reviews, compliments, information that You display as part of any Account profile, invitations, or other commentary that You may submit, post, or transmit to, or using, the Site;
<b>'We', 'Us' and 'UCEM'</b>	University College of Estate Management, Horizons, 60 Queen's Road, Reading, RG1 4BS, United Kingdom;

## 2 Accessing the Site

2.1 UCEM cannot always guarantee access to the Site. Reasonable endeavours are used to avoid or minimise unplanned downtime and an uptime of 99.9% is targeted. UCEM will give

advance notice of at least 1 week of all planned downtime (for upgrade and maintenance of the Site) and We will endeavour to undertake these at times to ensure minimum disruption.

- 2.2 If You choose, or You are provided with, a User identification code, password or any other piece of information as part of our security procedures, You must treat such information as confidential, and You must not disclose it to any third party. We have the right to disable any User identification code or password, whether chosen by You or allocated by us, at any time, if in our opinion You have failed to comply with any of the provisions of these terms of use.
- 2.3 It is a condition of Your use of the Site that You comply with these Terms of Use. If You do not do so We may terminate or restrict Your access to the Site, and, depending on the nature of Your violation, We may take further action. You must read these Terms of Use for the full terms (in particular section 3), but in partial summary and without reducing the effect of those terms, Your use of the Site must respect the rights of others, including in particular the right not to be subject to harassment or hateful or discriminatory speech and not to be caused any alarm or distress, You must only use others' personal data in ways that are consistent with the UCEM data protection and privacy policies, You must not use the Site for any commercial purpose or to send advertising of any sort, and You must not interfere with the functionality of the Site.
- 2.4 You are responsible for making all arrangements necessary for You to have access to the Site.

### **3 Conditions of use**

- 3.1 The UCEM Site is made available for Your personal, non-commercial use only and You may only use it in accordance with these Terms of Use.
- 3.2 You agree to abide by all applicable local, national and international laws and regulations including rules regarding online conduct and acceptable Content, and the export of data from or import of data into the United Kingdom or Your country of residence.
- 3.3 You are solely responsible for Your conduct in connection with the Site and any Content that You submit, post, and display on the Site and You are also responsible for all acts or omissions that occur under Your Account made by You including the Content of Your transmissions through the Site. The Site and all Content on it or communications sent through it must be maintained as a professional and respectful environment that is accessible and welcoming to all Users and that is appropriate to an educational setting. You must treat the Site as an extension of the physical learning environment and as a guide conduct that would not be regarded as acceptable in public on campus will also not be acceptable using the Site. By way of examples, and not as a limitation, You must not:
  - 3.3.1 defame, abuse, harass, stalk, threaten or otherwise violate the rights or reasonable expectations of others;
  - 3.3.2 publish, distribute and / or disseminate any harmful, obscene, indecent, unlawful, libellous, profane, defamatory, infringing, inappropriate, hateful, or discriminatory or otherwise objectionable material, information or Content, which for the avoidance of

doubt shall include sending or providing links to such material or a description of where such material may be found.

- 3.3.3 use other Users' personal data for purposes other than establishing contact that is objectively reasonably expected to be welcomed by the Users;
  - 3.3.4 upload, post or disseminate Content or use the Site in any way that infringes any third party rights including intellectual property rights;
  - 3.3.5 transmit, email link to or post any material that contains in any form software viruses or such programs as including but not limited to, Trojan horses, worms, time bombs, cancel-bots, computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
  - 3.3.6 disseminate any unsolicited or unauthorised advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other mass messaging;
  - 3.3.7 use the Site for promotional or commercial purposes;
  - 3.3.8 use the Site to distribute material, information or Content promoting terrorism or extremist behaviour or to draw others into terrorism or extremist behaviour, as part of UCEM's obligation under the Prevent Duty;
  - 3.3.9 modify, adapt, reverse engineer, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Site or Site Content (other than Your Content), except as expressly authorised by UCEM;
  - 3.3.10 use any robot, spider, Site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index the Site or any Site Content;
  - 3.3.11 take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on the UCEM's technology infrastructure; or
  - 3.3.12 remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site Content, the protects the rights of other Site Users, or features that enforce limitations on the use of the Site.
- 3.4 UCEM may, but shall have no obligation to, remove or limit Your access to Content and / or this Site if We determine in our sole discretion that Your use of the Site is unlawful, fraudulent, threatening, libellous, defamatory, obscene or otherwise objectionable, or infringes or violates any party's intellectual property or these Terms of Use.

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- 5.1 UCEM is under no obligation to monitor the Site or any Content but may do so at any given time. We also reserve the right to investigate possible breaches of these Terms of Use, block Users from the Site, and refer matters to outside authorities for further investigation. Depending on the nature such referral may or may not be on notice to the User(s) affected.

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- 6.5 Our status (and that of any identified contributors) as the authors of UCEM Materials must always be acknowledged.
- 6.6 If You print off, copy or download any part of the Site in breach of these Terms of Use, Your right to use the Site will cease immediately and You must, at our option, return or destroy any copies of the UCEM Materials that You have made.

## **7 Uploading material to the Site**

- 7.1 Whenever You make use of a feature that allows You to upload Content to the Site, or to make contact with other Users of the Site, You warrant that any such contribution complies with these Terms of Use and You indemnify us for any breach of that warranty.
- 7.2 Any material You upload to the Site will be considered non-confidential and non-proprietary, and We have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose Your identity to any third party who is claiming that any material posted or uploaded by You to the Site constitutes a violation of

their intellectual property rights, or of their right to privacy, except where such a claim is manifestly ill founded on its face.

- 7.3 We will not be responsible to You, or liable to any third party, for the Content or accuracy of any materials posted by You or any other User of the Site.
- 7.4 We have the right to remove Your Content if, in our opinion, it does not comply with these Terms of Use.
- 7.5 You represent and warrant that:
  - 7.5.1 You own the Content posted by You on or through the Site or otherwise have the right to grant the license set forth in this section; and
  - 7.5.2 the posting of Your Content on or through the Site does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Content posted by You to or through the Site. The hosting of certain items that You post, such as video, may require Your agreement to a separate license agreement or terms of use.

## **8 Third Party links and Content**

- 8.1 You will be exposed to User Content and Third Party Content on the Site. We do not undertake that such Content will not be offensive, indecent, inaccurate, objectionable, or otherwise inappropriate, although We will use reasonable endeavours to remove any such material as soon as is reasonably practicable after We become aware of it.
- 8.2 UCEM does not screen, verify or endorse User Content or Third Party Content and cannot vouch for its accuracy and is under no obligation to check the accuracy or truthfulness of any Content, nor to monitor any User's use of the UCEM Site although We will take reasonable steps to remove objectionable Content when We are aware of it. Where the Site contains links to other Sites and resources provided by third parties, these links are provided for Your information only.
- 8.3 UCEM does not control or endorse any Third Party Site and You agree that UCEM is not responsible for Third Party Content or for any loss or damage that may arise from Your use of them.
- 8.4 Some Third Party Content on the Site may have been licensed from a Third Party and this is licensed for Your personal use and may not be resold or provided to others.
- 8.5 You may not distribute, sell, rent, sub-license, or lease Third Party Content, in whole or in part to any third party and You agree not to make Third Party Content available in whole or in part to any other User.

## **9 Liability**

- 9.1 Nothing in this clause 9 seeks to reduce or remove any liability or to exclude any obligation which cannot be reduced removed or excluded by law
- 9.2 Without prejudice to any express obligations We have accepted elsewhere in these terms and conditions We do not guarantee that the Site will be safe or secure and accordingly, Your use of the UCEM Site is at Your sole risk.
- 9.3 To the extent permitted by law the UCEM Site and UCEM Materials are provided 'as is', 'with all faults', 'as available', with no warranties whatsoever and UCEM disclaims any and all responsibility or liability for its, Content, completeness, legality, reliability, or operability or availability.
- 9.4 To the extent permitted by law, under no circumstances will UCEM be liable to You for any, indirect, incidental, consequential, special, exemplary, or punitive damages or losses (including without limitation loss of profits, goodwill, use, data, or other intangible losses), whether based in contract, tort, strict liability, or otherwise, arising out of or in connection with use of, or inability to use, the UCEM Site or UCEM Materials, whether or not UCEM has been advised of the possibility of such damages or loss.
- 9.5 UCEM will aim to ensure by using reasonable endeavours:
- 9.5.1 that the Site will be uninterrupted, error-free, timely, and secure;
- 9.5.2 that defects or errors will be corrected;
- 9.5.3 that the Site or the server that makes it available are free of viruses or other harmful components, and
- 9.5.4 any and all responsibility and liability for the conduct of any other User.
- 9.6 This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## **10 Hold harmless and indemnity**

- 10.1 You agree to hold harmless and indemnify and at UCEM's request defend, UCEM, and its respective owners, officers, managers, members, agents, and employees from and against any claim or demand made by any third party due to or arising out of:
- 10.1.1 Your breach of the Terms of Use; and
- 10.1.2 the infringement by You, or any third party using Your Account, of any intellectual property or other right of any person or entity. UCEM reserves the right, at Your expense, to assume the exclusive defence and control of any matter for which You are required to indemnify us and You agree to cooperate with our defence of these claims. You agree not to settle any matter without the prior written consent of UCEM. UCEM will use reasonable efforts to notify You of any such claim, action or proceeding upon becoming aware of it.

## **11 Termination of the Site**

- 11.1 At any time if You withdraw from Your elected programme at UCEM, You can terminate Your Account which will remove Your profile and other personal information from the view of other Users.
- 11.2 We may terminate Your Account when You are no longer a Student at UCEM. We may also terminate or suspend Your Account when You have breached these Terms of Use. Once Your Account terminates or suspends, You will have no right to use the UCEM Site.
- 11.3 Our proprietary rights, disclaimer of warranties, indemnities, limitations of liability and miscellaneous provisions shall survive any termination of Your membership.
- 11.4 Where possible, UCEM will use reasonable efforts to give Users fair notice of termination or suspension of their access to the Site.
- 11.5 In the event of any termination, whether by You or us, clauses 6, 7, 9, 12, 13, 16 and 17 of these Terms of Use will continue in full force and effect.

## **12 Privacy and personal information**

- 12.1 The use of personal information is governed by our [Privacy Policy \(opens new window\)](#).

## **13 Notices**

- 13.1 UCEM may provide You with notices regarding the Site or these Terms of Use by regular mail, email, or postings to the Site.

## **14 Changes to the Terms of Use**

- 14.1 The Terms of Use may be modified by UCEM from time to time to ensure that they continue to comply to applicable law or as may be necessary in connection with technology changes provided via the Site. When changes are made, they will be included in updated Terms and Conditions of Contract.
- 14.2 Your continued use of the Site after any posted modification to the Terms of Use indicates Your acceptance of the modification.

## **15 Compliance**

- 15.1 UCEM reserves the right to take any legal or technical remedies to prevent the breach of these Terms and to protect the Site, the UCEM Users, and the rights and property of UCEM, for example, to respond to or mitigate the effects of a malicious attempt to interfere with the operation of the Site, or to remove harmful material from or prevent harmful use of the Site.

## **16 Miscellaneous**

- 16.1 No agency, partnership, joint venture, or employment is created as a result of the Terms of Use, and You do not have any authority of any kind to bind UCEM in any respect whatsoever.
- 16.2 Except as otherwise stated above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.
- 16.3 These Terms of Use contain the entire agreement between You and UCEM regarding the use of the Site and supersede any prior agreement between Us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms of Use.
- 16.4 The failure of UCEM to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision.
- 16.5 These Terms of Use will be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the personal and exclusive jurisdiction of the courts of England.
- 16.6 If for any reason a court of competent jurisdiction finds any provision or portion of the Terms of Use to be unenforceable, the remainder of the Terms of Use will continue in full force and effect.

## **17 Your concerns**

- 17.1 If You have any concerns about material which appears on the Site, please contact the Student Engagement team.