



UNIVERSITY COLLEGE  
OF ESTATE MANAGEMENT

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# **Academic and Programme Regulations**

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Applicable to: All students studying  
on Surveying Technician Diploma  
who started after September 2019

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## 1. Introduction

- 1.1. These regulations apply to you if you are studying on the Surveying Technician Diploma and started your programme after September 2019.
- 1.2. The purpose of these regulations is to make sure:
  - We (University College of Estate Management (UCEM)) keep high quality and standards across all our (UCEM's) awards;
  - there are consistent outcomes across programmes; and
  - you are treated equally and fairly throughout your studies with us (UCEM).
- 1.3. These regulations do not cover admissions. For admissions read the [UCEM Code of Practice chapter on Admissions and Recognition of Prior Learning \(opens new window\)](#).
- 1.4. You must make sure you understand these regulations and any changes that are made during your studies because they apply to all aspects of your studies with us.
- 1.5. The Academic Board approves these regulations and can make changes to them. (The Academic Board is our highest academic governing board.)
- 1.6. The Academic Board can change these regulations, so we can:
  - a. meet the requirements of regulatory, external professional and/or accrediting bodies (for example the Office for Standards in Education, Children's Services and Skills (Ofsted) or the Royal Institution of Chartered Surveyors (RICS));
  - b. keep to changes in the law; and/ or
  - c. make changes for your benefit, following consultation with student representatives. If urgent changes for your benefit are required, and therefore there is limited time to complete consultation, student representatives will instead be informed.
- 1.7. We will notify you of any changes to these regulations before they happen through announcements on the [Virtual Learning Environment \(VLE\) \(opens new window\)](#) and our [website \(opens new window\)](#).
- 1.8. We will normally only implement changes to these regulations at the start of each academic year.
- 1.9. However, emerging external requirements or circumstances may make it necessary to make changes with immediate effect. In this case we will inform you and other students via the VLE and email before these changes come into effect.
- 1.10. The version of the regulations that applies to you is the latest version that was published on our website at the time of your last registration or re-registration.
- 1.11. The Board of Examiners is allowed to vary the standards set out in these regulations in your interest, in consultation with external examiners. Normally variation will only occur if there is sufficient evidence that you have been successful on programme, or that your studies have been affected by circumstances beyond your control, and either:

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- a. you are at a borderline grade boundary;
- b. you are close to award; or
- c. you are at risk of having your studies terminated.

The variation to the regulations cannot be made if it means that programme learning outcomes are not being met. (The Board of Examiners is made up of the Boards which make unit grade, progression and award decisions, and includes external examiners, see [section 4.3.](#))

- 1.12. These regulations are supported by other important documents which you also have a responsibility to understand. If you have questions about any regulations or policies, contact the Student Engagement Team via [Student Central \(opens new window\)](#). A glossary of terms that we use is available on the [VLE \(opens new window\)](#).
- 1.13. All of these important documents can be accessed on the [Student Policies page \(opens new window\)](#) page of the Student Hub on the VLE and on our website.
  - [Terms and Conditions \(opens new window\)](#)

The legal document that sets out the terms and conditions that apply to your study with us. You will receive these when we invite you to register for your programme.
  - [UCEM Student Charter \(opens new window\)](#)

Written in partnership with students, this charter outlines what you can expect from us while you are studying with us, as well as your responsibilities and duties.
  - [UCEM Code of Practice \(opens new window\)](#)

A series of chapters with accompanying documentation, which set out our academic policies and procedures.
  - [UCEM Student Protection Plan \(opens new window\)](#)

Details the measures that we have put in place to protect your interests and assure continuity of study.
  - [Student Handbook \(opens new window\)](#)

Introduces you to your studies with us and the resources that are available to you.
  - [Apprenticeship Handbook \(opens new window\)](#)

Introduces you to your apprenticeship
  - [Assessment Handbook \(opens new window\)](#)

A guide to assessment.
- 1.14. Any dispute, whether under these regulations or any other regulations or codes of conduct or any contract between you and UCEM will be governed by, and interpreted under, English Law.

## 2. Your programme

### 2.1 Introduction

- 2.1.1. Your programme, and everything related to it, is conducted in English.
- 2.1.2. Your programme is delivered through a combination of supported online learning, via our Virtual Learning Environment (VLE) and face-to-face workshops. This is called “blended learning”. You must keep to the [VLE Terms of Use \(opens new window\)](#).
- 2.1.3. Important information about your programme is available in your **programme specification**. Examples of the type of information you can find in your programme specification include award details, programme aims and structure, programme learning outcomes and unit summaries. Your [programme specification \(opens new window\)](#) is available on our website and on your [programme page of the VLE \(opens new window\)](#). You should refer to the programme specification which relates to the academic year when you started your programme with us, unless we have notified you of any updates.
- 2.1.4. Your programme has a final award associated with it. To be given this award you must achieve the minimum number of credits as outlined in the section 7 and fully meet any extra requirements outlined in section 7, and your programme specification. See [section 2.2.4](#) to learn more about “credits”.

### 2.2 Units

- 2.2.1. Your programme is made up of units.
- 2.2.2. A unit will be either:
  - core – all students must study this specific unit
  - specialist – this is a unit specific to your pathway that you must studyWhether a unit is core or specialist will be outlined in the programme specification.
- 2.2.3. Units are given an academic level based on national guidance. See Ofqual [“Regulated Qualifications Framework \(RQF\)”](#). Your units are level 3.
- 2.2.4. Units are given a credit value. (“Credit” is a simple way of indicating, using numbers, the amount of learning required.) To be given this credit you must meet the requirements as outlined in [section 5.1](#).
- 2.2.5. Important information about a unit is available in the **unit descriptor**. Unit descriptors are available on [your programme page of the VLE \(opens new window\)](#). You must refer to the descriptor that is active when you register/ re-register, unless we have notified you of any updates. The unit descriptor:
  - confirms the credit value for that unit;
  - defines the syllabus and learning outcomes for that unit;
  - defines the assessment(s) in that unit;
  - defines the grading criteria for that unit (each unit learning outcome has grading criteria which state what you need to show in your assessment to be given a pass, merit or distinction grade);

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- confirms the recommended learning hours required for that unit. (Learning hours refers to the time spent studying to achieve the unit's learning outcomes and will vary from student to student. We calculate this number by equating one credit to ten learning hours. The Total Qualification Time (TQT) is the sum of the learning hours for each unit you must study.)
- 2.2.6. You may need to meet specific academic requirements to be allowed to study certain units. For example, you may have to study a certain unit before being allowed to study another. These requirements will be outlined in the unit descriptor and programme specification.
- 2.2.7. You can study a maximum of 9 credits at any one time, except when you are resubmitting/resitting or retaking a unit (see [section 5.3](#)), in which case you can study a maximum of 18 credits. This means you can either study one module for the first time, or study one module for the first time and study a resubmit/resit or retake, or study two resubmit/resits or retakes.

## 2.3 Maximum Period of Registration

- 2.3.1. There is a time limit within which you must complete your programme. This is called the "maximum registration period". From the start date of your programme, your normal maximum registration period is four years.
- 2.3.2. Any breaks in learning (see [section 3](#)) is included in your maximum registration period.
- 2.3.3. Normally, your maximum registration period cannot be extended even in the case of mitigating circumstances.
- 2.3.4. We will monitor your progress towards completing your programme within the maximum registration period and offer advice as appropriate. If you do not complete your programme within the specified time, your studies will be terminated (see [section 9](#)).

## 3. Break in learning

- 3.1.1. A "break in learning" is defined as a break in training where you are not continuing with your apprenticeship but you have told your employer beforehand that you intend to resume your apprenticeship in the future.
- 3.1.2. A break in learning can only be agreed in relation to medical treatment, parental leave or leave for other personal reasons that prevent you from progressing with your apprenticeship. Annual leave, public holidays and short-term absences (up to four weeks) cannot be agreed as a break in learning.
- 3.1.3. If you want to go on a break in learning, you must first discuss this with your Apprenticeship Outcomes Officer. If your Apprenticeship Outcomes Officer agrees your circumstances could be considered for a break in learning, we will discuss with your employer together. If your employer is supportive of a break in learning, your Apprenticeship Outcomes Officer will log the request in Student Central. At this stage we must collectively agree a planned return date (which can be changed if required by mutual agreement).
- 3.1.4. Your VLE access for any modules you registered for in the semester you took your break in learning will become "read-only". This means that you can still view learning materials, but you cannot engage. For example, you cannot submit assessments, participate in forums or download e-Books.
- 3.1.5. You will still be subject to these regulations during your break in learning.

- 3.1.6. Any breaks in learning will still count to your maximum registration period.
- 3.1.7. You are not allowed to participate in the resubmission period for a module that you started before your break in learning. Instead, you should join the next delivery of the module.
- 3.1.8. Any pass standard assessment marks (see section 5.1) that you have achieved in units that you started before your break in learning will automatically be carried forward to the next time you study the unit, unless the unit descriptor has changed.
- 3.1.9. See [section 8.2](#) for information on what will happen if you do not return after your agreed break in learning.

## 4. Assessment

### 4.1 Introduction to assessment

- 4.1.1. Assessment is how you show that you have met a unit's learning outcomes. Learning outcomes are the skills, understanding or aptitudes that you should gain from studying a unit.
- 4.1.2. Assessments can be either:
  - a. Diagnostic – assesses existing knowledge. Does not count to your final grade.
  - b. Formative – feedback on your performance in the assessment is provided to help you learn and improve. Does not normally count to your final grade.
  - c. Summative – contributes to your overall unit grade.
- 4.1.3. The type of assessment(s) used in each unit is in the unit descriptor. The types of assessments used will include coursework (such as case study, leaflet, poster, survey, report, presentation or letter) and computer marked assessments.
- 4.1.4. In exceptional circumstances, the Board of Examiners can choose to use an oral interview (*viva voce examination*) in addition to or in place of the assessment defined in the unit descriptor. You cannot request an oral interview.
- 4.1.5. It is your responsibility to read and follow these regulations relating to assessment as well as:
  - the procedures in the [Assessment Handbook \(opens new window\)](#);
  - the [UCEM Code of Practice chapter on Academic and Behavioural Conduct \(opens new window\)](#) and the [Academic Misconduct Procedure \(opens new window\)](#) (see [section 11](#)); and
  - the assessment rules specific to each assessment which are published before the assessment.
- 4.1.6. Some units require you to develop knowledge and understanding of legal frameworks and/ or practice. If relevant new or amended laws come into effect up to six months before the assessments for the unit, you are expected to familiarise yourself with any extra material provided about the general principles of these changes. However, you will not be assessed on them in detail.

### 4.2 Submission

- 4.2.1. It is your responsibility to make sure that you submit your assessment in the appropriate format using online submission by the required deadlines.



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- 4.2.2. Assessments submitted by a different method to the method stated in the assessment brief will not be accepted unless under exceptional circumstances.
- 4.2.3. Extensions are not permitted. Submissions received after the submission deadline will not be marked and you will be given a fail.
- 4.2.4. You must follow all instructions on [the unit page on the VLE \(opens new window\)](#).
- 4.2.5. You must keep copies of your assessment and confirmation of receipt by UCEM.
- 4.2.6. You must check whether your assessments have a word count. The word count will be defined in the unit descriptor and in the assessment brief. If you exceed a word count this may limit the grade you can gain, as outlined in the [Assessment Handbook \(opens new window\)](#).
- 4.2.7. All assessment submissions are checked for plagiarism. See [UCEM's Code of Practice Chapter on Academic and Behavioural Conduct and the Academic Misconduct Procedure \(opens new window\)](#) for further details on plagiarism. It is your responsibility to make sure that your work is your own and that the contribution of others is properly acknowledged and referenced. You can learn about referencing and plagiarism in the [Study Skills section of the VLE \(opens new window\)](#) and using the [UCEM Guide to Referencing and Citation \(opens new window\)](#) available on the VLE.

### 4.3 Quality assurance of assessment and award

- 4.3.1. We have various processes and boards which ensure that our assessment, progression and award regulations and policies are applied consistently.
- 4.3.2. Before you are given assessments, we undertake **Internal Quality Assurance (IQA)** where we review the assessments to check that they are in line with:
  - the [Assessment Handbook \(opens new window\)](#);
  - the unit's learning outcomes;
  - the required assessment format;
  - the appropriate RQF academic level (see [section 2.2.3](#)).
- 4.3.3. Before you are given your provisional grade for each assessment they go through Internal Quality Assurance (IQA). IQA involves sampling and monitoring of assessment practice to ensure required standards are met. It may result in an adjustment of the grade.
- 4.3.4. Academic Board is responsible for the standards of its awards. Academic Board gives this responsibility to the Board of Examiners who make decisions on marks, progression and awards. See the [UCEM Code of Practice chapter on Board of Examiners \(opens new window\)](#) for more information.
- 4.3.5. All assessment results are provisional until they have been approved by the Board of Examiners and are released as part of your final unit grade release.
- 4.3.6. The Board of Examiners is made up of two separate boards:
  - 1) **Unit Boards**

Confirms and agrees unit grades and approves mitigating circumstances panel's recommendations. Your grades may be adjusted at this stage.
  - 2) **Award Boards**

Verifies progression through a programme, awards and, where applicable, the classification of awards. All Progression and Award Board decisions are made in

consultation with the relevant external examiners. The Progression and Award Board approves awards.

- 4.3.7. Academic Board receives the decisions of the Board of Examiners for final ratification. (Ratification is defined as making decisions official.) This is the final step in the approval of the award. The decision of the Academic Board is final (subject to appeal, see [section 18](#)). For information about how and when an award is granted see [section 7](#).
- 4.3.8. Your assessment, unit, progression and award results are released to you on set release dates. These release dates are published in advance each year.
- 4.3.9. Results will not be given over the telephone unless the Principal, or exceptionally the Deputy Principal in the Principal's absence, has given permission.
- 4.3.10. **External Examiners** are appointed by us to make sure that standards are consistently applied in the granting of awards. They are consulted throughout the quality assurance processes described above. See the [UCEM Code of Practice chapter on External Examining \(opens new window\)](#) for more information.
- 4.3.11. In addition, there are two panels that report to the Board of Examiners:
  - **Mitigating Circumstances Panel**  
Makes recommendations to the Unit Boards on cases of mitigating circumstances. See [section 6](#) for more information on Mitigating Circumstances.
  - **Academic Misconduct Panel**  
Reviews cases of suspected academic misconduct and decides if academic misconduct has occurred and whether a penalty should be applied. See [section 11](#) for more information about academic misconduct.

## 5. Unit Achievement

### 5.1 Achieving unit credit

- 5.1.1. The unit descriptor outlines the grading criteria (see [section 2.2.5](#)).
- 5.1.2. On an individual assessment:
  - if you have met all pass, merit and distinction grading criteria you will be given a distinction.
  - if you have met all pass and merit grading criteria you will be given a merit.
  - if you have met all pass grading criteria you will be given a pass.
  - If you have **not** met all the pass grading criteria you have failed the assessment. In your first attempt only, if you have failed to meet only one pass grading criteria your grade will be recorded as a borderline fail. See [section 5.3.5](#) for implications of a borderline fail grade on your resit.
- 5.1.3. Credit is awarded for a unit if you have shown you have met the unit's learning outcomes. To show this you must:
  - pass all individual assessments; and
  - achieve an overall pass grade or higher.
- 5.1.4. If you do not meet these requirements in 5.1.2, you have failed the unit and credit is not awarded. For information about resits, see [section 6.3](#).
- 5.1.5. Credits cannot be divided.

- 5.1.6. You may request an interim transcript detailing the credits you have achieved at any point in your studies.

## 5.2 Resubmission of passed units

- 5.2.1. If you achieve unit credit at your first attempt, a resubmission allows you to revise and resubmit your coursework assignment only, by a set deadline, to try and improve your grade.
- 5.2.2. Either the original or resubmission grade for your coursework assignment, whichever is the highest, will be recorded.

## 5.3 Resits for failed units

- 5.3.1. If you failed the unit at your first attempt, a resit allows you to immediately resit any failed assessments, by a set deadline.
- 5.3.2. The rules about achieving credit outlined in [section 5.1.2](#) also apply to resits.
- 5.3.3. If you failed a unit overall but passed (or higher) any of the individual assessments in your first attempt, this mark will be carried forward to your resit and you will not resit this piece of assessment.
- 5.3.4. For individual pieces of assessment either the original or resit mark, whichever is the highest, will be recorded.
- 5.3.5. If you received a borderline fail at your first attempt, no limit is placed on the unit grade you can achieve at resit.
- 5.3.6. If you received a fail at your first attempt, your unit grade at resubmission will be capped at a pass. This will not affect the final classification of your award other than by the mark awarded. (Capping is where a limit is put on the grade you can achieve and, if you achieve more than this limit, only the limit grade will be recorded. For example, if after resitting a unit you achieve an overall unit grade of distinction, your overall unit grade will instead be recorded as a pass.)

## 5.4 Retakes for failed units

- 5.4.2. You can only retake a unit if you fail your resit.
- 5.4.3. You can retake a maximum of two units.
- 5.4.4. The overall module mark you achieve for a retake will be capped at the unit pass mark. This will not affect the final classification of your award other than by the mark awarded. (Capping is where a limit is put on the grade you can achieve and, if you achieve more than this limit, only the limit grade will be recorded. For example, if after resitting a unit you achieve an overall unit grade of Distinction, your overall unit grade will instead be recorded as a pass.)
- 5.4.5. To retake a unit you must join the next delivery of the unit, unless you choose to take a break in learning (see [section 3](#)). Grades from previous attempts of the unit are not carried forward.
- 5.4.6. The rules about achieving credit outlined in [section 5.1](#) also apply to retakes.
- 5.4.7. Retaking the unit allows you access to all learning material required for the module delivery. It is your responsibility to note any amendments to the unit descriptor or to the format of the assessment made since you first studied the unit.
- 5.4.8. Unless agreed in advance, you must submit the assessment for each module by the due dates.

- 5.4.9. If you have used up all your allowed attempts at a unit, you will not normally be allowed to continue with your programme.

## 6. Mitigating Circumstances

- 6.1 There may be times when you feel certain circumstances have had, or will have, a negative effect on your performance. If this is the case, you should notify us immediately. Read UCEM's Mitigating Circumstances Procedure for information on how to do this.

## 7. Awards, Certificates and Graduation

### 7.1 Your award

- 7.1.1. To qualify for the award of Surveying Technician Diploma you must achieve 54 credits.
- 7.1.2. Grades on individual units provide the following points towards your overall classification:

Grade	Points
Distinction (D)	15
Merit (M)	10
Pass (P)	5

For example, if you achieved a pass in all your units you would achieve  $6 \times 5 = 30$  points.

- 7.1.3. The classification of your award is calculated as follows:

Classification	Criteria
Distinction (D)	At least three units with Distinction grades and achieve at least 70 points
Merit (M)	Achieve a Pass grade (or better) in all units and achieve 50 to 70 points (but are below the distinction criteria)
Pass (P)	Achieve a Pass grade (or better) in all units and achieve less than 50 points

### 7.2 General

- 7.2.1. The final granting of the following award takes place at an awards ceremony or graduation. This is called conferment and can only occur once. You will not normally be allowed to use the rights and privileges of a degree or any linked award (for example the use of designatory letters) until the award has been formally conferred.
- Surveying Technician Diploma (learning aim reference 00301593)
- 7.2.2. You will wear UCEM academic dress at any awards ceremony or graduation.
- 7.2.3. Once your award has been conferred, you will be given a certificate as proof of the award received.

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- 7.2.4. In addition to the award certificate you will receive a diploma supplement. A diploma supplement is a document that is similar to a transcript, but it also provides a standardised description of your studies with us. This makes sure that it is more easily understood and transparent to employers and higher education institutions outside the UK.
- 7.2.5. Replacement certificates will only be issued if you provide us with a written request. The request cannot be made by anyone else. Replacement certificates will only be issued if the original has been lost, damaged or if any details on the certificate are incorrect. Replacements of lost or damaged certificates will only be issued after payment of the required fee is received.
- 7.2.6. The name recorded on a certificate or transcript issued by us, or included in any publication, will be the name held on your student record. It is your responsibility to make sure that your personal details are up to date and to inform us of any changes.
- 7.2.7. If we issue you a unit certificate, for example as evidence of continuing professional development, this does not represent an award. The associated credits are only an indicator of the learning hours required for the unit and cannot be used to contribute to any of our awards without prior agreement and subsequent registration on the relevant programme.
- 7.2.8. If you have successfully completed your programme and your award has been ratified by Academic Board, you cannot register for any more units or resubmit any assessments to improve your grade.
- 7.2.9. We reserve the right to officially cancel any award given (this is known as revocation of an award) 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 of the decision. You can appeal this decision, see [section 19](#).

## 7.3 Professional membership

- 7.3.1. Many of our programmes are accredited by professional bodies and these details are outlined in your programme specification.
- 7.3.2. Sometimes, separate from the accreditation of your programme, your award may meet the requirements outlined by a professional body, in full or in part, for their professional membership or professional qualification. If this is the case, the professional status or qualification will not necessarily or automatically be granted. This decision is at the discretion of the professional body.

## 7.4 Aegrotat awards

- 7.4.1. An aegrotat award is an award given if you are unable to complete the requirements of your programme due to serious illness or other major mitigating circumstances.
- 7.4.2. The decision to give an aegrotat award is made by the Progression and Award Board. The Board will only make this decision if they are satisfied that:
  - a. The case is supported by appropriate evidence;
  - b. Prior performance shows beyond reasonable doubt that you would have passed had it not been for the exceptional circumstance; and
  - c. You are unlikely to return to study at a later date that will be within your maximum period of registration.

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- 7.4.3. An aegrotat degree is normally awarded without classification. The Progression and Award Board can, in exceptional circumstances, award a classified aegrotat degree where they believe the evidence of academic achievement justifies this.
- 7.4.4. If you accept an aegrotat award you confirm you will be unable to complete the remaining programme requirements and you **will not** be allowed to complete them at a later date. If you decline the award, you **will** be allowed to complete any outstanding programme requirements (subject to these regulations).

## 7.5 Posthumous Awards

- 7.5.1. A posthumous award is an award given where a student dies during study for a programme. A posthumous award is not distinguished in any way from other awards.
- 7.5.2. The decision to give a posthumous award is made by the Progression and Award Board. The Board will use all available evidence, including:
- progression (the student will be expected to have achieved at least two-thirds of the credits required for the award);
  - the possible impact of any mitigating circumstances;
  - the student's level of commitment and participation; and
  - the quality of work submitted by the student.
- 7.5.3. Where it is not possible to grant a posthumous award of the target award of the programme, consideration will be given to granting an alternative, lower level award and/ or providing a formal record of achievement (transcript).

## 8. Withdrawal

- 8.1. Your employer can choose to withdraw you from your programme. This is permanent.
- 8.2. If you do not return from a break in learning when agreed, and do not agree a further break in learning, you will be considered to have withdrawn.
- 8.3. If you are withdrawn, your registration with us will end and you will no longer have access to the VLE.
- 8.4. If you are withdrawn, you will automatically receive a transcript detailing the credits you have achieved.

## 9. Consequences of termination

- 9.1. The **Apprenticeship [Terms and Conditions \(opens new window\)](#)** outline the circumstances where we can terminate your study on a programme.
- 9.2. If your study is terminated you have the right to appeal (see [section 19](#)).
- 9.3. If your study is terminated, your registration with us will end, and you will no longer have access to the VLE. Re-admittance on any of our programmes will not normally be permitted.
- 9.4. **[The Refund and Compensation Policy \(opens new window\)](#)** outlines any refunds that may be available if your study is terminated. If termination occurs as a result of disciplinary action you will not receive a refund for fees paid or any extra study costs you may incur.

## 10. Exclusion

- 10.1. You may be temporarily excluded from UCEM on the authority of the Principal or on the authority delegated to the Deputy Principal based on disciplinary grounds. This can be appealed (see section 19).

## 11. Academic and behavioural conduct

- 11.1. We expect reasonable standards of behaviour, honesty and integrity from all our students in both their general and academic conduct. These standards are outlined in:
- the [Apprenticeship Terms and Conditions of Contract \(opens new window\)](#);
  - the [Code of Practice chapter on Student Academic and Behavioural Conduct \(opens new window\)](#);
  - the [Student Disciplinary Procedure \(opens new window\)](#);
  - the [Academic Misconduct Procedure \(opens new window\)](#) (Academic Misconduct is defined as cheating, attempts to cheat, plagiarism, collusion and any other attempts to gain an unfair advantage in assessments); and
  - the [Apprenticeship Student Conduct Expectations \(opens new window\)](#) document.
- 11.2. We may take academic or disciplinary action if you fail to uphold these standards.
- 11.3. [UCEM's Code of Practice chapter on Student Academic and Behavioural Conduct, the Academic Misconduct Procedure and the Student Disciplinary Procedure \(opens new window\)](#) defines the range of offences and outlines the procedure for investigation and the sanctions that could be applied.

## 12. Fitness to Study

- 12.1. Fitness to study is a student's 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. This includes reaching the academic requirements of their programme, undertaking the learning and personal development activities required for their programme and engaging with the disability and wellbeing service at the earliest opportunity should the need arise.
- 12.2. The [UCEM Fitness to Study Procedure \(opens new window\)](#) outlines the procedure that will be followed if there are concerns regarding your fitness to study.

## 13. Intellectual property

- 13.1. We do not automatically own the rights to your intellectual property (as defined in [UCEM's Intellectual Property Policy \(opens new window\)](#)). However, we may sometimes request that you assign your intellectual property to us. In this case, we will acknowledge the authorship of the work. If we gain any income from the work, we will share any net income with you, by agreement.
- 13.2. Any original work that you create and submit to us on the VLE is covered by the [VLE Terms of Use \(opens new window\)](#).

## 14. Equality, Diversity and Additional Needs

- 14.1. In accordance with [UCEM's Code of Practice chapter on Equality and Diversity \(opens new window\)](#), we will treat all students fairly, equally and with respect in order to provide an environment to encourage you to reach your full potential.
- 14.2. We expect you to recognise these rights and act accordingly.
- 14.3. In accordance with [UCEM's Code of Practice chapter on Disability and Additional Needs \(opens new window\)](#), the [Disability and Additional Needs Procedure \(opens new window\)](#) and the [Code of Practice chapter on Equality and Diversity \(opens new window\)](#), we will work to create an environment where students with disabilities and additional needs have access to facilities and a learning environment that is, wherever possible, compatible with that experienced by their peers without disabilities or additional needs.

## 15. Health and Safety

- 15.1. We will take all necessary steps to make sure that, as far as is reasonably practical, we protect your health, safety and welfare, in line with the Health and Safety at Work Act (1974) and all other related legislation.
- 15.2. You must co-operate with us on all health and safety matters and follow the information outlined in [UCEM's online health and safety documents \(opens new window\)](#).
- 15.3. If you are on our premises or other venues related to your programme of study you must behave in a way that protects your own safety and the safety of others.
- 15.4. If you have any concerns about health and safety, you must contact your Apprenticeship Outcomes Officer.

## 16. Safeguarding and Prevent

- 16.1. Safeguarding is about protecting people's health, wellbeing and human rights, and enabling them to live free from harm, abuse and neglect, according to British Values.
- 16.2. Under the Counter-Terrorism and Security Act (2015) we also have a responsibility to "*have due regard to the need to prevent people from being drawn into terrorism*" and to make sure that students are aware of the procedures in the event that a concern is raised. This aligns with the [UK Government's Prevent Strategy \(opens new window\)](#).
- 16.3. You must co-operate with us as we fulfil our safeguarding and prevent duties. If you have a concern about your own or another student's health, wellbeing, human rights or relating to extremism, including extremist ideas, you should contact the Designated Safeguarding Lead by emailing [safeguarding@ucem.ac.uk \(opens new window\)](mailto:safeguarding@ucem.ac.uk).
- 16.4. Further details can be found in the [UCEM Code of Practice chapter on Safeguarding and Prevent, the Safeguarding Procedure and the Prevent Procedure \(opens new window\)](#).

## 17. Freedom of speech

- 17.1. We are committed to the freedom of speech for the benefit of students and staff at the institution.



- 17.2. Refer to [UCEM's Freedom of Speech Policy \(opens new window\)](#) for further details.

## 18. Privacy and data protection

- 18.1. Any personal information given to us will be treated with the highest standards of security and confidentiality, in accordance with the Data Protection Act 2018 and the European General Data Protection Regulation 2016 (GDPR).
- 18.2. Our [Privacy Policy \(opens new window\)](#) and [Data Protection Policy \(opens new window\)](#) is available on our website.

## 19. Complaints and appeals

- 19.1. A complaint is *"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"*.
- 19.2. You are expected to raise any issues as outlined in the [Code of Practice chapter on Student Appeals and Complaints and the Student Complaints Procedure \(opens new window\)](#).
- 19.3. An appeal is *"a request for a review of a decision made by an individual or body (i.e. one of the UCEM committees) charged with determining applications for admission and making decisions about student progression, assessment and awards"*
- 19.4. You are expected to raise any appeals as outlined in the [Code of Practice chapter on Student Appeals and Complaints and the Student Appeals Procedure \(opens new window\)](#).

## 20. Further support

- 20.1. If you have any queries, please contact the Student Engagement Team via Student Central by:
- logging an enquiry in [Student Central via the VLE \(opens new window\)](#).
  - telephoning +44 (0)118 921 4696.