

LCCM

Policies

VERSION 3.3

LCCM is an approved institution of The Open University

Table of Contents

ACADEMIC APPEALS POLICY AND PROCEDURES.....	3
LCCM STATEMENT OF PRINCIPLES ON ACADEMIC FREEDOM.....	8
ACADEMIC MISCONDUCT POLICY and PROCEDURES.....	10
ADMISSIONS APPEAL PROCEDURE.....	16
ASSESSMENT POLICY.....	17
CAREER EDUCATION, INFORMATION, ADVICE and GUIDANCE POLICY.....	27
COMPLAINTS POLICY & PROCEDURE.....	30
EQUAL OPPORTUNITIES AND DISCRIMINATION POLICY	35
ASSESSMENT DEFERRAL AND EXTENUATING CIRCUMSTANCES POLICY & PROCEDURE	36
FREEDOM OF SPEECH CODE OF PRACTICE	43
GUESTS, SPEAKERS AND EVENTS POLICY	45
LCCM HARDSHIP AND BURSARY FUND POLICY AND PROCEDURE.....	50
HEALTH AND SAFETY POLICY.....	55
INFORMATION TECHNOLOGY (IT) POLICY.....	60
INTERRUPTION OF STUDIES POLICY AND PROCEDURES	63
PASTORAL CARE AND SAFEGUARDING Policy.....	66
PHYSICAL RESOURCES POLICY	69
LCCM PRINTING AND PHOTOCOPYING POLICY	73
PUBLIC INFORMATION POLICY.....	77
PUBLIC INTEREST DISCLOSURE (Whistleblowing) POLICY and PROCEDURE.....	83
STAFFING POLICY.....	85
ADMISSIONS POLICY AND PROCEDURES	87
STUDENT ATTENDANCE POLICY.....	97
STUDENT CODE OF CONDUCT AND DISCIPLINARY PROCEDURE.....	104
PROGRAMME DEVELOPMENT, AMENDMENT and CLOSURE POLICY & PROCESS	119
STUDENT FEES, PAYMENTS, REFUNDS & COMPENSATION POLICY	123
PRIVACY POLICY	131

ACADEMIC APPEALS POLICY AND PROCEDURES

1. Appealing an assessment decision must not be confused with cases of extenuating circumstances or student complaints, each of which have their own published policies.
2. Students may not appeal against the academic judgement of the Assessment Board. Appeals against assessment decisions will only be considered where the student:
 - i. alleges that an assessment decision has been made that involved an inaccurate calculation and/or did not follow the relevant procedures and practices as detailed in the published programme handbook, module specification, assessment brief or other LCCM policies; or
 - ii. provides written evidence in support of a claim that performance in the assessment was adversely affected by extenuating circumstances which the student was unable or, for valid reasons, unwilling to divulge before the Board of Examiners reached its decision.
3. LCCM will reject all appeals it considers vexatious or frivolous, without further recourse to the appeals procedures. In such cases the Reviewer will provide reasons in writing to the Student as to why the academic appeal is considered an abuse of the process but will not enter into lengthy correspondence about such cases. Any academic appeal considered vexatious or frivolous may lead to action being taken by LCCM under the Student Code of Conduct and Disciplinary Procedure or Academic Misconduct Policy and Procedures.
4. The following are common examples of requests for appeal that are not accepted:
 - a. The appeal is a disagreement with the academic judgement of an assessor in assessing the merits of academic work, which has been reached in accordance with the regulations.
 - b. The student did not understand or was not aware of the published assessment regulations and procedures for a module, subject or programme.
 - c. The appeal is on the grounds that poor teaching, supervision or guidance affected academic performance. In such circumstances a student should submit

- a complaint in accordance with the Complaints Procedure.
- d. No contemporaneous, independent, medical or other evidence has been submitted to support an application that academic performance was adversely affected by factors such as ill health.
- e. The appeal is on the grounds of extenuating circumstances.
- f. No valid reason, i.e. circumstances beyond a student's control, has been submitted as explanation for not submitting extenuating circumstances to the attention of the Assessment Board before it met.
- g. The appeal concerns a long-standing health problem, which the student was aware of at enrolment.
- h. The student was subject to a personal disturbance or illness during or leading up to an assessment, a request for extenuating circumstances, as per the Extenuating Circumstances Policy, was not made and the appeal is not on the grounds that the appellant was unwilling or unable to disclose material extenuating circumstance at the due time.
- i. The student had changed their contact information without informing Programme Administration, resulting in assessment information being sent to an out-of- date address.
- j. Programme Administration receives the appeal beyond the time limit specified below. It is the student's responsibility to ensure that the appeal is submitted on time.

PROCEDURES

5. Where a student feels they have a genuine appeal, the following procedures shall apply.

6. Stage 1

The student will complete an *Academic Appeal Form*, which is available from the student web portal, and submit it via e-mail to Programme Administration, no later than 10 College working days from the date of first release to the student of the relevant assessment result(s).

7. The content of the form will constitute the substance of the Appeal; appellants must thus ensure they make their case fully and accurately at this point. Any further information or matters introduced by the appellant, subsequent to submission of the

form, will be disregarded.

8. Programme Administration will forward the appeal to the Reviewer, being a Programme Leader who does not manage or teach on the appellant's programme. The Reviewer will consider the grounds for the appeal and, where the appellant can demonstrate that the correct assessment procedures may not have been followed, a calculation error may have been made, or that there may have been extenuating circumstances undisclosed for valid reason, the Reviewer will arrange a time or process to meet with the assessor and appellant to discuss the decision and feedback.
9. Via Programme Administration, the Reviewer will inform the awarding body of the appeal within 10 College working days of receipt.
10. The Reviewer will write to the appellant within 10 College working days of submission of the Academic Appeal Form to either:
 - Explain the grounds why the appeal has been rejected, including where the appeal is considered vexatious or frivolous
 - Agree a time for a meeting with the assessor and appellant, which will be, normally, within 15 College working days of submission of the Academic Appeal Form.
11. All appeal documents will be kept for four years after which time they may be destroyed.

12. Stage 2

If having met with the assessor and appellant, the Reviewer considers that there are valid grounds for the appeal, the Reviewer will complete Stage 2 of the initial appeal form detailing why the appeal should be considered.

13. Such grounds will only be made because:
 - An error was made in calculating the result
 - The assessment was not conducted in accordance with the College's Academic Regulations, and/or associated programme and module specifications, assessment

briefs, or other formal written briefings from the assessor

- Material extenuating circumstance previously undisclosed for valid reason

14. The Reviewer will write to the Chair of the Academic Board within five College working days of the meeting at stage one, explaining the details of why the appeal should proceed to Stage 3.

15. Stage 3

The Chair of the Academic Board will inform the Reviewer and the appellant of the date on which the appeal will be considered. This will normally be at the next Academic Board meeting.

16. The Chair of the Academic Board may choose to hold an extraordinary meeting of the Academic Board where any delay could cause possible disadvantage to the student. Disadvantage means that subsequent assessments could be affected by a delay.

17. The Appellant will be invited to present their appeal to the Academic Board, or appoint the Reviewer (who is a Board member ex-officio) to do so on their behalf. The Reviewer may also invite the assessor where doing so would help the Board in reaching a decision. Providing an invitation has been extended, the Board may make its decision in the absence of the appellant, with the Reviewer presenting the appeal regardless of whether so appointed by the appellant.

18. The Academic Board will consider all the evidence arising from the appeal and no other in reaching its decision. The decision of the Academic Board will be communicated to the appellant, Reviewer and awarding body in writing within 5 College working days of the Stage 3 meeting.

19. All paperwork will be kept confidentially for four years.

20. Final right of appeal to the Open University

There shall be a final right of appeal to The Open University against a decision of an Assessment Board only if the appeal relates to a programme leading to an OU award or credit;

and is against a decision related to either:

- progression from one stage to another of the programme to the next;
- or a final award;

and both of the following criteria are met:

- all appropriate internal procedures at the partner institution have been exhausted;
- there are reasonable grounds to believe that the partner institution's internal procedures and regulations for dealing with appeals were not implemented correctly or fairly.

21. The procedure for appealing to The Open University is set out in The Open University Handbook for Validated Awards. The University will issue a Completion of Procedures letter to the appellant at the close of their procedure.

22. If the student is dissatisfied with the outcome after this final stage, they have the right to follow up with the OIA. This policy is reviewed annually by the Academic Board

This Policy is reviewed annually by Academic Board.

LCCM STATEMENT OF PRINCIPLES ON ACADEMIC FREEDOM

“By being places of debate universities are one of our most important pillars of civil society and represent a safeguard against forces that divide and undermine society. If universities are to be the innovative and dynamic organisations that push back the boundaries of knowledge in areas of science, social sciences and the humanities, they must also be places where differing and difficult views can be brought forward, listened to and challenged.” *Universities UK 2011*

All members of LCCM’s academic community, both students, staff and tutors, have freedom within the law to:

- hold and express opinions;
- question and test established ideas or received wisdom;
- develop and advance new ideas or innovative proposals;
- present controversial or unpopular points of view.

In the exercise of this freedom we acknowledge that as members of a welcoming and inclusive community we have responsibilities to each other and to the wider society to:

- value diversity and recognise that different people bring different perspectives, ideas, knowledge and culture and that this difference brings great strength;
- treat others with courtesy and respect, challenge inequalities, and anticipate and respond positively to different needs and circumstances;
- respect the rights of individuals to hold different beliefs and views and to express them through appropriate contribution to discussion and academic debate;
- communicate in ways that are clear, relevant, respectful, accurate and timely, and exemplified by transparency and constructive dialogue.

This means that:

- We will be academically rigorous, justify our views with evidence and academic argument and be willing to recognise the gaps and weaknesses in our own arguments.
- In promoting our ideas, we will make every reasonable effort to minimise the risks of any harm, either physical or psychological, arising for any person, institution or community.
- We will be aware that some academic opinions and arguments may cause offence to some people but that this is not, of itself, a sufficient reason not to express those opinions and arguments. We will, nevertheless, be sensitive to the views of others and we will not present or challenge views in a way that is hostile or degrading.
- We respect the right of others to challenge our views, provided that it is based on accurate evidence, facts or reasonable argument and that it is thoughtful and made in appropriate fora.
- We will always be careful to distinguish between our personal views and those of LCCM or any other person, group of people or organization with which we may be associated.

- We will consider the legal implications of our actions. We recognise that there may be consequences if we act in breach of the law and will only involve others with their express consent.
- We will reflect upon and apply these principles in our teaching, research, study, and debate. We will be proactive in protecting academic freedom for ourselves and for others and use it responsibly for the promotion of knowledge and understanding.

This statement of principle is reviewed annually by the Academic Board

ACADEMIC MISCONDUCT POLICY and PROCEDURES

1. Academic misconduct is defined as any improper activity or behaviour by a student which may give that student, or another student, an unpermitted academic advantage in a summative assessment. Any penalties arising from academic misconduct will be levied in line with the AMBeR Tariff (see paragraph 32 below).
2. We recognise that students may inadvertently submit work that demonstrates poor academic practice, with no intention to deceive. This may be due to a lack of understanding of academic convention, poor referencing, or cultural educational differences. Examples may include; where a student has identified they have used the work of someone else without appropriate referencing, sections of material have been used verbatim rather than synthesised. In these circumstances the Programme/Module leader will work with the student, providing an educational opportunity to improve future practice.
3. The Programme Leader will lead on this to ensure clarity and consistency across the programme. The student may lose marks, have the opportunity to be re-assessed or amend their current submission. A record of all poor academic practice will be maintained to ensure the issue is resolved and emergent patterns can be reviewed and addressed, but will not form part of the student record.
4. Where an assessment official believes a student (or group of students) have tried to deliberately gain advantage the college will investigate the allegation of academic misconduct and apply sanctions as appropriate.
5. **Examples of academic misconduct;** Any form of unfair, improper or dishonest practice in assessment will be considered as academic misconduct. This will include not complying with invigilator or assessor instructions. The following list of examples is not exhaustive, but representative of unacceptable behaviours.
6. **Plagiarism** is the act of presenting the work of another as your own, often using large pieces of written material from hard copy or internet sources, without expressly declaring the author of the original work; or including any material which is identical or substantially similar to the candidate's own material which has already been submitted for any other assessment
7. **Collusion** is the act of working with others in preparation for an assessment and then claiming sole authorship or copying another student's work. This is not the same as collaboration, where an assessment brief expressly acknowledges that students will be working together to provide a piece of work
8. **Fabrication** includes:

- using data or report results that justify your argument but have no empirical value because they have been invented or falsified.
 - Making false declarations to receive special consideration in assessment, including requests for deferrals, extenuating circumstances etc
 - Failing to define the content and extent of individual work when submitting group work
9. **Impersonation** is allowing someone to impersonate the identity of another to improve assessment results.
10. **Unauthorised possession of material** includes:
- unpermitted notes on admissible written content,
 - prohibited materials within an examination room,
 - obtaining or seeking to obtain access to an assessment paper prior to its authorised release.
11. **Bribery** is any attempt to influence an officer or representative of LCCM to improve or affect an assessment result.

Procedures:

12. Misconduct in Exams

Where an invigilator suspects a candidate of infringing examination regulations they shall, if possible in the presence of another invigilator to act as witness to the action taken:

- confiscate any unauthorised material in the possession of the candidate
- write on the front of the candidate's script noting the time when the alleged infringement was discovered.
- In the case of suspected collusion, the invigilator should write on the scripts of all the candidates involved.
- Wherever possible the invigilator should require another invigilator to act as witness by countersigning the note
- issue a new examination script to the candidate(s) in question, clearly instructing them to continue (not to restart) the examination
- inform the candidate(s) in question, at the end of the examination, that a report of the incident will be submitted to the Chair of the Assessment Board
- write a brief report giving details of the incident
- report the allegation to the Programme Leader within 5 College working days of the incident

13. Misconduct in Assessment (oral, performance, submitted work)

Where an assessor, external examiner or any LCCM staff member acting in a formal capacity as part of an assessment process suspects any academic misconduct they shall:

- write a note on the front cover candidate's work detailing the location of any plagiarised passages or other summary of the nature of the alleged misconduct
 - report the allegation to the Programme Leader within 5 College working days of the incident
14. ***Please note: where a serious allegation of academic misconduct is discovered after the deadline of 5 College working days, such an allegation may be pursued retrospectively under these procedures. Where a student has already graduated, the outcome may result in the revoking of a qualification already awarded.***
15. The Programme Leader will determine, in consultation with the module leader, if the matter is poor academic practice or academic misconduct. All reported cases will be summarised and presented to the Assessment Board.
16. **Academic Misconduct;** In cases of suspected academic misconduct the Programme Leader will write to or meet with the student/s to discuss the case and agree a suitable penalty or explain the panel procedure following the initial investigation. and detail a recommended penalty for the violation.
17. This initial discussion will take place within 10 College working days of the allegation being reported to the Programme Leader.
18. All cases will be referred in writing to the Chair of the Assessment Board who shall;
- accept the case and recommended sanction; or
 - authorise an academic misconduct panel; and
- advise the student of this decision in writing within 10 College working days of the date of the above initial discussion
19. A summary of all cases will be provided at the Assessment Board for transparency and monitoring.
20. **Panel Hearing and Notice**
- The membership of the hearing panel will consist of three individuals:
- the Chair of the Assessment Board (or approved nominee)
 - 2 staff members drawn from Senior Academic members of LCCM.
21. Module Leaders or tutors involved in the assessment about which the allegation was made will act as witnesses. No member of staff who has been involved in teaching or assessing the student shall be eligible to serve on the Panel.
22. The Chair of the Assessment Board will set the date, time and place for the panel hearing, which will be within 20 College working days of the date of the initial meeting at para.16 above. The candidate will be sent notice of these details including the precise

membership of the panel no later than 10 College working days before the hearing date. The candidate will also be sent any documents to be used by the panel.

23. The candidate may submit oral or written evidence at the hearing however written evidence must be submitted to the Chair of the Assessment Board no later than 5 College working days before the hearing is scheduled to take place.
24. The candidate may object to the appointment of panel members and to the date giving grounds for the objection. However, any change to the arrangement is solely at the discretion of the Chair.
25. Due notice of the Panel Hearing will be considered to have been given on sending the notice and supporting information to the student's email address as is held on record by LCCM.
26. At the discretion of the Panel, the case may be heard regardless of whether the student attends the meeting.
27. **The Panel Hearing**

All proceedings and papers associated with the hearing are strictly confidential to those invited to attend.
28. The student shall have the right to be accompanied by a companion however legal representation is not allowed at a Panel Hearing. No new written evidence may be presented by the candidate. Mechanical, electrical or electronic recording by any means shall be prohibited.
29. The purpose of the panel hearing is for the panel to reach a decision as to whether an act of Academic Misconduct has taken place. The procedure for the panel hearing panel shall be as follows:
 - state the allegation, present all the evidence and question those who have submitted it or are acting as witnesses
 - invite the candidate to explain the grounds and evidence for their disputing of the allegation
 - discuss the case having asked the candidate to leave the hearing room temporarily
 - reach a decision by majority vote
30. The candidate (and companion) will be invited to return to the hearing room where the panel will present their decision. The decision will be sent by email to the candidate and Assessment Board within 5 College working days of the panel hearing.
31. **The panel will decide:**
 - There was no academic misconduct and the student's results should be released

- The incident falls into the category of poor academic practice and the matter is returned to the Programme Leader
- Academic misconduct has occurred and following consideration of the Programme Leader's recommendations and any mitigating circumstances a penalty will be decided.

32. Penalties available include but are not limited to:

- where assessment advantage has been gained from the breach in the form of higher grades, a proportionate penalty will be identified to negate the advantage
- an activity to ensure the educational understanding of academic misconduct in the context of the student's studies
- a written warning to be retained on the student's file for the rest of the period of study with the College
- assigning a mark of zero to the assessment with an uncapped re-sit
- assigning a mark of zero to the assessment with a capped re-sit
- where a module is not core to a programme, a mark of zero without the right to retake the module but with the right to take an alternative elective for a capped mark
- assigning a zero to all modules on a stage of the programme (or a specified group of modules) and permitting a repeat of these modules - any marks then achieved on the modules will be capped at the pass mark
- termination of the student's enrolment. (See also the "Terms and Conditions of Enrolment" and "Student Fees, Payments and Refunds Policy").

Where academic conduct via plagiarism has been found, points will be calculated, and a penalty assigned using the AMBER plagiarism reference tariff

33. All decisions will be confirmed in writing to the affected students and be shared with the Academic Board and Assessment Board for annual monitoring and evaluation.

34. All paperwork will be kept confidentially for four years.

35. Appeal Process

A student may appeal against the decision of the Assessment Board to impose a penalty following the Board's receipt of the report confirming a case of academic misconduct. Such an appeal will be made through the Academic Appeals Policy and Procedures and must be received by the relevant Programme Leader within 10 College working days of the decision being sent to the candidate. Normally an appeal may be made on the following grounds:

- there is new and relevant evidence which the student was demonstrably and for the most exceptional reasons unable to present for the Panel Hearing
- the Academic Misconduct procedures were not followed to such an extent that the decision reached was unsound
- there is documented evidence of prejudice or bias on the part of the panel at the hearing

- the penalty imposed is disproportionate to the level offence
36. Where the decision is to reject the appeal, the student will be informed in writing that the internal process is now complete and given the relevant information on how to approach the Open University as appropriate.
 37. If the student still believes the matter has not been dealt with fairly or according to the published procedures, the student may file a complaint with the Office of the Independent Adjudicator.

This policy is reviewed annually by the Academic Board.

ADMISSIONS APPEAL PROCEDURE

1. Applicants may appeal against the outcome of their application to study at LCCM, including recognition of prior learning, solely on the grounds that:
2. LCCM admissions policy or process had not been followed correctly; and/or key information was not made available during the application process, through no fault of the applicant and that this had a material effect upon the outcome of the application.
3. The applicant must submit their reasons for appeal in writing to the Admissions Manager within four weeks of the date of LCCM's decision on their application. (admissions@lccm.org.uk)
4. The Admissions Manager shall discuss the decision with the relevant tutor and reply to the applicant's points in writing within 10 College working days of receipt of the applicant's submission at 2. above.
5. If the applicant is still dissatisfied and wishes to pursue the appeal, the applicant may write to the Vice Principal within 5 College working days of receipt of the Admissions Manager's reply at 3.
6. The Vice Principal shall review the admissions decision, examining the evidence and discussing with the Admissions Manager and if necessary, the relevant tutor.
7. The Vice Principal will reply to the applicant in writing within 10 College working days of receipt of the student's written submission at 4. above, advising the applicant of their decision and noting that this is now final, with no scope for further appeal, unless it can be demonstrated that this process has not been followed correctly, in which case the applicant has the right to raise this in writing, with any evidence, directly to the Chair of the Academic Board. The Chair will respond to the applicant within 5 College working days of the next meeting of the Board.
8. If the applicant remains dissatisfied with the matter after referral to the Chair of Academic Board, or following the Vice Principal's decision if this does not relate to procedural matters, then this may be raised as a complaint to the Open University, addressed to: The Director, Open University Validation Partnerships Walton Hall, Milton Keynes, MK7 6AA United Kingdom or alternatively sent by email to: OUVP-Director@open.ac.uk
9. All appeals documentation is stored confidentially for two years.

The Academic Board reviews this policy annually.

ASSESSMENT POLICY

1. LCCM recognises the importance of an assessment regime that provides students with the opportunity to demonstrate their understanding of the learning outcomes for any programme. This policy should be read in conjunction with the LCCM Regulations for OU Validated Awards, which elaborates upon and provides additional detail for the delivery of the following paragraphs.
2. Assessment is an integral part of the learning process. LCCM believes that all assessment should reflect the current practical nature of the industry today and provide students with an opportunity to develop professionally relevant skills.

Assessment Types:

3. Assessments at LCCM can broadly be classified into 3 types:
 - a. Live assessments - e.g. performances, instrumental examinations, recitals, musical directing, presentations or management and delivery of an event
 - b. Written examinations - completed in real time under examination conditions
 - c. Coursework - individual or group tasks from an assessment brief, e.g. arrangements, transcriptions, productions, business plans, essays, reports, reflective statements or projects.

(noting that above examples are not exhaustive)

4. The assessment regime for each programme and module is agreed during the validation process and can be found in full in the relevant programme handbooks. Each student will receive an annual assessment schedule accessible through the student portal.

Feedback:

5. Feedback is an integral part of the teaching learning and assessment strategy within LCCM (White Book Chapter 4). Students will be taught to look for and appreciate the range of

feedback opportunities, formal and informal, the latter including class discussion and peer observations.

Formal feedback from tutors and provisional marks will be provided within 15 College working days of the published final submission date for assessments of live performance and 20 College working days for all other assessment types. College working days are defined throughout this Policy as weekdays outside of bank holidays and defined College closure periods. It will be made clear that marks received at this point are provisional, subject to scrutiny from the External Examiner, sample marking, Assessment Board decisions and any lateness penalties.

Regulations:

Live assessments

6. Live assessments include individual instrumental exams, recitals, directing/conducting, group gigs, presentations, or events. Students will have had the opportunity to practise or rehearse work prior to the assessment. In instances where the assessment may have an unseen element, students will have been informed that this is part of the process.
7. Live assessments are timetabled by Programme Administration and are not negotiable. These are formal sessions and unless there are extenuating circumstances (as detailed below) students cannot expect given dates and times to be altered.
8. All live assessments will be supervised by at least 2 tutors.

Written Examinations - Examination Room Protocols

9. Written examinations will be invigilated, the number of invigilators to be agreed by the Programme Leader and Programme Administration Manager.
10. Candidates must leave personal belongings at the front of the examination room. This includes mobile devices that must be switched off. Students may only take permitted items to their examination desk.
11. Candidates must sign in for all examinations and have appropriate photo ID to prove their identity. These registers provide evidence of attendance.

12. Students arriving late will be granted admittance to the examination room during the first 30 minutes only. They will receive the remaining time available only. Students arriving more than 30 minutes late will be marked absent.
13. Students wishing to leave the examination early may do so after the first 30 minutes are complete, but not in the final 15 minutes.
14. All timings and other relevant information will be displayed on a white-board at the front of the examination room. Students will be given verbal time warnings as appropriate.
15. There should be no talking within the examination room until all papers and incidental items have been collected by the invigilator and students are told they may leave. Invigilators are responsible for the secure collection of all papers and answer books, provision of a signed receipt to the candidate for these and for their return to Programme Administration. Students will not be able to leave the examination room until invigilators are sure that the number of submitted papers agrees with the number of students on the register.
16. Any students deemed to have not followed the examination regulations will be reported to the Programme Leader and the Academic Misconduct policy will be invoked.

Coursework - Submission of coursework:

17. Assignment briefs and assessment schedules have clear and exacting descriptions of how and in what format coursework items must be submitted. These will be deposited through the student VLE portal to be marked.
18. Coursework that is not presented in a readable and compatible format as specified or is addressed incorrectly or wrongly labelled in the subject field, may not be accepted and given a late penalty if incurred. The preferred format for submissions is established in both the Assessment brief and the student VLE portal.
19. Submitted work that is incomplete may be refused at the discretion of the Module Leader.

Late Coursework

20. Where coursework is submitted late and there are no accepted extenuating circumstances it will be penalised in line with the following tariff:
- a. Submission within 6 College working days: a 10% reduction for each working day late down to the 40% pass mark and no further.
 - b. Submission that is late by 7 or more College working days: submission refused, mark of 0.

All Assessments

Extenuating Circumstances

21. Where a student feels s/he has a genuine case that something beyond her/his control is affecting her/his ability to meet the course deadlines and expectations, the following principles shall apply.
22. Extenuating circumstances will consist of the recording of one or more personal difficulties such as ill health submitted by a student and supported by acceptable evidence.
23. LCCM has a formal policy and procedure for extenuating circumstances which may lead to the deferment or mitigation of assessments. This is available on the web site. This policy also applies to students wishing to apply for an extension to a submission deadline.
24. All applications must be made in writing on the LCCM form via the Programme Administration department. This may be in person or by email to: studentservices@lccm.org.uk **Tutors and module leaders may not grant extensions or deferrals.**

Interruption of Study

25. LCCM accepts that from time to time students will encounter exceptional circumstances that inhibit their best chances of completing their course. For this reason, **LCCM has a formal policy on Interruption of Study, which is available on the LCCM web site.**

Personal Education Plans

26. Occasionally students will need extra support to cope with their studies. If a student is struggling with their work load or life/study balance they should make an appointment to speak to Programme Administration. Where appropriate an individual personal education plan may be agreed to facilitate the student's ability to complete the programme.
27. Similarly, if assessment results suggest that a student is at risk of non-completion, Programme Administration will contact that student for an appointment to agree a formal personal education plan.

Internal Marking and Moderation:

28. Process for unseen assessments taken under examination conditions:

Stage 1 - via the Programme Leader and informed by the Module/Subject leader, papers for unseen assessments to be taken under examination conditions are agreed by the External Examiner at the beginning of each academic year. On agreement, the paper is sent to Programme Administration by the Module Leader. From inception, all such storage of proposed and agreed papers will be via encrypted shared folders, access to which will be limited to the Programme Leader, External Examiner, Module Leader and Programme Administrator.

Stage 2 - immediately before the examination, Programme Administration create a printed movement record (including date/time and signature) for the assessment, print the papers in a secure area and provide under plain cover to the invigilator, updating the movement record with a timestamped record of number of papers signed out by the Invigilator. In exceptional circumstances papers may be printed the previous day and held overnight in secure locked storage which may only be accessed by the Programme Administration Manager and one nominated Programme Administrator as deputy.

Stage 3 - at the close of the examination the invigilator returns the answer sheets to Programme Administration, signing them back in on the movement record. Programme Administration scan the answer sheets into the encrypted folder and store the originals securely.

Stage 4 - assessing Module Tutors collect original answer sheets from Programme Administration, movement record being signed and updated, and record marks and feedback both on original scripts and directly onto the VLE, write access to which for a given assessment will be limited to the assessing Module Tutors only. Module Tutors return marked original scripts to secure storage in Programme Administration, movement record being signed and updated.

Stage 5 - Programme Administration will verify 20% (minimum 10) of marks uploaded to VLE against marked original scripts. Where any discrepancy is detected, the assessing Module Tutor will be required to revisit all marks for the assessment concerned and confirm to the Programme Leader and Programme Administration when completed and VLE updated. Once satisfied with accuracy of VLE marks, Programme Administration will upload first marks to Student Record System.

Stage 6 - the second marker collects a sample of original scripts, enters second mark on original scripts and returns to secure storage in Programme Administration, movement record being signed and updated on collection and return. A Programme Administrator will enter 2nd marks on Student Record System, with 20% (minimum 10) verified for transcription accuracy by a second Programme Administrator.

Stage 7 - at the conclusion of second marking/marks verification, exams scripts are scanned for a final time and stored securely. Physical Exam Scripts and movement records will be kept in the secure storage for a minimum of 3 year before disposal. Students will be able to request a copy of their marked script at the end of this process which will be sent to them electronically.

29. Practical examinations are double-marked, and the proposed final result agreed between the two markers.

30. Music students coursing Principal Instrument 3 will complete a recital (in an appropriate format) to complete their programme of study. The recital will be performed to a panel including:

- Instrumental Subject Leader
- Module Leader
- External Expert

The results will be agreed between the panel members.

31. Written examinations and coursework are all first marked, and a sample will be second marked to ensure fairness, parity and consistency. This sample will:
 - Cover all types of assessments
 - Cover all types of specialisations
 - Reflect the range of students by gender, nationality and age
32. A reflective sample to allow moderation includes as a minimum:
 - No less than one piece of work from each grade class
 - At least 20% of the cohort and 100% for Cohorts of fewer than 20 students.
 - All borderline pass/fails
33. Where marks differ as a clear trend moderation will be used equally across the cohort to ensure consistency.
34. Where any disparity is not clear the sample size will be extended until there is assured consistency across the relevant cohort. Any resulting amendments to the first marking will be fully explained and shared with the external examiner prior to the Assessment Board.
35. Final moderation, where necessary, will take place prior to the assessment board by Programme Leaders with the Programme Administration Manager. This ensures there has been no systematic over or under-marking based on comparative cohort averages and current annual trends. Any such moderation will be presented in full to the relevant External Examiners prior to the Assessment Board.

Mark schedule:

36. All graded assessments will be awarded a percentage mark to reflect the following assessment criteria:

% Scale Score	Undergraduate
70+	1st
60-69	2:1
50-59	2:2
40-49	3rd
0-39	Fail

% Scale Score	Postgraduate
70+	Distinction
60-69	Merit
50-59	Pass
0-49	Fail

Results

37. Programme Administration will release provisional marks and associated feedback to students within 15 College working days of the close of a timetabled assessment period or submission date for assessment of live performance or 20 College working days for all other assessment types. These results are **indicative only** and are designed to provide timely information to students in line with QAA expectations. Marks will become final following submission of the signed results and progression information agreed through the Assessment Board to O.U.

External Verification:

38. Assessment Boards agree final grades, classifications and student progression, recommending these for ratification at the Open University's MRAQCP (Module Result Approval and Qualifications Classification Panel). Assessment Boards include external representation in the form of programme-specific External Examiners and University representation. Please refer to the White Book for membership and Terms of Reference.

External Examiners:

39. All external examiners are appointed by and report to the Open University. LCCM will use their external examiners as critical friends to ensure academic integrity.

40. After all work is assessed and moderated a sample will be scrutinised by the External Examiner to ensure that assessment criteria have been interpreted correctly and that there is parity of assessment across the cohort.

41. The external examiner would normally review a sample that covers a cross section of work, including all fails and classification borderlines. Where mark distributions seem unusual or cohort sizes are small the External Examiner may request access to all work.

Progression:

42. Following successful full completion of a stage students will progress to their next stage of study.

43. In the event of not achieving an overall pass grade for a module, a student may still be given a compensated pass. The LCCM Regulations for OU Validated Awards give further details on the conditions for this.

44. Where a student has failed an assessment (or component thereof) and not achieved a pass or compensated pass for the module overall, the student will be offered one opportunity to resit the failed assessment. Normally, this will be prior to the commencement of the next academic year.

45. Where an assessment has been failed at a resit or a student has not taken up the opportunity to resit, and an overall pass grade or compensated pass for the module has not been achieved, the student will be offered one opportunity to *retake*. This is a second attempt of all assessment components within a module. A retake may require the student to participate in classes to prepare them for the second attempt. This will be confirmed at the Examination Board. An individual educational plan will detail the modules, attendance requirements and additional charge.

46. Where a student has not achieved a pass grade for a module after applicable compensation, resit and retake options have been exhausted, the Board of Examiners may, at its discretion, permit one of the following repeat options: (a) partial retake as a fully registered student; (b) partial retake for assessment only; or (c) full retake. Further details of these may be found in the LCCM Regulations for OU Validated Awards.

47. **All resits and retakes of assessments will incur a charge** to cover the additional administrative and academic costs. In the event that supporting musicians have to be employed for a re-scheduled or second attempt, the student will be expected to contribute to this additional cost. **All re-sit and re-take charges will be agreed by the Board of Governors annually and published prior to the start of the academic year on the web site.**

Final Classification

48. All awards and certificates are issued by The Open University and students will be invited by it to attend a degree conferment ceremony. Additionally, students receive diploma supplements verified by LCCM and the OU.

49. An OU undergraduate award will be classified as:

- First Class
- Upper Second Class
- Lower Second Class
- Third Class
- Fail

50. An OU postgraduate award will be classified as:

- Distinction
- Merit
- Pass

51. The calculations and classification bands are explained in detail in the LCCM Regulations for OU Validated Awards and relevant programme handbooks.

This policy is reviewed annually by the Academic Board.

CAREER EDUCATION, INFORMATION, ADVICE and GUIDANCE POLICY

GENERAL STATEMENT OF PRINCIPLE

1. The UK creative sector is an unconventional employer given that most professionals in its industries are hired on short-term contracts or provide their services as freelancers. Opportunities arise through access to professional networks and in many circumstances practitioners are required to work, or pitch for work, speculatively with no certainty of remuneration. Furthermore, these sectors are highly competitive, mercenary and full of uncertainty. Students who aim to succeed in them must therefore be imaginative, highly capable in their chosen field, resourceful, self-motivated, highly organised, adaptable, expert at collaborating, effective at solving complex problems and resilient.
2. LCCM understands the culture of its sector and believes that higher education institutions that offer courses in creative industries subjects have a duty to:
 - provide their students with access to industry links and networks,
 - use current industry professionals at all levels of the institution
 - design programmes that reflect the constantly changing nature and expectations of the industry, including the necessity to think in terms of a portfolio career.
3. Moreover, LCCM understands that there are no "apprenticeships" for content creators and therefore academic institutions such as LCCM have a greater responsibility to provide a relevant and professionally credible education for their students.
4. These principles are applied throughout the institution.

LCCM will:

5. Employ, contract and consult with industry practitioners at all levels of Academic Governance
6. Include external links with industry, professionals and other relevant subject specific institutions in the way it reviews and self-reflects on its mission and strategic plan

7. Work largely with freelance staff and devise quality systems for managing large numbers of freelance professionals in order that:
 - students benefit from daily contact with industry practitioners
 - freelance staff are supported to maintain their professional careers in parallel with their work at LCCM
8. Use current industry practitioners to design all programmes and ensure that all module narratives have relevant learning outcomes and teaching, learning and assessment strategies that are based on annually reviewed industry standards and practices
9. Design programmes that assess the understanding of knowledge through its practical application and moreover that inspire students to create new work and develop new ideas
10. Devise programmes that assess skills through practical application in professionally relevant contexts
11. Create programmes where assessment tasks encourage students to create work that will form part of their professional portfolio
12. Use current briefs from industry as assessment criteria where practical and appropriate
13. Avoid using exercises, practices or simulations in assessment that are not normally found in industry unless there is no practical alternative
14. Host guest lectures, master-classes and seminars to bring industry to the College
15. Provide relevant up-to-date information on remuneration, intellectual property, industry associations and business and finance concepts in the intellectual property-based creative industries

16. Provide students with access to individual and small group tutorials with industry practitioners on a regular or structured basis
17. Provide access to industry appropriate resources and review these in a timely way
18. Provide students with opportunities to record and perform in venues throughout London where doing so encourages greater learning and experience

This policy is reviewed annually by the Senior Management Team

COMPLAINTS POLICY & PROCEDURE

INTRODUCTION

1. This procedure applies to:
 - a. Complaints arising from a student's educational experience, other than disputes relating to assessment and examinations (see below);
 - b. Complaints in respect of academic and/or administrative support or other services provided by LCCM;
 - c. Complaints regarding alleged harassment by staff of LCCM or an LCCM study centre;
 - d. Complaints arising from alleged discrimination by staff of LCCM or an LCCM study centre in relation to gender, race, disability, sexual orientation or otherwise.

2. This list is not exhaustive. Complaints falling outside those listed above will be considered and investigated at the discretion of the University.

3. Complaints are dealt with without recrimination. Students making legitimate complaints will not suffer disadvantage or reproach and their studies at LCCM will not be prejudiced as the result of making a complaint. Consequently, students who have complaints must make them in good faith and without malice.

4. Students who make complaints that are frivolous, vexatious, malicious, obscene or abusive may be subject to disciplinary action under the Student Code of Conduct and Disciplinary Procedure.

5. This procedure does not apply to:
 - a. Candidates wishing to appeal against an academic decision; separate procedures exist for such appeals. Candidates should also note that appeals against the academic judgement of examiners cannot be accepted
 - b. Disciplinary matters; these will be dealt with in accordance with separate procedures in place within LCCM.

- c. To note appeals against academic decision and Disciplinary Matters are overseen by Student Services, as the keeper of those processes. In order to access either of these matters a request should be sent to studentservices@lccm.org.uk.
6. The complainant should email studentservices@lccm.org.uk stating the nature of the complaint and giving all relevant details by using the LCCM complaints form available on the Student Portal

STAGE ONE: INFORMAL RESOLUTION

7. Wherever possible, the University would wish to see any complaint resolved as close as possible to its point of origin, and with a minimum of formality.
8. If a student is not satisfied with the conclusion of the informal resolution or where informal resolution is not possible or appropriate, he/she should refer to Stage Two: Formal Complaint.

STAGE TWO: FORMAL COMPLAINT

9. Formal complaints should be submitted in writing to the Vice Principal (Teaching and Learning) outlining the reason for the complaint (i.e. in respect of academic and/or administrative support or other services provided by LCCM)
10. The Vice Principal (Teaching and Learning) will confirm receipt of the complaint to the student, normally within five working days.
11. The Vice Principal (Teaching and Learning) may request additional information, or evidence from the student, in which case the student will be notified in writing and given five working days to respond.
12. A formal meeting will be convened by the Vice Principal (Teaching and Learning) to consider the complaint, normally within ten working days of receipt of the complaint.

13. The complainant is(are) entitled to be supported in any complaint hearing by one companion, normally a student or staff member or a Student Committee representative. Legal representation is not allowed at meetings.
14. If the Vice Principal (Teaching and Learning) is unable to reach a conclusion, the complaint will be deferred to the Principal, and a further meeting will be convened to discuss the issues, normally within five working days.
15. A formal response will normally be provided to the student within fifteen working days of receipt of the complaint. If there is a genuine need for a response to be provided in a shorter timescale than this, the student must make this clear, including the reason, at the point of submitting the formal complaint.
16. The outcomes available are as follows:
 - a. That the complaint be upheld in whole or in part
 - b. That the complaint be rejected
17. The student will be issued with a formal letter confirming the outcome of the investigation into the student complaint. If the student is not satisfied with the outcome, he/she should refer to Stage Three: Review of Outcome (point 11 below).

STAGE THREE: REVIEW OF OUTCOME

18. If a student is not satisfied with the outcome of the Stage Two investigation of the complaint, he/she may request a review of the outcome within ten working days of the written confirmation received following Stage Two: Formal Complaint.
19. A request for review may be on limited grounds, including but not confined to:
 - a. A review of the procedures followed at the formal stage;
 - b. Consideration of whether the outcome was reasonable in all the circumstances;
 - c. New material evidence which the student was unable, for valid reasons, to provide earlier in the process.

20. The request for review should be submitted in writing to the Principal within ten working days of dispatch of the Stage Two: Formal Complaint outcome letter. Students should provide full details on the grounds on which the review is being requested and indicate within their correspondence why the outcome of the Stage Two: Formal Complaint was not satisfactory.
21. The Principal, or his/her nominee, will acknowledge receipt of the complaint normally within ten working days. Where appropriate, the Principal may consult with the Vice Principal (Teaching and Learning) to obtain evidence of facts relating to the complaint.
22. Requests for review will be considered by the Complaints Review Panel. The Complaints Review Panel will be chaired by an external member of the Academic Board and will include the Principal. The Principal or his/her nominee will act as Secretary to the Board. The meeting may be held in person or remotely via telephone or videoconference if necessary.
23. The Complaints Review Panel may request additional information or evidence from the student, in which case the student will be notified in writing and given ten working days to respond.
24. The outcomes available are as follows:
 - a. That the complaint be upheld in whole or in part;
 - b. That the complaint be rejected
25. The student will be notified in writing of the outcome of the review within ten working days of the meeting of the Complaints Review Panel.
26. In the event of a complaint being upheld whole or in part, recommendations should be made in respect of remedial action required. A report on the matter and any actions arising will be referred to the next meeting of the Academic Board.

APPEAL ON COMPLETION OF COMPLAINT

27. The decision of the Complaints Review Panel is final.

28. In the event that the student is not prepared to accept the decision, the student will be advised, via the Outcome Letter, whether he/she has the right to take his/her complaint initially to the degree awarding institution, i.e. The Open University or Falmouth University, depending on award.

29. Where the complaint cannot be referred to an awarding body, the complainant has the option to submit their complaint to the Office of the Independent Adjudicator (OIA) for Higher Education within 3 months of the date of the “Completion of Procedures Letter”.

30. All complaints will be treated confidentially within the complaints procedure and evidence of complaints will be kept by the Academic Board for two years and no longer.

These procedures do not prejudice any legal or disciplinary action that may arise, and the student is at liberty to take the matter to a legal representative at any time.

POLICY GOVERNANCE

31. The Senior Management Team reviews this Policy annually.

EQUAL OPPORTUNITIES AND DISCRIMINATION POLICY

1. The Institution recognises that discrimination is not only unacceptable, it is also unlawful.
2. The Institution's aim is to ensure that no staff member, student or applicant is discriminated against, directly or indirectly, on any unlawful grounds.
3. By including this policy, all people are made aware that the Institution will act in accordance with all statutory requirements and consider any relevant codes of practice.
4. All staff and student applicants will be considered solely on their ability to do their job or study at LCCM. Interview questions will not be of a discriminatory nature.
5. All appointments and offers to study will be made on merit in line with the principles of the policy.
6. Staff and students who have a disability will receive the necessary help, within reason, to enable them to work at or study at the institution.
7. This policy will be assessed at regular intervals to ensure that equality of opportunity is afforded to all staff and students.
8. LCCM will meet all statutory obligations under the relevant legislation and to this end the College's policy is guided by the Equality Act (2010).

This policy is reviewed annually by the Board of Governors.

ASSESSMENT DEFERRAL AND EXTENUATING CIRCUMSTANCES POLICY & PROCEDURE

1. LCCM accepts that from time to time students will encounter exceptional circumstances that prevent them from submitting work or being assessed according to the published schedule. This policy aims to ensure LCCM strikes a fair balance between supporting a student's individual circumstances and ensuring the fair treatment of the wider student body.

Extenuating Circumstances:

2. Extenuating circumstances will consist of the recording of one or more personal difficulties such as ill health submitted by a student and supported by acceptable evidence. This will form the basis for a request to defer an assessment or suite of assessments. In exceptional circumstances it may be considered by the Assessment Board in determining the classification of degrees and the progression of students.

Extenuating circumstances will not normally include:

- proximity or number of examinations or other assessments
- pressure of work
- misreading of examination timetables
- poor time management
- scheduling of holidays or time abroad.

General principles

3. No student shall be put in a position of unfair advantage over other candidates; the aim should be to enable all students to be assessed on equal terms.
4. All work submitted by students for assessment shall be graded on its merits without consideration of any extenuating circumstances known to the marker. Extenuating circumstances will not be used by the Assessment Board to alter the grades of students.
5. Students must submit extenuating circumstances to Programme Administration,

with documentary evidence, using the extenuating circumstances form, available on the LCCM web site:

- a) either 24 hours prior to an assessment in the case of an application for an authorised deferral, else
 - b) if a student is unable to attend an examination or other assessment event because of extenuating circumstances, as soon as possible and providing supporting evidence before published deadlines or within 7 calendar days, whichever is sooner. If a student cannot submit evidence by published deadlines, they must submit details of the extenuating circumstances with an indication that evidence will be submitted within 7 calendar days.
6. Any missed assessment that is not granted “deferred” will be marked as a fail and will be subject to re-assessment procedures with any associated penalties.
 7. Normally, extenuating circumstances shall not be taken into account where the circumstances have already been allowed for (for example, by special assessment arrangements). Special assessment arrangements should be agreed at enrolment in cases of known disability and in any case agreed with the student before an examination period begins.
 8. Extenuating circumstances brought to the attention of the Assessment Board after the deadline specified in 7.b above should normally be considered only if the student was unable or, for valid reasons, unwilling, to disclose them before the deadline.

Procedures

Please note:

- LCCM will not accept a student’s request for reasons other than those that are beyond a student’s reasonable control;
- LCCM will only accept requests submitted directly by the student to Programme Administration. Tutors and other staff may not accept deferral forms;
- LCCM will not ordinarily accept students’ requests to defer an assessment due to a last minute or short notice employment opportunity;

- The setting of alternative assessment tasks may be required where the original cannot be replicated;
- Work that has not been submitted by the end of the formal examination period will not ordinarily be considered at the June Assessment Board but will be automatically referred to the September Assessment Board.

Deferring an assessment

Where a student wishes to apply for a deferral of assessment, the following procedure will apply:

Stage 1

9. The student will submit the LCCM Extenuating Circumstances (Deferral of Assessment) form to Programme Administration with a full explanation as to why they are unable to be assessed as scheduled. This should include appropriate evidence and with enough detail to enable a fair decision.
10. **Students should be aware that deferring an assessment may prolong the length of their studies through delayed progression.** Programme Administration may also recommend students for an IOS. When assessing an application Programme Administration will refer to the previous academic results, attendance and course performance to date.

Stage 2

11. Programme Administration will respond in writing within 2 business days. Programme Administration will make this decision in consultation with the Chair of the Assessment Board, or by the Chair's delegated authority.
 - A deferral granted,
 - Further evidence required
 - A student meeting required
 - Deferral rejected

Stage 3

12. When a deferral is agreed, the student will be informed by Programme Administration:

- of a new submission date or
- a re-scheduled performance date or
- the next available opportunity to attempt that assessment *Where reasonable and practical deferred assessments will be re-scheduled within 3 weeks; extensions will only be granted for a maximum of 7 calendar days.*

Stage 4

13. Students have a right of appeal; grounds for appeal will only be considered where:

- the student can present new credible supporting evidence that was not available at the time of the initial request or
- Programme Administration have not followed this procedure correctly

The student should request an appeal by writing directly to the Chair of the Academic Board explaining how their appeal meets the above criteria.

Stage 5

14. The Chair will consider the grounds for appeal and will reply to the appeal letter in writing within 7 days either upholding the original decision or granting the Deferral of Assessment in light of new evidence or procedural irregularity. The decision of the Chair will be final.

Deferral Requirements

15. Where a student is granted a deferral of assessment, the assessment must be taken at the next available opportunity. If the alternate date for assessment is subsequently missed or the student refuses reasonable attempts by Programme Administration to establish an alternate date for assessment, the deferral agreement will be considered void and the procedures and any associated penalties for missed assessment will be followed according to LMMC regulations.

Extenuating Circumstances

Where a student wishes to apply for mitigation due to extenuating circumstances the following process shall apply:

Stage 1

16. The student will submit the LCCM Extenuating Circumstance form and supporting evidence to Programme Administration, within the timescale specified in paragraph 7.b above

Stage 2

17. Programme Administration will respond in writing within 5 College working days and if required, will arrange a formal meeting with the student and/or assessor to discuss the circumstances and ensure there is appropriate detail to forward a mitigation request to the Extenuating Circumstances Panel.

Stage 3

18. The student's extenuating circumstances will be summarised by Programme Administration noting;
 - a) the date and time of the affected assessment(s),
 - b) what documentary evidence has been supplied,
 - c) The summary and original evidence will be made available to the Panel.

Stage 4

19. The Panel will be convened to consider all outstanding notified extenuating circumstances, at least 10 College working days prior to the relevant Assessment Board(s). The Secretary will obtain the original evidence from Programme Administration prior to the meeting. The extenuating circumstances will be considered in accordance with OU Regulations for Validated Awards, and all decisions will be noted in the minutes.

Stage 5

20. The Panel's recommendation to the Assessment Board, accompanied in each case by a summary of extenuating circumstance, will be whether to:

- a) provide a student with the opportunity to take the affected assessment(s) as if for the first time, allowing them to be given the full marks achieved for the examination or assessment, rather than imposing a cap;
- b) waive late submission penalties;
- c) determine that there is sufficient evidence of the achievement of the intended learning outcomes from other pieces of assessment in the module(s) for an overall mark to be derived;
- d) note the accepted extenuation for the module(s) and recommend that it is taken into account at the point of award and classification; or
- e) reject the request on the grounds that the student has failed, without good cause, to provide information about extenuating circumstances within the specified timescale.

The Panel, depending on the circumstances, may exercise discretion in deciding on the particular form any recommended reassessment should take. Options are a viva voce examination, additional assessment tasks designed to show whether the student has satisfied the programme learning outcomes, review of previous work, or normal assessment at the next available opportunity. The student will not be put in a position of unfair advantage or disadvantage: the aim will be to enable the student to be assessed on equal terms with their cohort.

Stage 6

21. In each case the Assessment Board will consider the Panel's recommendation, along with the summary of extenuating circumstance and elect either to action the recommendation or take an alternate action from amongst those listed in paragraph 24 above.

Should a student be prevented by illness, or other circumstances, from completing the final assessed component of the programme, the Assessment Board, having considered the

relevant evidence (including medical certification) may make a recommendation that an Aegrotat award be made. Such exceptions are limited to students who are permanently unable to continue their studies and are registered for the final module that would complete a qualification, and have been assessed on at least part of the module. The Board must be satisfied that the student's prior performance shows beyond reasonable doubt that they would have passed but for the illness, or other circumstances.

Stage 7

22. The student will be notified of the recommended course of action, by Programme Administration, within 5 days of the Panel meeting, with the proviso that the outcome is provisional, subject to ratification by the Assessment Board, and by the University in the case of award decisions.

A student may appeal against a decision of the Assessment Board made under paragraph 25 above, only if one or more of the following grounds apply:

- a) where the student provides written evidence in support of a claim that performance in the assessment was adversely affected by extenuating circumstances which the student was unable or, for valid reasons, unwilling to divulge before the Assessment Board reached its decision; or
- b) where there is prima facie evidence, whether provided by the student or otherwise, that there has been a material administrative error;

Details of the appeals process may be found in the LCCM Academic Appeals Policy.

This policy is reviewed by the Academic Board annually

FREEDOM OF SPEECH CODE OF PRACTICE

1. The Higher Education and Research Act 2017 requires providers of higher education to comply with a public interest governance condition. The Office for Students publishes in its 'Regulatory framework for higher education in England' a list of public interest governance principles, including the requirement that a registered provider's governing body must take "such steps as are reasonably practicable to ensure that freedom of speech within the law is secured within the provider".

2. This includes staff, students and visiting speakers at LCCM. It places a duty on LCCM to ensure, so far as is reasonably practicable, that the use of its premises and facilities, including its online platforms, is not denied to any individual or organisation on any ground connected with the beliefs or views of individuals or the policy or objectives of that organisation.

3. This code of practice sets out how LCCM will fulfil its obligations in this respect. It should be read in conjunction with the following other policies or statements of principle:

- Academic Freedom
- Guests, Speakers and Events Policy

4. The Academic Board endorses the principle of freedom of thought and expression within LCCM and within the limitations of the law.

5. This Code of Practice applies to:

- i. all teaching, meetings and events that take place on LCCM premises
- ii. all dialogue, learning materials, classes, lectures, workshops, tutorials and seminars
- iii. LCCM's virtual learning environment and related document repositories
- iv. LCCM's social media platforms

6. Guests and any other speakers are expected to abide by this code of practice and must also be approved under LCCM's policy on Guests, Speakers and Events.

7. There are a wide range of limitations prescribed by law. They are to be found in equality legislation, health and safety legislation and aspects of the criminal law such as public order, criminal damage and anti-terrorism legislation. The Counter-Terrorism and Security Act 2015 requires LCCM to have due regard to preventing people being drawn into terrorism. LCCM may need to exercise its authority under this Code to ensure that events and speakers do not misuse LCCM's premises, facilities or brand to promote extremist views where these are deemed likely to draw people into terrorism.

8. LCCM uses the following (non-exhaustive) list as indicators of the type of content or subject matter it will not publish or host. LCCM will deny guest speakers or remove material where:

- i. It contains any material which is defamatory of any person.
- ii. It contains any material which is obscene, offensive, hateful or inflammatory.
- iii. It promotes sexually explicit material.

- iv. It promotes violence.
- v. It promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- vi. It infringes any copyright, database right or trade mark of any other person.
- vii. It is likely to deceive any person.
- viii. It is made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- ix. It promotes any illegal activity.
- x. It is threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- xi. It is used to impersonate any person, or to misrepresent a person's identity or affiliation with any person.
- xii. It gives the impression that it emanates from LCCM, if this is not the case.
- xiii. It advocates, promotes or assists any unlawful act.
- xiv. In any way endorse, advocate or promote extremist views or seek to draw others into terrorism or extremism.

8. Classroom contributions by staff and students and events on LCCM premises are expected to comply with the above restrictions and, in addition, not to incite any breach of the peace.

9. In reaching a decision not to allow an event on its premises or to remove online content, LCCM will give careful consideration to available evidence and all the relevant issues, and act proportionally. It will balance the right to freedom of speech, and its duty to protect it, with any relevant legal limitations. It will also take into account relevant guidance and advice, for example from the police and from the Department for Education's Regional Prevent Coordinators.

10. Permission to hold an event may be withdrawn, or an event which is underway may be terminated, if any aspect of it is found subsequently to breach the above criteria.

11. LCCM employees, tutors and students are required to conduct themselves in a manner that enables LCCM to meet its statutory duties to ensure freedom of speech. In particular, staff and students must not participate in activities which substantially disrupt the holding of any authorised meeting on LCCM premises.

12. Any breach of this code of conduct by staff or students may be treated as a disciplinary matter and LCCM may take action in accordance with staff or student disciplinary procedures.

13. The refusal of any event on LCCM premises and/or any staff or student disciplinary proceedings undertaken under the auspices of this code of practice will be reported to the next meeting of the Academic Board.

This policy is reviewed annually by the Academic Board

GUESTS, SPEAKERS AND EVENTS POLICY

1. This policy addresses those instances where LCCM invites special guests into the college to address students, either as part of the assessment, academic content of their programme or as Master-classes and special events relevant to the wider creative media sector.
2. LCCM uses the term “Guest Tutors” to describe any individual who comes into a regularly timetabled and assessed part of the programme to work with the regular tutor and students simultaneously.
3. “Guest Speakers” or “Master-classes” may be outside the regular timetable and open to students of all LCCM HE programmes and, in certain cases, even alumni or members of the public.
4. Guest Tutors and external musicians or second markers for academic assessments are required to adhere to the College’s **Statement of Principles on Academic Freedom** which applies to all members of LCCM’s academic community.
5. Any guests and Guest Speakers for Master-classes are expected to abide by the LCCM Freedom of Speech Code of Practice in full. Events will not normally be approved where they have no direct relevance to LCCM’s academic provision, or they breach LCCM’s duty on Freedom of Speech and/or Academic Freedom.
6. LCCM will ensure all speakers are made aware of their responsibility to abide by the law and the institution’s various policies, including that:
 - They are not permitted to encourage, glorify, promote or endorse any acts of terrorism or extremist views, including individuals, groups or organisations that support such acts
 - They must not incite hatred, violence or call for the breaking of the law
 - They must not promote discrimination based on race, sex, religion, nationality, disability sexual orientation or age.

- They must not spread hatred and intolerance in the community and thus aid in disrupting social and community harmony
 - They must treat others with courtesy and respect within a framework of positive debate and challenge to seek to avoid insulting other faiths or groups
 - They are not permitted to raise or gather funds for any external organisation or cause without express permission of LCCM
7. The institution will assess the risk of each invited guest tutor or speaker and reach sound, evidenced judgements about the organisation or individual in question whilst ensuring LCCM meets its various legal obligations within the Freedom of Speech Code of Practice, the Statement of Academic Freedom and the government's Prevent strategy to reduce the threat of radicalisation and violent extremism in our community.
 8. Where LCCM is sponsoring an event off-site or at premises not under its control, the same principles and procedures shall apply. This will a specific risk assessment of the event and/or venue prior to the specified date of the event, to ensure the general safety of students whilst maintaining the Prevent duty.
 9. Wherever possible, LCCM will seek to share information on potential guests and speakers with other institutions, such as its awarding body, or where relevant with other local institutions, particularly where concerns may exist regarding the suitability or potential inflammatory nature of an engagement.
 10. The institution will reserve the right to withdraw permission to hold an event, or an event which is underway may be terminated, if any aspect of it is found subsequently to breach the above criteria. However, in reaching this decision LCCM will give careful consideration to available evidence and relevant issues and in line with the Freedom of Speech Code of Practice and Academic Freedom.

PROCEDURE

11. Module leaders, tutors or staff member wishing to invite any Guest Tutors or Speakers must email their requests and proposed budget to the Programme Leader for authorisation prior to the start of the Academic year to enable effective budgeting.
12. Once authorised, the relevant Module Leader, tutor or staff member is responsible for booking Guest Tutors and Speakers directly. However, they must liaise closely with their Programme Leader and the Programme Administration Manager and must notify the college of the name of the Guest, the area of expertise, reason for the invitation and overall subject of the class or event in advance of the speaker being booked.
13. The Programme Administration Manager, and/or Prevent Lead, will carry out an initial review process and note the following in the institution's Guest Speaker Risk Register:
 - Expected number of attendees
 - Confirm whether the event will be a student only, invitation only event or open to the general public
 - Confirm whether the event is being held on LCCM premises or in an external location
 - Confirm any external speakers' affiliations (specifically where they are political or religious)
 - Declaration of any knowledge of controversy attracted by the speaker or topic in the past
 - Confirmation if the event and speaker are likely to attract media interest - if so why?
 - Confirmation of website details (where relevant) providing further information on the speaker
14. Any failure to disclose full speaker details may result in a booking or event being cancelled and a referral for staff disciplinary action, subject to agreement of any contractual matters.

15. Where no risks have been identified to the college and the community, the engagement request will be permitted to take place, subject to the availability of resources.
16. All events should comply with LCCM's Freedom of Speech Code of Practice and the statements of Principles of Academic Freedom in views to promote equality and diversity and eliminating and preventing discrimination or harassment. Event Chairs should be familiar and able to uphold these policies by challenging anyone in an event who undermines a college policy.
17. LCCM requests that Guest Tutors, Speakers and Artists email their invoice directly to the Programme Administration Team and copy the organising tutor or member of staff.
18. Where there is a perceived risk, the matter will be referred to the Senior Management Team for a final decision.
19. Where a referral has been made, the SMT will assess risk on the following basis:
 - The potential for any decision to limit freedom of speech as per LCCM's pursuance of the 2017 Higher Education and Research Act
 - The potential for the event going ahead to cause the institution to be in breach of its Freedom of Speech Code of Practice, Statement of Academic Freedom and/or Equal Opportunities and Discrimination policy
 - The potential for the event going ahead to cause the institution to fail in its wider legal duties
 - The potential for the event going ahead to cause reputational risk to LCCM
 - The potential for the speaker's presence on the premises to cause fear or alarm to members of the student body
 - The potential for the speaker's presence on the premises to give rise to breach of peace
20. They may make one of the following recommendations:
 - Based on the risks presented permission for the event with the external speaker denied
 - Based on the risks presented permission for the event with the external speaker granted with no restrictions

- Based on the risks presented permission for the event with the external speaker to go ahead with conditions designed to reduce risk

21. When considering any conditions to reduce risk, the potential to cause risk themselves should be considered. For example, the decision to engage extra security measures should not result in heightened tensions and cause further risk to attendees.

22. The referral of speakers shall be reported to the Board of Governors via the Principal and the institution's annual report.

23. Any student who fails to uphold the Student Code of Conduct during an event may be subject to disciplinary action.

24. External bodies and or community groups using LCCM facilities are expected to uphold the institution's policies and principles in their duty of care and must confirm that any events taking place on LCCM premises are aligned with the relevant legal obligations.

This policy is reviewed annually by the Senior Management Team.

LCCM HARDSHIP AND BURSARY FUND POLICY AND PROCEDURE

1. This policy applies to students applying for financial support directly from LCCM through the Hardship Fund or Bursary Fund. The aim of the policy is to ensure consistent and fair treatment for all people applying for financial assistance.
2. The sum available for financial assistance is determined annually. ***Application does not guarantee an award will be granted.*** Awards are determined by a panel of Senior Management from LCCM based on recommendations from Programme team members and a combination of financial need, merit and availability of funds.

3. TYPES OF AWARDS

The types of financial support available are bursary grants, hardship grants and hardship loans.

4. Bursary: These grants are for students of lower income families who are having difficulty covering the course fees in excess of that covered by the student loan scheme. They are able to apply for partial fee waivers as follows:
 - Course fee waivers (up to the amount of £1500)
5. Hardship Grants and Loans: The LCCM Hardship Fund aims to assist students who experience unexpected financial difficulties due to circumstances which could not have been predicted at the start of their course. Examples of support available include:
 - Travel award to mitigate costs (up to the amount of £500)
 - Study award for SpLD support or other study materials (up to the amount of £200)

6. PRINCIPLES

Unless otherwise stated, bursaries, grants and loans awarded under this policy are only available to full-time students on LCCM award bearing validated programmes and, where other requirements are satisfied and unless otherwise stated, for no longer than the normal length of their programme.

7. COURSE FEE WAIVER

Applicants for course fee waivers through this scheme must submit the LCCM Bursary Application Form to LCCM Programme Administration in order to be considered.

Applications should include evidence of household income to support the request.

8. Regulations:

- a. The LCCM Course Fee Waiver may be awarded to 'home' (UK) undergraduate students and to EU undergraduate students classified by the SLC as 'home' for student support purposes who fall within the scope of this policy and whose household income in the relevant academic year is less than or equal to the qualifying threshold.
- b. For students whose household income is less than or equal to £25,000, any LCCM award will not exceed £1,500 in each year of study, where household income remains equal to or less than £25,000 in each year.
- c. For students whose household income is between £25,001 and £42,620, any LCCM award will not exceed £1,000 in each year of study where household income remains between £25,001 and £42,620 in each year.
- d. Course fee Waiver Awards and other, smaller awards (i.e. travel support) may be awarded by the panel throughout the academic year based on need and according to funds available. These awards must be applied for using the LCCM Bursary application form on the LCCM web site.
- e. Where a Course Fee Waiver has been awarded, the waiver will be applied in its entirety to the course fee due for the given academic year. Where a student on an undergraduate programme of study withdraws from their programme or suspends their study, the waiver applied to the programme fee will be adjusted in accordance with the table below. The LCCM Withdrawal and Refund policy will apply in all other respects.

From	To	Proportion of Tuition Fee Waiver Applied
September	December	25%
January	March	50%
April	June	75%

- f. Awards made are for the specified academic year only and cannot be applied to any outstanding financial balance owing to LCCM.

- g. Misrepresentation of qualifications: LCCM will require the repayment of any award based on entry qualifications where a student has willfully misrepresented their qualifications. The student may also be reported for investigation under the Student Conduct and Disciplinary Procedure.

9. HARDSHIP FUND

Students applying for finance from the Hardship Fund must complete the application form available on the LCCM student portal.

10. The application must demonstrate the following:

- a. How their financial situation has changed since their studies began
- b. Why these changes are unexpected and could not have been predicted at the start of the course
- c. What steps the student is taking to find alternative funding.
- d. Students will be expected to demonstrate that they have thought about how they are going to fund the rest of their studies.

11. Awards made under this category will usually be a combination of a grant and a loan. Students in their final year will normally be given a loan as it is expected that they will be able to take on paid employment on completion of their studies.

12. How does LCCM define unexpected circumstances?

The following are not considered unexpected and will not result in an award:

- Students who, in the opinion of LCCM, had inadequate funding at the outset of their course;
- Students who have not made academic progress in accordance with expectations and have subsequently run out of funds. It is expected that students will have made provision for the realistic length of their studies;
- Students who have been affected by fluctuations in exchange rates. LCCM will generally only consider awards where this has been catastrophic or combined with other circumstances;
- Students who require assistance with childcare costs, where this has not been taken into account at the outset of their studies;

- Students who need assistance repaying debts that were in existence prior to starting their course;
- Assistance will not normally be given to support maternity or paternity leave for children born whilst a student is on a course, unless there are exceptional circumstances;
- Students who require funding to replace damaged or stolen belongings will be expected to report losses to police and make any insurance claims before applying to the Hardship Fund;
- Students whose parents or sponsors have allegedly withdrawn their support unless there are exceptional circumstances.

13. CHANGES TO REGULATIONS

LCCM reserves the right to alter or add to these regulations in the following circumstances:

- a. To adjust income thresholds to reflect inflation or other financial changes.
- b. In response to changes external to the institution, for example those made by the Higher Education Funding Council for England (HEFCE), Student Finance England (SFE), the Student Awards Agency for Scotland (SAAS), Student Finance Wales (SFW), Student Finance Northern Ireland (SFNI), or the SLC.
- c. Where, at its absolute discretion, LCCM believes that an error or omission has been made in the regulations. Where changes are made to these regulations LCCM will notify all appropriate students by email prior to any change coming into effect.

14. PROCEDURE

Students wishing to apply for support must complete the correct application form with the required evidence.

15. Awards will be announced within the following time frames.

- a. Course Fee Waiver Awards will be announced no later than 6 weeks after application.
- b. Awards under the smaller award categories will be announced within 30 days.

16. All decisions made by the panel will be final. The panel will be formed from members of the Senior Management Team.
17. Awards for financial support are made for the specified academic year only. If support is required in subsequent years, students must apply annually using the correct procedure. Applicants are reminded that awards are contingent upon funds available. An award in one academic year does not automatically guarantee an award in subsequent years.
18. In submitting an application to the Hardship or Bursary scheme, the applicant confirms that all information provided is genuine, accurate and complete. In the event LCCM discovers, subsequently to any award being granted, that the information provided was in any way inaccurate, the award will be withdrawn and the student will be required to pay the full fee for their programme in accordance with the payment terms and conditions.

This policy is reviewed annually by the Senior Management Team

HEALTH AND SAFETY POLICY

INTRODUCTION

1. This policy statement belongs to the London College of Creative Media (LCCM). In this statement LCCM recognises its responsibility for the health, safety and welfare of the people it directly employs and those people that visit or attend its offices.
2. LCCM recognises and accepts its responsibilities as an employer and subcontractor for ensuring so far as is reasonably practicable the Health, Safety and Welfare at work of all its employees and any other persons who may be affected by LCCM's activities.
3. The Resources Department are responsible for proposing Health and Safety policy annually for approval by the Board of Governors. The Board of Governors delegate responsibility for the daily maintenance and implementation of this policy to the Resources Department.

POLICY

4. LCCM's stated policy is designed to provide and maintain working conditions that are safe and without risk to health for its employees, tutors, students and other persons affected by its work. This will be ensured as far as is reasonably practicable by:
 - Ensuring the working environment, including external venues and spaces, is safe and without risk to health.
 - Providing and maintaining safe materials, systems of work and workplaces.
 - Developing, implementing and reviewing policies, procedures and standards to achieve safe working conditions which are without risk to health and taking any other steps necessary to fulfil its statutory duties.
 - Involving all personnel in the setting, maintenance and improvement of these policies and procedures.
 - Implementing safe practices and procedures in connection with the use, handling, storage and transportation of articles and substances.
 - Providing appropriate information, instruction, training and supervision for new and existing employees and other persons to enable them to deal with any particular health and safety aspects and/or responsibilities associated with their job, place of work or place of learning.
 - Providing adequate facilities and arrangements for employees' and other persons' welfare at their place of work or learning.

5. In pursuit of its policy, LCCM will comply strictly with the Health and Safety at Work Act 1974, the Factories Acts, the Office, Shops and Railway Premises Acts and any other appropriate regulations or approved Code of Practice as a minimum standard to which to work.
6. LCCM believes this can only be achieved by a continuing commitment to the improvement of health and safety standards. LCCM also recognises the promotion of Health and Safety at work is an essential function of good management and all levels of personnel must bear in mind their responsibilities in this area. Accordingly, every staff member should use their best endeavours to ensure compliance with the policy and procedures.
7. However, the promotion of Health and Safety is not the exclusive responsibility of staff. Every other person is under a legal duty to take reasonable care for the Health and Safety of themselves and their colleagues. Compliance with this policy and LCCM's procedures will:
 - Ensure that appropriate safe methods of working are employed.
 - Help individuals fulfil their statutory duties.

ORGANISATION OF HEALTH AND SAFETY RESPONSIBILITIES

8. Executive responsibility for the safety, health and welfare of employees and other affected persons rests with the Head of Resources (Geoff Hemsley), who recognises that support must come from the highest level if systems are to be effective.
9. Implementation of the stated policy and procedures is part of the daily work carried out by Geoff Hemsley as the nominated person with overall responsibility for Health and Safety at LCCM.

DUTIES OF EMPLOYEES AND OTHER PERSONS

10. All employees, tutors, students and other persons have an individual responsibility to comply with all safety rules and procedures and in particular should:
 - Take reasonable care of themselves and others who may be affected by their acts or omissions.
 - Co-operate with LCCM's representative in carrying out their duties safely.
 - Not interfere with or misuse anything provided in the interests of Health and Safety.

VISITORS AND THE GENERAL PUBLIC

11. LCCM also recognises a responsibility towards visitors to its premises or programmes and to the general public.
12. Visitors and the general public also have an equal responsibility to take care of themselves and others and are asked to co-operate with LCCM personnel and practices in order to comply with statutory requirements.

IMPLEMENTATION

13. It is recognised that the provision of safe and healthy working practices and environment is a normal task of management. All Department Heads will, as part of their duties, ensure that safe working practices and environments are maintained and that all persons under their control are made aware of their responsibilities and have the information they need. In particular Department Heads will ensure that all new employees, tutors, students or other persons are made aware of LCCM's policy and procedures for health, safety and welfare.

GENERAL PROCEDURES

14. To enable a safe working environment to be maintained, certain key areas require that safe working practices and procedures are established and maintained. These include the following:
15. **Fire Procedures:** All personnel (employees, tutors, students and other people), are to be aware of the arrangements that exist for their protection in the event of fire or other similar hazards. LCCM will ensure its premises meet the requirements regarding the provision of equipment, systems and information for the threat of fire and similar hazards.
 - Fire systems are checked weekly and logged for any faults
 - Fire evacuation exercises take place twice each academic year
 - Fire fighting equipment is visually checked once a week
 - Fire doors are checked weekly for their compliance
 - Fire procedures are communicated to Department heads
 - Fire signs are checked and their visibility maintained
 - Fire exits are regularly checked and clear of obstruction
16. **Accident Reporting Procedures:** All personnel will be made aware of the need for the reporting of accidents or potential accidents and the procedure for doing so. LCCM will ensure that an effective system exists for the recording and investigation of accidents. The results of these investigations, together with recommendations for any changes, will be presented to the Board of Governors.

- Accident books are kept in each LCCM campus

17. First Aid: All personnel will be made aware of the procedure that exists for obtaining First Aid and medical treatment on the premises and who the nominated First Aid people are. LCCM will ensure that effective First Aid facilities exist, together with a facility or procedure for obtaining medical attention when required.

- Medical forms are required from students at course enrolment
- Regular first aid training is provided to all staff, except tutors. Training is renewed every three years or when certificates expire
- Notices are placed in both campuses indicating the location of first aid facilities

18. Notifications of Known Hazards: All personnel will be made aware of the need for care and attention and not to use machines or equipment for which they are not qualified. They will also be made aware of the known hazards on the site using risk assessments.

- Risk assessments are carried out before the start of each academic year. The results are stored on LCCM's server and in hardcopy in the Resources Department
- Results of risk assessments are distributed to Department Heads

19. Training and Supervision: All persons will receive adequate information and training for any machines, plant or equipment on which they will be expected to work and will be properly supervised by an appropriately qualified person. Appropriate induction training on Health and Safety will be provided for all new staff and other persons using the premises.

- New staff agree to abide by LCCM Health and Safety policy
- New staff given a guide to LCCM Health and Safety policy and procedure.
- First aid course available
- New guidance provided by Head of Resources

20. Provision of Safety Equipment: All personnel will be made aware of the need for and the provision of equipment specified for the protection of their health and safety.

- LCCM will ensure that any equipment required for the Health and Safety of personnel will be freely available and properly maintained. Everyone will be reminded of their duties to use and care for any such equipment.
- Risk assessments identified excessive volume as a danger. Ear defenders are freely available for all staff and students. Notices in all classrooms indicate the danger of excessive volume

- 21. Hazardous Substances:** All personnel will be made aware of all substances or articles used on site that may be hazardous. LCCM will ensure that satisfactory arrangements exist for the safe use, handling, storage and transportation of any articles and substances likely to be hazardous to health.
- 22. Safe Working Practices:** LCCM will ensure that as far as is reasonably practicable, safe working procedures are adopted and used. Particular attention will be paid to the need for any lifting and where appropriate personnel will receive training in correct lifting techniques.
- Resources implement a weekly visual check of all working areas including offices, classrooms, studios and common areas for known hazards, tripping, electrical dangers, hygiene. Results are recorded and provide the Resources Department with action tasks to maintain safe working practices
 - Termly display screen assessments take place at the start of each term
- 23. Information to Individuals:** All personnel will be kept informed of any changes that occur in the safety procedures, which may affect them. LCCM will monitor any changes in materials, plant or processes used to identify how they may affect the Health and Safety of its personnel using regular risk assessing.
- 24. Good Housekeeping:** All personnel will be kept informed of the need for tidy and ordered working areas. LCCM will ensure that good housekeeping procedures are in place in all areas used by its personnel.
- Resources Department employees will take a pro-active role in promoting good housekeeping practices
- 25. External Spaces:** LCCM uses external venues for live gig performances and teaching regularly throughout the academic year. LCCM will ensure that as far as is reasonably practicable, safe working procedures are adopted and used. As part of good practice, LCCM Resources Department inspects venues and requests copies of risk assessments before engagements are made.

This policy is reviewed annually by the Senior Management Team

INFORMATION TECHNOLOGY (IT) POLICY

1. GENERAL STATEMENT OF PRINCIPAL

LCCM understands the significance of IT in the creative industries and is therefore committed to providing its students with access to professional industry standard computing.

By using any IT system or service provided by LCCM students and staff agree to the LCCM Information Technology Terms of Acceptable Usage as stated below.

2. *LCCM will*

- 2.1 Provide authentication to computers and services for all students and staff.
- 2.2 Provide all students with sufficient internal data storage for the duration of their course.
- 2.3 Provide secure and enumerated access to IT resources.
- 2.4 Maintain and update services and networking equipment to maximise students' learning opportunities.
- 2.5 Back-up student data internally and only for the duration of study.
- 2.6 Archive data that is submitted by students for the purpose of assessment for the period of time appropriate for UK higher education, as required by its university partner and awarding body.
- 2.7 Provide Wired network connectivity.
- 2.8 Provide Wireless internet connectivity in student areas.
- 2.9 Strive to ensure that no part of its IT systems is used for any illegal activity.
- 2.10 Comply with any relevant regulatory authority to provide an appropriate level of security to our systems and protection to our users.
- 2.11 Provide 1 computer workstation per student in all production or computing classes.
- 2.12 Base production systems on relevant, industry standard platforms including Apple Logic Studio and Avid Sibelius.
- 2.13 Ensure that software and hardware of classroom computers is up to date and at least a minimum specification of the software developer.
- 2.14 Strive to ensure all computers have the same or similar configurations.
- 2.15 Ensure all software complies with correct licensing.

- 2.16 Provide all students and staff with email for the duration of study or employment.
- 2.17 Provide where available cloud based services such as Microsoft 365 for Education or Google Apps for Education.
- 2.18 Strive to enhance and introduce new services for students where enhancements to students' learning opportunities are identified.

3. LCCM will not...

- 3.1 Provide administrative access to any of its systems to students.
- 3.2 Be liable for inappropriate or illegal usage of its infrastructure by students or staff.
- 3.3 Use the repertoire held on its storage for any other use than in the context of coursework as part of the delivery of its course.
- 3.4 Provide technical support to IT equipment other than its own.
- 3.5 Take responsibility for data stored using third party services whether or not the service is offered by LCCM.
- 3.6 Be liable for inappropriate or illegal usage of third part services by students or staff.
- 3.7 Provide remote access to LCCM's internal infrastructure.

4. INFORMATION TECHNOLOGY TERMS OF ACCEPTABLE USAGE

4.1 Definitions

For the purposes of the Terms of Acceptable Usage, "IT Resource" is defined as any of LCCM's IT resources, including computers, email, internet access, internal network, data storage, software, wireless networks and any other related hardware and software.

By accessing or using any IT Resource or service provided by LCCM you agree to be bound by these terms.

- 4.1.1 IT Resources are provided for academic purposes and not for any business, commercial or extensive personal use.
- 4.1.2 Before using any IT Resource, you must have received your username and password. IT Resources may only be used with these credentials.
- 4.1.3 You are responsible for all activities carried out under your credentials. You must not give your password to anyone else or store it on another computer system. While you are logged into a computer or service with your credentials, you should not leave your workstation unless you can be certain no one else can access it.

- 4.1.4 You must not risk the functionality, performance or reliability of computers, networks, software and data. The integrity of our computer systems is at risk if you do not take measures to protect your data from malicious software.
 - 4.1.5 You must not interfere with, or try to interfere with, information that belongs to another user.
 - 4.1.6 We may in some circumstances use your personal data to meet our legal and regulatory obligations. This can only be done when authorized by a member of the Senior Management Team.
 - 4.1.7 You cannot assume that telephone or online conversations at LCCM using our equipment are private. Data is monitored and collected in case of complaints or legal enquiries. You should be aware that internet activity is monitored for security reasons and that email on our domain can be accessed if authorized by the senior management team. This may be done to resolve technical issues or when there is reason to believe a criminal offence has taken place or a College regulation has been broken.
 - 4.1.8 Any data, information or software which you have not created, and which may become available by using computing or communications resources, must not be copied or used without the permission of the owner or provider.
 - 4.1.9 You must not break any copyright. The Copyright, Designs and Patents Act 1998 gives copyright owners the right to bring civil proceedings if anyone breaks a copyright, and makes it a criminal offence to break copyrights.
 - 4.1.10 You must not use any IT resource to use or publish material that is obscene, libellous or defamatory.
 - 4.1.11 Software or information we have provided may only be used for educational purposes unless agreed otherwise. You agree to follow all the licensing agreements for software that we have entered into.
 - 4.1.12 You agree to follow the conditions of the Computer Misuse Act (1990), the Criminal Justice and Public Order Act 1994, the Data Protection Act (1998) and other relevant Acts.
 - 4.1.13 You must not do anything that damages the reputation of the College, a member of staff or a student.
 - 4.1.14 People who break these terms of acceptable usage may have to face disciplinary or criminal procedures (or both).
5. LCCM will take a 3-5 year view on renewal of all IT resources as advised by its IT support consultants and based on feedback from other relevant bodies both internal and external.

This policy is reviewed annually by the Senior Management Team

INTERRUPTION OF STUDIES POLICY AND PROCEDURES

1. LCCM accepts that from time to time students will encounter exceptional circumstances that inhibit their best chances of completing their course. This policy aims to ensure a fair balance between the protection of a student's right to interrupt their studies on a course due to personal, medical or other similar reasons, with the stable operations of the school and its obligations to its entire student body.
2. LCCM will not accept a student's request to interrupt their studies for reasons other than those that are beyond a student's reasonable control, such as matters of serious personal ill health or an extended tour as a working musician.
3. Places on courses will not normally be interrupted for more than one academic year.
4. Where a request for an Interruption of Studies has been granted, the Programme Administration team will acknowledge this by using the departmental section of the 'Interruption of Studies' form and return a copy of the signed form to the student. No other documentation will follow. It is the responsibility of the student to confirm that they will resume attendance as detailed on the form.
5. A student who has interrupted their studies must inform Programme Administration in writing, no later than 20 College working days prior to the start of an academic term, to confirm that they are returning (from the start of) that academic term.
6. If the student does not confirm within this stated time frame, LCCM has no duty to hold the student's place open for any longer and reserves the right to offer it to another student.
7. Financial matters relating to interruption are laid out in the College's "Student Fees, Payments and Refunds Policy".

Interruption of Studies Procedure

8. Where a student wishes to apply for an interruption of their studies, the following procedure will apply.

Stage 1

9. The student will write to Programme Administration via studentservices@lccm.org.uk with a completed 'Interruption of Studies' form available in the student portal. The form will include a full explanation of why they are unable to complete their course. If the reason is confidential, enough detail must be given to enable a fair decision to be made by the College.

10. The Programme Administration team will respond in writing within 5 College working days to arrange a formal meeting with the student to discuss the circumstances and reach a decision.

Stage 2

11. At the meeting, the student will be asked to make their case and present any supporting evidence, which the Programme Administration team (no fewer than 2 members) will review and explore; if necessary referring to the relevant Programme Leader for clarification. The Programme Administration team will also draw on relevant information about the student's academic results, attendance, performance to date on the course and fees status, and, where applicable, may thus maintain confidentiality of certain matters in the record of the meeting

Stage 3

12. The Programme Administration Manager will reach a decision, which it will present to the student in writing within 5 College working days of the meeting. Where interruption is allowed, this will include the year/term at which study is to resume. The student will be informed of his or her right to appeal against the decision, to what deadlines and on what grounds.

13. Appeals will only be considered where:
 - the student can present new credible supporting evidence that was not available at the time of the initial request
 - LCCM representatives have not followed this procedure correctly

14. The student can request an appeal by writing directly to the Vice Principal explaining how their appeal meets the above criteria.
15. The Vice Principal will consider the grounds for appeal and will reply to the appeal letter in writing within 5 College working days either upholding the original decision or granting the Interruption of Studies considering new evidence or procedural irregularity. The decision of the Principal will be final.

Stage 4 Return from interruption

16. An interrupting student must inform Programme Administration in writing that they intend to resume study, no later than 20 College working days prior to the start of the term of intended resumption. A student may request resumption earlier than the date at 12 above, in which case this will be allowed at the College's discretion providing the student can follow a valid programme of study of modules commencing in that term. Prior to return to class a returning student will be invited to attend a short return meeting with the Programme leader and a member of Programme Administration staff.

Withdrawal from courses

17. Withdrawal notifications must be made in writing according to the published procedures - see "Terms and Conditions of Enrolment" and "Student Fees, Payments and Refunds Policy") which include financial matters relating to Withdrawal. In addition, if an interrupted student does not notify return as per 16. above, they will be deemed to have withdrawn. If an interrupted student does not return to study by the date specified at 12 above, they will be deemed to have withdrawn.

The Academic Board reviews this policy annually.

PASTORAL CARE AND SAFEGUARDING POLICY

1. LCCM is committed to student welfare and safety and actively promotes a safe environment for students where they can go about their lives free from prejudice, discrimination, physical harm and verbal abuse.
2. LCCM understands the need to provide opportunities for students to access additional support during their studies, both for academic and personal issues.
3. These principles are applied throughout the institution.
4. **PASTORAL CARE - LCCM will:**
 - a. Maintain a dedicated Programme Administration department for students to access throughout their studies
 - b. Provide individual appointments as required with Programme Administration staff to assist students in resolving their academic and pastoral concerns
 - c. Maintain external links with care professionals and other relevant organisations to increase opportunities for students to access affordable health and well-being services
 - d. Refer students to external care professionals where internal services are unavailable or where the severity of the issues requires professional, medical or mental health expertise
 - e. Identify subject leaders or module leaders responsible for students' main subject of study and signpost students to this senior tutor for academic concerns and professional development
 - f. Provide students with access to individual and small group tutorials
 - g. Provide access to health and well-being resources online through the student portal

5. SAFEGUARDING AND PREVENTING EXTREMISM

LCCM recognises its statutory duty to safeguard and promote the welfare of young and vulnerable adults, in particular from radicalisation and violent extremism.

6. LCCM will:

- a. Provide training and guidance to all relevant staff to assist in identifying concerning behaviours
- b. Provide training and guidance to student representatives to assist in identifying concerning behaviours
- c. Clearly signpost to all staff and students what to do if they are concerned about a student or staff member and to whom in the institution they should refer the matter
- d. Support relevant staff during the external referral process, where required
- e. Actively promote British values such as democracy, fairness, diversity, equality and tolerance.
- f. Assist students in developing critical thinking skills which will support them in resisting extremism
- g. Record all instances of Safeguarding review and referral in a confidential and strictly controlled-access Safeguarding Register.

REFERRAL PROCEDURE

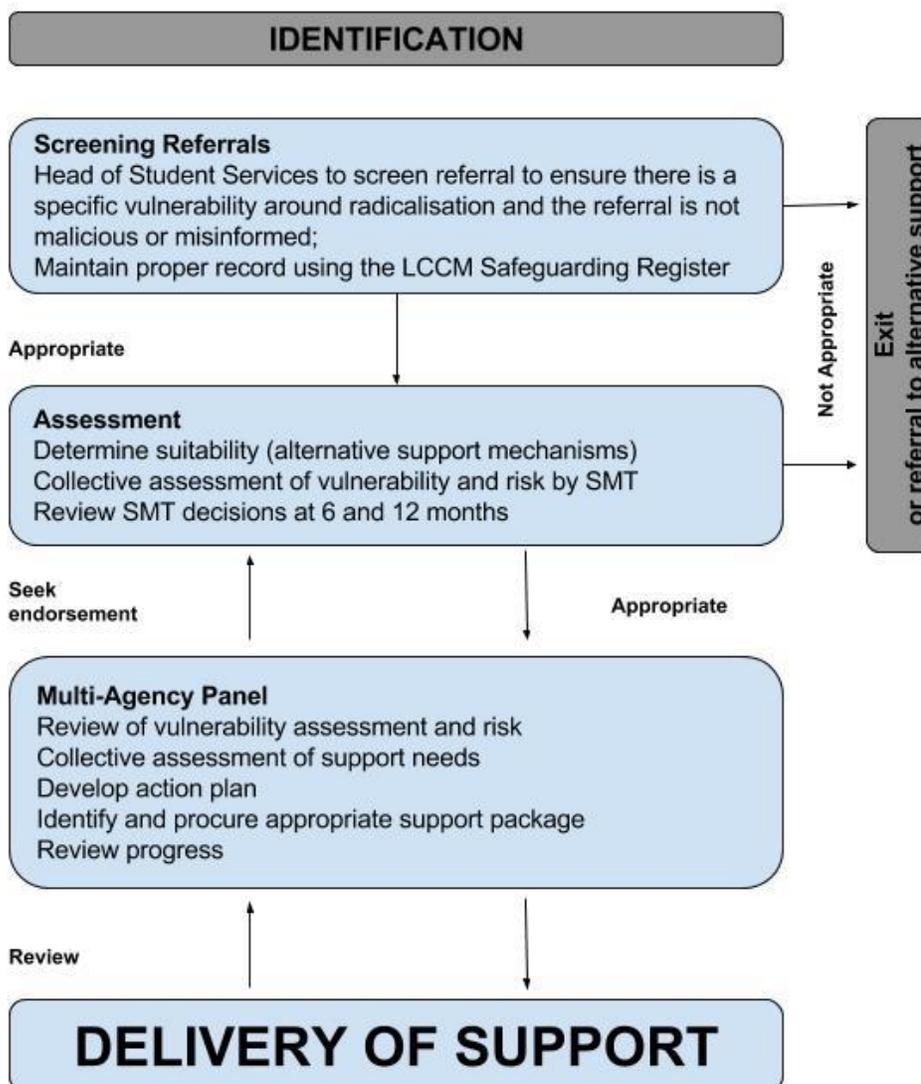
7. Where any staff, tutor or student has a serious concern about the well-being of an individual within the institution, they should request an appointment with the Head of Quality & Programme Administration to discuss the matter.
8. This meeting may be attended by another member of staff, if appropriate or if the Head of Quality and Programme Administration is unavailable.
9. The attending staff member will assess the nature and extent of the risk and develop the most appropriate support plan for the individual(s) concerned. Where appropriate, other individuals including tutors may be interviewed to triangulate information before addressing the issue.
10. If there is any evidence of vulnerability to extremism or radicalisation the Prevent Lead will refer the matter to the Senior Management Team at the earliest possible opportunity for review where they will decide if a referral to the Channel Panel is necessary in accordance with the institution's statutory duty.

11. Where there is a perceived immediate danger to the individual, the LCCM community or the community at large, the time frame for reviewing and referring the issue to external bodies e.g. Local Authorities, may be accelerated.

12. LCCM will review cases at a specific future dates.

13. Any issues, actions and or follow up investigative measures taken will be kept up to date in the Safeguarding Register. All Safeguarding activity will be reported to the Board of Governors on an annual basis via the institution's annual report.

Fig. 1



This policy is reviewed annually by the Senior Management Team

PHYSICAL RESOURCES POLICY

GENERAL STATEMENT OF POLICY

1. LCCM Resources Department will provide a variety of space to support all students in achieving their best effort: music performance rooms, computer rooms, classrooms, piano rooms, practice booths, study areas, quiet study zones and student space.
2. LCCM will strive to provide its students with professional equipment that is industry standard, adequately maintained and updated as industry develops. LCCM will conduct a review of resources before presenting any assignment to students. This review will confirm there are sufficient resources at the students' disposal to create work of the highest possible standards.

APPLICATION OF POLICY

3. Application of this policy resides with the Resources Department. The Resources Department is responsible for the operation of the College buildings and associated physical resources excluding IT provision.

MUSICAL EQUIPMENT

4. LCCM will provide sufficient musical equipment to allow all workshop rooms to have complete, working backline at all times. All workshop rooms will have sufficient equipment to accommodate a full band consisting of 2 guitarists, 2 keyboard players, 1 drummer, 1 bass player, up to 4 horn players and up to 4 vocalists. There will be a PA with monitors and all workshop rooms will be similarly equipped to remove the need to move equipment from room to room.
5. Broken or damaged equipment must be reported to resources@lccm.org.uk. Resources staff are responsible for arranging replacements and repairs. All portable equipment will be tested in accordance with LCCM's Health and Safety policy and with current regulations / good practice. Where required rooms will have data connections and telephony. A wide range of style-specific or 'vintage' equipment will be available for use in the recording studio in particular amplifiers, keyboards, microphones and drum gear.

ESSENTIAL REPERTOIRE

6. Library:
LCCM will maintain a library of 'core' material either digitally or in hard copy, that is directly relevant to the College programmes. Choice of the core material and how it can be accessed will be at the request of Programme Leaders.

7. LCCM will maintain a library of 'core' performance repertoire i.e. material that is directly relevant to the programmes. Students are required to supply their own additional materials according to the repertoire they choose to study. Additional listening and reference repertoire, as required by the Subject and Module Leaders, will also be available through the student portal.
8. LCCM will wherever possible purchase the following non-required items that may enhance the students' learning experience:
 - Books of charts / songbooks
 - Theory, technique and contextual studies books
 - DVDs - tuition, documentaries, films
 - Other listening materials
 - Periodicals and journals

ASSESSMENT FILMING

9. Resources will provide cameras to film key assessments for academic quality and appeal purposes only. Where possible these will be made available to students however they will not be produced to a standard intended for public broadcast.

REPAIRS

10. As a minimum, LCCM will survey all equipment daily as technicians reset the building before closing or while opening.
11. Any damaged equipment must be reported to the Resources Department.
12. The Resources Department will normally ensure that faulty items are either repaired or replaced within 14 days where this cannot be done immediately. However, some specialist studio equipment including microphones may take 30 days or over to repair. In situations like this, the College will make its best effort to find temporary replacements, if possible.

RENEWALS

13. All equipment shall be renewed or replaced with sufficient regularity as to ensure this policy can be delivered i.e. if items become obsolete in industry or have become unsuitable for use, they shall be replaced by no later than before the start of the next academic year.

USING LCCM CAMPUSES AND RESOURCES

14. All physical resources are for the sole purpose of delivering LCCM programmes. Resources are not available for students to borrow or rent for personal use. The Resources Department will only provide equipment, transport and staff for assessed LCCM performances, assignments, end of term gigs and a single official Fresher's Gig. LCCM Resources are not available to book or to use for any unrelated non-College activity.
15. Access to all LCCM campuses and resources including all classes, workshops and similar, is for the exclusive use of LCCM students currently studying at the College. The period students have access to LCCM campuses and resources is defined only by the term dates published in their programme handbook.
16. In exceptional circumstances students may request permission from their programme leader to admit a guest e.g.
- Production students who for an assessed project need to record instruments not played by a current LCCM student such as strings
 - Final year performance students who wish to use an instrument not played by a current LCCM student such as strings in their final recital
- No guest will be permitted without written approval from the relevant Programme Leader. The Programme Leader reserves the right to decline the request or impose restrictions on the involvement of any guest.

EXCEPTIONS TO THIS POLICY

17. Students may show friends or family around LCCM, however permission must be sought first by emailing resources@lccm.org.uk. When formal written permission has been granted, students must ensure their guests are signed in and out. Tours should not exceed 15 minutes and students must accompany their guests at all times. Guests and friends are not permitted to attend any classes, workshops, rehearsal or other similar activities.

INTERRUPTION OF STUDIES

18. Students who interrupt their studies do not normally have access to the College during the period of interruption. Any variations to this policy may only be granted in writing by the Programme Leader and will be made according to the academic needs of the student only.

RESOURCES FOR ACADEMIC STUDY

19. All facilities and resources are foremost provided for students to study and complete their programmes. Therefore, priority will always be given to students' academic projects over extra curricula activities. Furthermore, students' access to resources will be prioritised according to the needs of their assessed modules. For example, students taking performance-related modules will have priority access to all rehearsal and practice facilities at the time of their assessments.

LCCM RECORDING STUDIOS

20. All recording studios are for LCCM music production students. Only production students can request and book the recording studios.

VARIATIONS TO STUDY MODE

21. Students taking courses part-time or varying their mode of study in any other way only have access to those facilities and resources that relate to the assessed modules they are taking in each specific year. For example, a student taking production as part of their assessed modules will only have access to LCCM studios for the period they are working on their production module.

STUDENTS ON CERT HE MUSIC COURSES

22. Cert HE MP/CMP students have access to LCCM campuses according to the conventions stated in this policy.
23. Cert HE MP/CMP students may attend the extra curricula workshops shown in the published course description at the point of registration.
24. Cert HE MP/CMP students may only book rehearsal and practice rooms on the days of their core studies.

STUDENT ON NON-HE COURSES

25. Students taking non-Higher Education courses such as evening classes, Summer Courses or workshops on Saturdays have access to the LCCM campuses and facilities only at the time they attend their classes or workshops.

This policy is reviewed annually by the Senior Management Team

LCCM PRINTING AND PHOTOCOPYING POLICY

1. LCCM provides printing and photocopying facilities on designated machines for students to use.
2. To provide an improved student experience, the College does not charge students for printing and photocopying for academic purposes specific to their course. The rules contained in this document set out how this will work in practice.

Rationale for LCCM Printing and Photocopying Policy

3. Where possible the College seeks to deliver teaching and learning materials and documentation in digital form so that these can be accessed from any location on a wide variety of devices.
4. The College uses electronic submission of coursework. Students are encouraged to work digitally as far as possible, to enable material to be stored safely and used flexibly.
5. The College recognises that, during their study, students may need to print out or photocopy certain materials and within the framework of this policy, this service is provided at no charge.
6. Students are asked to recognise that unnecessary printing and copying is not only detrimental to the environment, but also costs the College significant sums of money which could otherwise be spent on further improving student facilities and services. LCCM has a “think green” approach that encourages students to consider the ethical and environmental implications of their actions, including their use of printing and copying facilities. This policy is to reduce the amount of printing/copying at the College. Further guidance on ways to minimise your printing and copying requirements is provided below.
7. To utilise the College’s printing and copying facilities, you must use **dedicated printing stations** provided at the reception of both buildings. For printing, you are strongly recommended to store all your files on a **USB data stick**.

8. Please remember the College cannot print your submitted work on your behalf. You must bring your own file or email it to yourself for printing if absolutely necessary.
9. In the event that you fail to follow the rules set out in this policy, you may be subject to disciplinary action under the College regulations.

Permitted Printing and Copying

10. You are permitted to print or photocopy your work or College documents or learning materials and hand-outs provided by the tutors when this is required to support your studies. **All printing or copying is for academic use only and you are not permitted to use the College's printing facilities for personal use** (i.e. tickets of any kind, boarding passes, charts and/or posters for projects outside College, etc.).
11. The print and copy machines are set to double-sided and black-and-white as a default. Single-sided printing should only be used when this is essential (i.e. charts for musicians). Please note, the default size is A4; students attempting to print to a different size may encounter difficulty.
12. The College recognises that students will have different printing and copying requirements and is sensitive to the needs of different modules. Consequently, the definition of what may be a "reasonable" amount of printing will take account of the subject that a student is studying.
13. If you have a specific requirement for more than 100 pages of printing or copying at any one time, you should send a written request to LCCM Programme Administration (studentservices@lccm.org.uk) who will ensure that this is handled in the most efficient and cost-effective way.

Conserving the Environment and Making Best Use of College Resources

14. LCCM is committed to improving its own environmental performance in a wide variety of ways including the effective utilisation of printing and copying facilities. The text box below shows the impact of printing on the environment and the role that you as a student can have in reducing our carbon footprint.

Environmental Impact

Paper is a versatile and renewable resource with many useful applications, which the modern world couldn't do without. However, the **production of paper** involves more than just felling trees. It **requires a large resource input** in terms of energy, water and chemicals and **produces large volumes** of solid, liquid and gaseous **waste**, some of which is hazardous.

LCCM is a digital environment and therefore we encourage our staff and students to think before they print. You can greatly assist us with reducing our environmental impact by considering the questions below.

Do I really need to print/copy or will a digital version suffice?

Have I securely backed up my work and, if so, is it still necessary to print out a copy?

Can I remove the need to photocopy by scanning instead, with the scanned document being sent to my email box?

Can I reduce the number of pages I need to print by changing the font size or reducing the margins?

Have I checked my work to ensure that I have the final copy incorporating all the amendments and following an automatic spell-check before printing it out?

Have I used the print preview option to ensure that my document fits onto the smallest number of pages that will be appropriate?

Could I reduce the number of pages I need by printing or copying two (or more) pages per sheet?

If I am only making small changes to a document, then am I sure that I am only reprinting the pages that have changed - not the whole document?

Can I use cloud services such as Dropbox to share documents with a group, rather than photocopy or print?

Am I saying "no" to printing PowerPoint presentations? PowerPoint files can be full of graphics, coloured backgrounds and very little text. Instead of printing, use it as a study opportunity to take notes (i.e. typing or writing) from the PowerPoint. By recording the information yourself, you become more familiar with the material.

Unauthorised Use of the Printing and Copying Facilities

15. The following activities are not permitted on the College's printing and copying facilities:

- Printing or copying for personal uses not related to your programme of study
- Printing or copying on behalf of others
- Printing or copying in breach of copyright
- Excessive printing or copying

Advice and Support

16. Further information on this policy, please contact LCCM Programme Administration via studentservices@lccm.org.uk or visit the front desk in either building.

Liability for Misuse and Disciplinary Action

17. Excessive printing or copying, or other unauthorized use of printing and copying facilities as outlined above, may constitute misconduct as defined in the Student Code of Conduct and Disciplinary Procedure.

This policy is reviewed annually by the Senior Management Team

PUBLIC INFORMATION POLICY

1. LCCM has a duty to ensure that all information it publishes is clear, accurate and complete. This is to ensure students, prospective students, staff and the wider public can have confidence in the validity of the information they are accessing, be it in hard copy or digital format.
2. The Principal is ultimately responsible for the accuracy and completeness of all published College information, however, to ensure factual correctness and clarity of content, operational responsibility is delegated to the relevant head of department, whilst noting that the Principal retains the right to determine the appropriateness of content or management responsibility. Awarding bodies have final authority over content relating to their awards.

Content Publication:

3. The Head of Marketing will lead on the generation, review and updating of appropriate content, providing internal contributors with the systems, processes and guidance needed to ensure this can be done in a timely fashion. All content will be reviewed annually at a minimum.
4. The Marketing department will ensure content is presented consistently and in line with LCCM's overall marketing strategy and brand guidelines, and published only once it has been formally approved by the relevant head of department. **Each Head of Department is responsible for the accuracy and clarity of published content relevant to their department.**
5. LCCM publishes material across social media; the Head of Marketing will ensure that any inaccurate, offensive or misleading content posted by third parties is removed.
6. Official LCCM social media communications will be the sole responsibility of the Marketing department.

Content Responsibilities:

Teaching and Learning Department;

7. Led by the Vice Principal, the Teaching and Learning Department will be responsible for all information relating to academic governance; academic regulations, policies & procedures; OfS matters; external quality reviews; Higher Education accreditations; professional accreditations and all collaborative partnerships; programme/module specifications (for all programmes and courses); and External Examiner reports with responses.

Programme Administration:

8. Within the Teaching and Learning department, the Programme Administration Manager will be responsible for preparing all information relating to:

- admissions and interviews;
- complete programme and course lists;
- programme and student handbooks;
- induction and freshers information;
- the academic timetable, including course dates, assessment timetable and performance information;
- Student pastoral and additional academic support;
- Bursaries, Scholarships and Hardship funds
- Internal and external promotion of all LCCM gigs and alternative events

Official LCCM communications will be provided through the student portal and by email from studentservices@lccm.org.uk or events@lccm.org.uk. In exceptional circumstances students may be contacted by phone.

Marketing Department:

9. The Head of Marketing is responsible for all information relating to:

- public relations and advertising;
- College news and events including the public calendar,
- student and tutor profiles and alumni stories,
- all other promotional materials; and
- via appointed partners and affiliates including third part course directories.

Official LCCM communications will be provided through the website and LCCM social media channels and by email from

Operations Department:

10. The Director of Operations and Financial Control is responsible for all information relating to:

- LCCM sites and facilities including opening hours, student practice, rehearsal and recording facilities; and operational notices.
- the provision of information technology services for students, staff and tutors; and student management data.
- Terms and Conditions of Enrolment, Student Fees, Payments and Refunds policy

The Principal:

11. The Principal is responsible for public information relating to:

- Corporate governance.

RESTRICTIONS:

12. LCCM will not accept responsibility for information published by third parties outside the above remits. Where this information comes to the attention of LCCM officers, and it is inaccurate, the college will endeavour to have the information corrected or removed.
13. All LCCM communications and information for public consumption must be provided only via official accounts and channels of LCCM and its appointed partners and affiliates.

This policy is reviewed by the Senior Management Team annually.

Appendix - Procedure for the approval and review of the website and printed information

The Principal, Vice Principal and Director of Finance and Resources (the Principalship) together with the Head of Marketing, has overall responsibility for the management of all publications, including the student handbook, programme handbooks, prospectus, website, and advertisements.

All content for publication to any audience and via any media must be provided to the publisher only by these postholders, together with the Programme Administration, Manager, according to the responsibilities laid out in paras 7-11 of the Policy. Where applicable, these postholders will obtain the written agreement of the awarding body(s) prior to submission of materials for publication. In addition, Head of Marketing “sign off” will be required of final drafts prior to publication to ensure content is presented consistently and in line with LCCM’s overall marketing strategy and brand guidelines.

The following procedure provides a means of then initiating a regular external review of the website and any printed publications. Although these media are carefully checked within the College and with the awarding body(s) before sign off, a further external view is of particular benefit in ensuring that content remains accurate, appropriate and relevant.

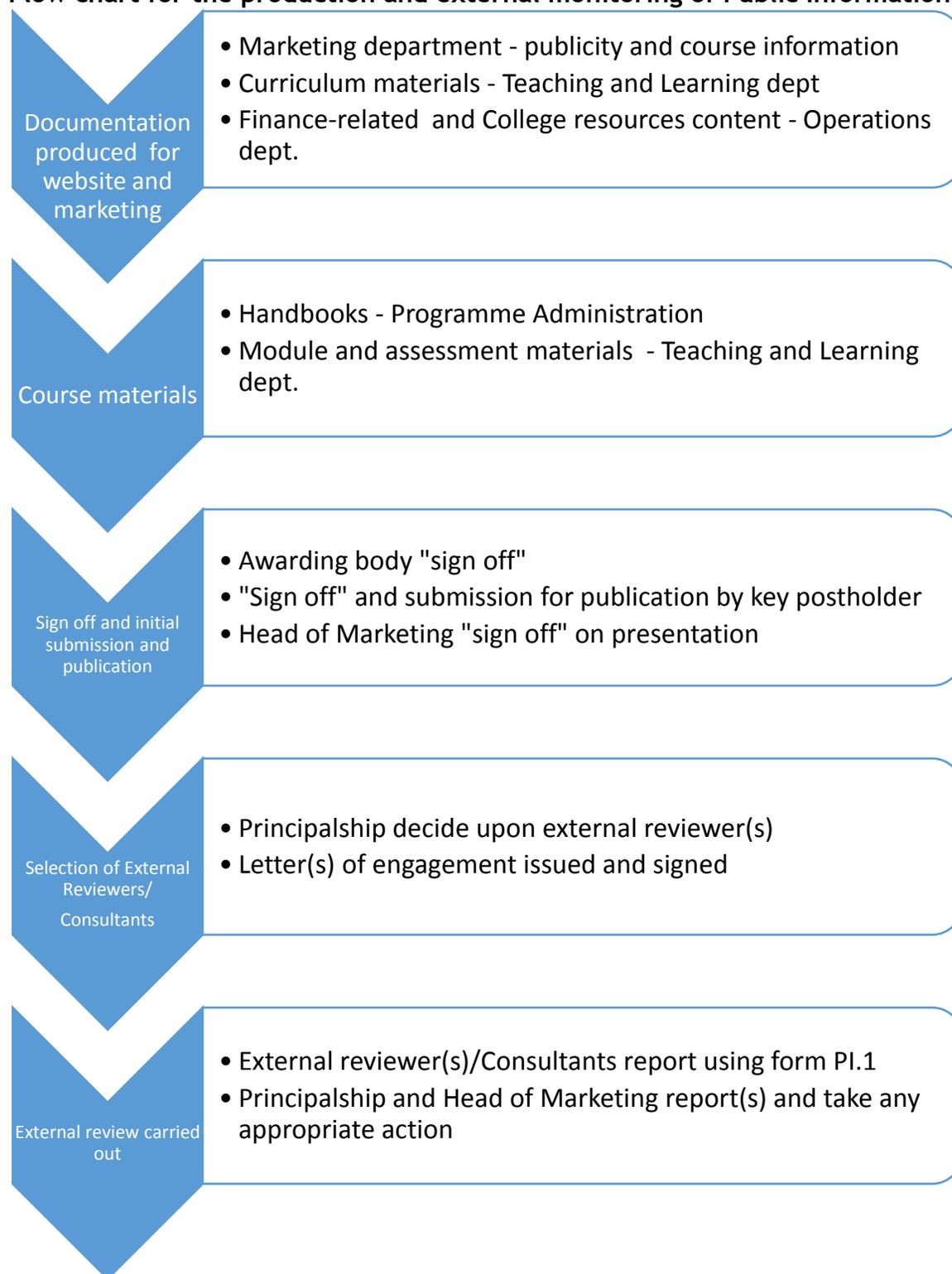
The Principalship will decide each year which external reviewer to use and whether to ask more than one individual to undertake review work. A signed letter of engagement should be used in each case.

The frequency of external reviews of the College’s public information will be decided by the Principal, but the normal frequency will be once every 6 months. The external reviewer(s) will be expected to comment upon the following:

- overall appearance of the website/printed materials
- appropriateness of the content and images (particularly in relation to a potential overseas student audience)
- currency of the content and images
- accuracy of the body text (this will include spelling, grammatical construction and textual conventions)

A formal report, using the format attached in PI.1, will be required for each external review. The report(s) will be considered by the Principalship and Head of Marketing, as per the procedure shown below. *UK Quality Code* references relevant to this procedure are principally Chapter B2 Indicator 3 and Part C Indicators.

Flow chart for the production and external monitoring of Public Information



Published information external review process (PI.1)

Date of review:

Date of next scheduled review:

Website

Overall comments:

[Reviewer to insert comments about the overall impact and appearance of the website]

Items to be amended:

[Reviewer to specify items that must be changed or amended, indicating the degree of urgency]

Printed Information

[Reviewer to provide both overall and specific comments about each separate printed item reviewed, along with recommendations about any changes]

Documents reviewed

Suggested amendments

Sign off of any changes as a result of review (sign and date when completed)

Review by:

Name:

Signature

Date:

Position of course:

Signed off by:

Name:

Signature:

Job Title:

Date:

[Principals to sign and date when all changes completed]

PUBLIC INTEREST DISCLOSURE (Whistleblowing) POLICY and PROCEDURE

1. LCCM recognises the need for a whistleblowing policy in line with the recommended good practice of the Committee of University Chairs (CUC). Further, The Board of Directors appreciates that members of staff will normally be the first to know or suspect that inappropriate behaviours that deviate from expected good practice are occurring. The reputation of LCCM and UKHE is paramount to the value of all awards and therefore all concerns raised will be investigated through the appropriate channels whilst respecting the integrity and privacy of the 'whistleblower'.
2. All staff, tutors, and students engaged with LCCM are introduced to this policy as part of their induction. The college expects professional and ethical behaviour from all those involved with the institution and provides guidelines in;
 - The Employee Handbook,
 - The Tutor Handbook,
 - The Student Portal,
 - Programme Handbooks,
 - LCCM website; Governance and regulations.
3. This policy references the recommendations and good practice provided by:
 - CUC: *Guide for Members of Higher Education Governing Bodies in the UK*
 - The Whistleblowing Commission: *Code of conduct on Whistleblowing 2014*
 - Parliament: *The Enterprise and Regulatory Reform Act 2013; The Public Interest Disclosure Act 1998.*
4. This policy provides guidance for those who wish to raise concerns about irregularities in the running of the College or the activities of colleagues operating within the College. This does not replace or undermine the current policies as listed in College handbooks, for example; Academic Misconduct, Academic Appeals, Complaints, student code of conduct, performance management. Rather, this policy enables members of the college to raise concerns at the highest level without fear of their position being jeopardised. Following a concern being raised and following initial investigation, the recommendation may move the complaint back to an existing policy and procedure.
5. **Procedure**
 - I. Concerns should normally be raised through existing channels or an individual's line manager,
 - II. Where this is not deemed appropriate, because of a conflict of interest or dissatisfaction with previous responses, allegations should be reported to the Principal or the Chair of the Board of Directors. (directors@lccm.org.uk)
 - III. Prior to making a complaint or raising a concern any individual may seek advice from the Whistleblowing Commission - Public Concern at Work, (www.pcaw.org.uk/)
 - IV. Allegations will be reviewed and an appropriate investigation strategy decided, in line with College procedures. Notably the initial investigation will be handled by someone independent of the final decision process and with no

- known conflict of interest. Following the initial investigation, the Board of Directors will determine:
- a. Disciplinary procedures in line with existing college policy
 - b. Further investigation required
 - c. A report submitted to an external body, e.g. The Open University, HEI Governing Body, The Police
- V. The investigator may request further information or clarity regarding the complaint and therefore anonymous complaints are strongly discouraged. The Board will endeavour to maintain confidentiality for the complainant, but this cannot be guaranteed.
 - VI. Anonymous complaints will be reviewed; however, the Board may elect to not take the matter forward due to lack of information.
 - VII. The person about whom an allegation has been raised will be told at the earliest opportunity and allowed to comment on the allegation and evidence prior to the final investigation report. In exceptional cases the investigation may have been immediately referred to an external body.
 - VIII. No person raising a concern should suffer any detriment. Any such perceived actions should be reported to the Board of Directors, where an investigation will determine whether disciplinary procedures should occur.
 - IX. Any person raising a concern where there is evidence that the information has been falsified or deliberately misconstrued will be liable to disciplinary procedures.
 - X. The Board of Directors will invoke disciplinary procedures against any person or manager who deters an individual from raising a legitimate concern.
 - XI. The final report is confidential to the investigator, any staff administrators involved in the process, an appropriate disciplinary authority (where deemed necessary) and the Board of Directors. The results and outcomes of any complaint will be communicated to the complainant.
 - XII. The person or persons about whom the complaint has been made will be informed of the outcome of the investigation. They will only be entitled to a full copy of the report where the complaint is upheld and further action is to be taken.
 - XIII. Records of all whistleblowing grievances will be maintained confidentially for 4 years. Data relating to the number and outcomes will be recorded and monitored by the Board of Directors. Unusual patterns may lead to further investigation into the governance and quality processes of the college.

This policy is reviewed annually by the Board of Directors

STAFFING POLICY

GENERAL STATEMENT OF PRINCIPAL

1. In the pursuit of its mission, LCCM strives to attract the most talented individuals to its staff. The college looks for successful people who have a proven professional background in the relevant creative industries. The institution's staff are also expected to have a relevant academic degree though this is not essential.

PRINCIPAL

2. The Board of Governors is responsible for the appointment of the Principal.

STAFF

3. All staff must be recruited according to the “Delegations of Financial Authority.” A recruitment panel of two senior staff members must be established for the appointment of all new employees or casual staff. The engagement of new freelance tutors must be recruited by one senior staff member and the relevant programme leader.

APPLICATION OF POLICY

4. LCCM ensures that staff numbers are sufficient to teach each subject area including those specialist areas within each programme. LCCM will ensure there is an appropriate balance between staff with relevant academic qualifications and those with current industry expertise. LCCM will augment its staff with guest speakers and masterclass guests. Programme leaders will ensure any comments and recommendations made by staff or guests with industry expertise that could inform programme enhancements are captured and fed into an agenda item for Programme Committee meetings.
5. LCCM will endeavour to support tutors’ continuous professional development including allowing the appointment of a deputy (according to the published procedures) to ensure staff can also maintain professional careers as practitioners in the creative industries.

6. Staff are required to attend a minimum of one annual review meeting per academic year and one peer observed teaching session where relevant. Such reviews and observations will review all aspects of staff members' roles including teaching and assessment. Reviews will also consider student feedback, all aspects of performance and any other relevant information affecting or relating to the delivery of LCCM's mission.

The Senior Management Team reviews this policy annually.

ADMISSIONS POLICY AND PROCEDURES

1. Scope of the Policy

This policy applies to admissions processes for the following courses:

- BMus (Hons) Music Performance and Production
- BA (Hons) Music Industry Management
- BA (Hons) Creative and Professional Writing
- BSc (Hons) Digital Product Development
- Cert HE Music Performance
- Cert HE Creative Music Practice
- Direct Entry Routes and the LCCM Access Course
- MA Creative Entrepreneurship
- Music Development Programme

The LCCM Access Course is not part of LCCM's Higher Education provision, it is included here as an access route into higher education.

2. General Principles

2.1 The purpose of this policy is to ensure fairness, transparency, diversity and to ensure consistency of standards throughout the application process.

2.2 This policy has been developed in accordance with the relevant **Expectation of the UK Quality Code for Higher Education (August 2014)** as follows:

‘Recruitment, selection, and admission policies and procedures adhere to the principles of fair admission. They are transparent, reliable, valid, inclusive and underpinned by appropriate organizational structures and processes. They support higher education providers in the selection of students who are able to complete their programme’.

2.3 LCCM welcomes applications from all people who can demonstrate a serious interest in creative expression and the clear capacity for the intellectual, artistic and professional development required to successfully complete their course of studies, regardless of background. Applicants are considered based on their merits, abilities and potential, regardless of gender, ethnic origin, age (subject to point 2.4 of this policy regarding aged under 18 years), disability, religion, sexual orientation or social class, in accordance with the **LCCM Equal Opportunities policy**.

2.4 All LCCM students must normally be aged 18 or over by September 1st of the academic year in which they commence their studies at LCCM. This policy sets out the exceptional admissions criteria for students over 16 but under 18, which are needed

to comply with safeguarding requirements and to consider their contractual capacity. (see Appendix 1 - Young Applicants at the end of this document)

2.5 Applicants will be selected on the basis of their full application, including the evidence of their qualifications, details of their interests and experience in their personal statement, their reference and, where appropriate, through the use of interviewing, auditions or submission of a portfolio.

3. Entry requirements

3.1 Minimum academic entry criteria are published on the website and in the relevant programme specifications. LCCM recognises that many talented, creative people have not had access to Level 3 qualifications or the opportunities to benefit from extra curricula activities. As an inclusive college, LCCM welcomes applications both from those with Level 3 qualifications, and those without but who are able to demonstrate in their personal statement and the subsequent selection process that they have the potential for and practical experience in their chosen subject to successfully complete their intended programme.

Entry criteria are updated annually as part of the Annual Review cycle.

3.2 The Senior Management Team has overall responsibility for the accuracy and completeness of this information in accordance with the **Public Information policy**. The Academic Board are responsible for approving entry criteria.

3.3 Applicants to undergraduate degree courses must normally have a minimum of two Level 3 qualifications to be considered. Mature applicants (aged 21 or over at entry) will be considered with relevant work or life experience.

3.4 LCCM recognises all qualifications that are part of the UCAS tariff as well as an extensive range of international qualifications, using the NARIC website as the source for identification of equivalency to UK qualifications.

3.5 Applicants to the postgraduate degree course typically require a minimum of a Lower Second Class Honours degree.

3.6 Applicants to the Music Development Programme (“MDP”) should meet the normal entry requirements of the BMUs/BA Programmes of which the individual modules are a part and, in the case of modules at level 5 or 6, demonstrate prior learning commensurate with entry to those levels of study.

4. English Language Requirement

4.1 Undergraduate applicants whose first language is not English must demonstrate Common European Framework of Reference for Languages Certificate (CEFR) Level B2 English language competence, by providing a secure English language test (SELT) from an approved test provider, taken no earlier than 2 years prior to the start of the LCCM programme applied for. All applicants must achieve at least CEFR level B2 overall for the four components (speaking, listening, reading and writing); this equates to an IELTS **a minimum in any component of 5.5**

4.2 Postgraduate applicants whose first language is not English must demonstrate Common European Framework of Reference for Languages Certificate (CEFR) Level C1 English language competence by providing a recent secure English language test (SELT) from an approved test provider. All applicants must achieve an IELTS score of at least C1 overall with **a minimum of 7.0 in all four components** (speaking, listening, reading and writing).

5. Visa requirements including UKVI Tier 4

5.1 Applicants who are not UK, EU or EEA citizens must meet and possess the appropriate leave to remain in the UK and satisfy immigration requirements in force at the time of entry onto the course.

5.2 Students seeking sponsorship through UK Visas and Immigration Tier 4 sponsorship will be required to meet the requirements as set out by the Home Office in addition to LCCM's requirements.

6. Provision of information

6.1 LCCM commits to providing enquirers and applicants with information that is clear, accurate, and complete. This information is published in a variety of formats including the LCCM website, prospectus and programme specifications in accordance with the **LCCM Public Information Policy**.

6.2 Clear information will also be provided on tuition fees, and any other costs associated with the course and the availability of scholarships and bursaries in accordance with the **LCCM Hardship and Bursary Fund Policy**.

6.3 Any changes to courses from earlier published information will be communicated to all applicants. This may include changes to the course following validation or professional accreditation, closure of a course, significant changes to content, title or tuition fees. Normally, LCCM will not make such changes within 12 College working weeks of the start of the academic year concerned.

6.4 The Admissions team will be available to discuss the applicant's individual interests, aims and needs, by telephone, email and/or in person, to help assist prospective students in applying for the most appropriate programme.

7. Contact details

7.1 The Admissions team are the first point of contact for queries regarding the admissions process.

7.2 The Admissions team can be reached by email at: admissions@lccm.org.uk or by telephone on 020 7378 7458

8. Admissions processes

8.1 Applicants to full-time undergraduate courses must apply through the UCAS system.

8.2 Applicants to part-time undergraduate (including MDP) and the postgraduate course may apply directly to LCCM via the online application form, or via UCAS at their discretion.

8.3 Information collected as part of the application process will be used only in accordance with the LCCM Privacy Policy and data collection notices provided.

8.4 Applicants are responsible for ensuring that the Admissions team is in receipt of all relevant information in order to make a decision on their application, and that all information is accurate and supplied in a timely manner. Omission of relevant information, or the supply of inaccurate information, may invalidate the application or the offer of a place.

8.5 Where necessary, LCCM may carry out checks on documents supplied by applicants to establish authenticity in order to guard against fraudulent applications. Where an application is found to be fraudulent either prior to or after admission, the College reserves the right to withdraw an offer or cancel enrolment.

8.6 Where an application is processed through UCAS, if the UCAS Similarity Detection Service highlights a “non-original” personal statement, the applicant will be provided with an opportunity to explain the similarity and in the case of valid explanation, the College will allow the applicant to provide a revised personal statement.

8.7 Where applicants are considered unsuitable for the course to which they have applied, then, wherever possible, they will be referred to other courses at LCCM deemed appropriate for the applicant.

9. Applicants with a disability or other learning needs

LCCM encourages disabled applicants to disclose their disability and support requirements at the earliest opportunity, for example on the application form, as this enables the College to provide students with appropriate information and to ascertain any reasonable adjustments necessary.

10. Applicants with criminal convictions

Applicants with criminal convictions are required to detail this when required by UCAS. Applicants who apply directly to the College are required to disclose convictions under the same circumstances. Having a criminal conviction will not necessarily be a bar to admission and LCCM abides by the Rehabilitation of Offenders Act 1975.

11. References

References are considered as part of an application to study a higher education course at LCCM. References are typically required from the previous education provider, however if there has been a significant break since previous studies, a reference from a professional or employer (not friend or family member) may be requested instead.

12. Auditions, Interviews and Assessments

12.1 Applicants will receive clear information on auditions, interviews, or any form of assessment applied during the application process. Applicants with a disability or other learning needs should contact the College to discuss any reasonable adjustments to the interview and assessment process.

12.2 Course specific selection procedures:

- .1 **BMus (Hons) Performance and Production, CertHE, and BMus modules in MDP:** all applicants meeting the minimum published entry criteria for the will be invited to an audition. Applicants who do not meet the minimum entry criteria may still be invited to audition based on a holistic assessment of their application, including their personal statement.
- .2 **BA (Hons) Creative and Professional Writing:** applicants meeting the minimum published entry criteria for the will be invited to submit a portfolio of written work and to attend interview. Applicants who do not meet the minimum entry criteria may still be invited to submit a portfolio and attend interview based on a holistic assessment of their application, including their personal statement.
- .3 **MA Creative Entrepreneurship:** applicants to the course should submit a CV and written evidence of their expertise in their field of interest, as part of

their application and may also be invited to an interview with the course leader.

- .4 **All other courses:** applicants may be invited to an interview, at the discretion of the College, if they do not meet the minimum entry criteria but show a genuine interest and the promise of ability for the course of study on their application form, for example within their personal statement, academic/work experience and/or reference, or where there is insufficient information in the application on which to make a decision.

12.3 Interviews, auditions and assessments will be conducted and evaluated in a standardised manner, including remote interviews and auditions conducted via Skype or similar technology.

12.4 All Interviews will be conducted by an appropriately qualified and trained member of staff in line with the **LCCM Equal Opportunities policy**, which is guided by the Equality Act (2010).

12.5 All supporting audio and video evidence supplied for a successful remote interview will be kept securely in line with the **LCCM Privacy Policy** and the relevant data collection notices.

12.6 All applicants visiting the college for an interview or audition will receive a tour of the facilities.

12.7 A parent or guardian may not accompany applicants during an audition or interview, however they are welcome to attend the tour and general discussion that accompanies the interview at express permission of the applicant.

12.8 **Course specific audition/interview procedures:**

.1 BMus (Hons) Performance and Production, Cert HE and (subject to modules applied for) MDP applicants may organise their own musical accompanist for one piece only, if needed, however the accompanist is not permitted to remain in the interview for any time other than the performance of the piece. The audition for these courses will normally comprise of:

- a practical audition
- a theoretical skills analysis, usually in the form of a theory test
- a 1-1 interview with an assessor on the applicant's experience, skills and interest in Music

.2 Interviews for all other courses will normally comprise of:

- a group or 1-1 interview with an assessor on the applicant's experience, skills and interest in the course
- where relevant, a discussion of the applicant's portfolio submission

12.9 Interviewers may conduct the interview in any order they see fit. All stages will be covered unless elements of the presentation or discussion demonstrate relevant implicit knowledge and understanding.

13. The role of the Interviewer

The interviewer's role is to provide the applicant with a welcoming and relaxed opportunity to present themselves in the best possible light. The interviewer is trying to balance what the student already knows and can demonstrate, with how far the applicant can develop during the programme. To this end, and because of the practical and creative nature of LCCM programmes, interviewers will exercise discretion when assessing the evidence of candidates' creative skills, academic achievements, and passion for the discipline. Ultimately, the interviewer will make a fair and reasoned assessment of how well the balance of the applicant's current ability, potential and ambitions resonate with course content and objectives, in order to make a decision based on the balance of the above attributes.

14. Data

Interview data is kept and analysed as part of LCCM's annual monitoring. For applicants who become students at LCCM, personal and sensitive personal data will be reported to the Higher Education Statistics Agency to meet LCCM's statutory obligations. Further information can be found in the **LCCM Privacy Policy and data collection notices provided within the application process.**

15. Recognition of Prior Learning ("RPL")

15.1 Students who are able to demonstrate, prior to the proposed start date of their LCCM programme, that they have already fulfilled some of the learning outcomes of that programme by means other than attendance on the planned programme, and will be able, by completing the remaining requirements, to fulfil the learning outcomes of the programme and attain the standard required for the award, may be admitted with advanced standing, thus exempting them from some modules or stages of the programme. A student may be awarded recognition for such prior learning up to a maximum of two-thirds of the total credit requirements for a full, three-year Bachelor's degree (360 credits) or full Masters degrees (a minimum of 180 credits) or a maximum of 50% of the total credit requirements for other awards. Recognition for prior learning does not apply for the thesis/dissertation module on a PG programme.

RPL can be through previous certificated HE study, providing this was achieved within five years of the proposed start date of the LCCM programme applied for, or via experiential or uncertificated learning. In the latter case, LCCM will assess the student's learning directly, either by requiring the applicant to take the normal

progression assessments of the programme or by some other appropriate form of assessment.

15.2 Applicants looking for RPL at LCCM must indicate this in their application. RPL cannot be considered once a student has started their programme. Evidence of prior learning will be required and reviewed/assessed independently by two tutors from the programme, one of which, normally, will be the Programme Leader. An agreed value of credit recognised will then be determined, prior to an offer being made. It is the responsibility of the applicant to provide full and sufficient evidence, including syllabus and module specifications as applicable, to enable tutors to verify or assess that prior learning addresses the relevant learning outcomes of the programme. Where RPL may permit the applicant to enter an undergraduate programme with exemption from a previous stage, admission will also be subject to an interview with the Programme Leader where this is not already routinely required for admission.

Recognised Prior Learning will be recorded on the student's transcript, specifying level, credit value and nature (Certificate/Experiential/Uncertificated) of prior learning recognized, noting, where applicable, that credit for stage(s) from which the student was exempted will not be transferred to OU validated awards. In the case of a student entering with full exemption from levels 4 and 5, final degree classification will be based solely on their level 6 marks.

The Programme Leader will have final discretion as to:

- the extent to which prior learning can be recognised;
- whether stage exemption is permitted; and
- where RPL or stage exemption is permitted, the LCCM module choices available to the student, noting that these may be constrained in such cases.

The Vice Principal will review all assessments of RPL on an annual basis and report to Academic Board, providing assurance that the RPL procedure has been operated accurately in line with policy.

16. Decisions

16.1 The outcome of the interview will normally be detailed to the applicant by phone or in person no longer than 2 business days after the date of interview. The outcome will then be confirmed in writing no longer than 5 business days after. UCAS Applicants will also be informed of the outcome via the UCAS Track system.

16.2 Information will be provided to the successful applicant on:

- any conditions attached to the offer
- what the applicant has to do next and by when
- tuition fees and payment arrangements

16.3 Where a reference has been requested but an interview or other selection activity is conducted before the reference has been received, an offer may be made

'subject to reference'. This condition will be stated in the offer letter. The reference will then be followed up by the admissions team, and when received, a further letter is sent to the applicant either confirming or cancelling the offer.

16.4 Prompt and clear feedback will be provided to applicants who have not been offered a place where requested, and advice about alternatives and future options will be given, as appropriate.

16.5 Where, following audition, portfolio review or a similar structured, documented and College-administered candidate assessment, LCCM wishes to make the offer of a place, that offer may be made without conditions if either:

- i. a prospective student's application indicates that they have already met our normal entry conditions (including applicable tariff points) prior to the offer of a place; or
- ii. evidence from a College-recognised third party, included in the application (e.g. academic reference, grade predictions or part-completed transcript) indicates that the candidate will have met those conditions (including applicable tariff points) after completion of outstanding assessments.

In all other cases, where the College wishes to offer a place it will do so with conditions, normally concerning the outcome of assessment results, outstanding at the time of offer. Unconditional offers will not be made subject to candidate acceptance, but unconditional and conditional offers alike are made on the understanding that subsequent enrolment on the programme will be subject to verification of a prospective student's entry qualifications, and that they satisfy all other entry requirements, via submission of original documents.

17. Appeals and complaints regarding the admissions process

Applicants may appeal against the outcome of their application, including consideration of RPL, solely on the grounds that:

- I. LCCM admissions policy or process has not been followed correctly; or
- II. key information was not made available during the application process, through no fault of the applicant

with material affect upon the outcome. The LCCM Admissions Appeal policy details this.

The LCCM complaints policy should be followed in cases where applicants wish to complain about the conduct of the admissions procedure, without appealing the outcome.

The Academic Board reviews this policy annually.

Appendix 1: Young Applicants

- I. LCCM wishes to ensure that study at the institution is right for each student. If a student has not yet reached the age of 18 by the start of their programme of study or is coming directly from secondary school, LCCM's style of teaching may be very different from their previous learning experience. LCCM aims to ensure that studying on any of its programmes will be a positive experience and that all students offered a place will be equipped to gain the intended educational benefit from its provision.
- II. LCCM students need to be able to manage their time effectively and develop strong study and organisational skills, follow strict timetables, plan ahead and meet deadlines.
- III. All applicants under the age of 18 should be aware:
 - that no special support is offered on grounds of age;
 - that studying with LCCM involves not just understanding what is being read, but also the ability to communicate that understanding through assignments at Higher Education level and through discussion with others, who will mainly be adults;
 - that you, rather than your parent/guardian/carer, will be expected to interact with your tutors or with other institution staff
- IV. LCCM is primarily a Higher Education institution for adults. Some modules may contain material which has been externally rated as suitable for adults only (for example, including a discussion of an "18" film). All modules are scrutinised for their suitability for students under 18 as part of the module approval process and will be identified accordingly. Some programmes of study may require a level of 'life experience' in order to do them justice. If you apply for such programmes of study and are under the age of 18 you will be given advice and guidance about the appropriateness of your module choice.
- V. If you are under the age of 18 you may enter contracts for education without the consent of your parents, guardians or carers and the institution's contract for the services we provide will rest directly with you. The registration agreement for students under the age of 18 will ask for a signature from a parent, guardian or carer to confirm that they have read and understood LCCM's safeguarding guidelines for students of this age.
- VI. Support from parents, guardians or carers during study is valuable, but it should be recognised that the teaching relationship is between the student and LCCM, and students must be responsible for their own academic progress and for complying with LCCM's rules and regulations.
- VII. Students who reside in England, Wales, Scotland or Northern Ireland and are aged 16 or over may be eligible for a tuition fee loan. Students should be aware that taking a student loan is likely to affect their ability to take out a further student loan in the future and should check their position with the Student Loans Company. There also may be extra support for those with caring responsibilities. Although the contract for the services LCCM provides is directly with the student, payment for students under the age of 18 can only be accepted from a parent/guardian/carer on the student's behalf.

STUDENT ATTENDANCE POLICY

1. HIGHER EDUCATION COURSES - Key Principles

- i. The College works creatively and collaboratively. Each student's attendance is required during scheduled activity to support both their own and their classmates' learning.
- ii. For health and safety purposes, students sign in and out of the building daily. Sign in sheets are retained for one term.
- iii. For academic purposes, tutors take registers at the start of every timetabled class. Students assigned to the class will be marked in the register as: "/" when present, "O" authorised absent, "A" unauthorised absent, or "L" when arriving more than 15 minutes after the scheduled start of the session; with the records duly updated in the College's attendance monitoring system.
- iv. For each module, students are required to attend a minimum of 80% of hours of scheduled activity during the duration of the module to date preceding each summative assessment submission deadline. Attendance that falls below this may impact upon the outcome of a student's assessments and/or the continuation of the student on a module.
- v. In addition, students who require a visa to study in the UK may miss no more than 10 consecutive expected contacts; students who exceed this will be reported to UK Visas and Immigration (UKVI).
- vi. In all cases, if they are going to be absent from a class, a student must advise the tutor beforehand by completing part 1 of the Absence Notification Form (available via the Cloud) and submitting to studentservices@lccm.org.uk, unless the nature of the absence renders this impossible. Where the class is a 1:1 session, the College asks that the student *also* contacts the tutor directly by email to notify absence as far in advance as possible.
- vii. In certain cases, absence may be authorised and thus count as an attendance in the calculation of iv. and v. above. Notifying absence as per vi. above does not in itself make the absence authorised.

- viii. Following a sustained period of unauthorised or authorised absence, a student's studies will either be terminated or suspended by the College.
- ix. The above key principles are expanded upon and defined further in the body of this policy.

2. Relationship between attendance, assessment and module registration

2.1 For each module, students are required to attend a minimum of 80% of cumulative activity hours scheduled to date at each summative assessment submission deadline; either from:

- a. the beginning of the module; or
- b. where attendance on the module has already resulted in a penalty as described in section 2 of this Policy, since the previous assessment submission deadline concerned.

Where attendance falls below this, in all cases the student will not be permitted to resit the assessment if failed.

2.2 In addition, for the following modules: TP1, TP2, PP1, PP2, JP1 and JP2, students not achieving 80% attendance as defined above, will be given a mark of zero for the assessment(s) concerned, whether or not an assessment is submitted. The student will not be permitted to resit the assessment(s).

2.3 In addition, modules PP3 and JP3 require 100% participation from all assigned students in order for workshops to function as designed. In such a case, upon a second unauthorised absence, the tutor will inform the Programme Leader who will discuss the matter with the student and a final written warning shall be given. Upon the third unauthorised absence, the student's module registration will be terminated, all work submitted for that

module to date will be given the mark of 0 and the student will not be permitted to resit the assessment(s)

2.4 In respect of the calculation of attendance against the above % thresholds, only students marked as “/” or “O” in the register will count as “attending”; students marked “A”, “L” or with attendance not recorded will count as absent.

3. Authorised absence

3.1 On occasion it may be the case that a student is unable to attend. Such absence can be only authorised at the discretion of the Programme leader, on one or more of the following grounds:

- personal illness - supported by a note or certificate issued by a medical practitioner registered with the UK GMC (or the national equivalent where the student has been seen by a medical practitioner overseas).
- life-changing matters affecting a close family member,
- personal legal commitments (for example jury service, court hearings etc),
- pre-arranged academic reasons agreed by the Programme Leader,
- in exceptional circumstances other events of similar scale and obligation may be accepted as grounds for absence.

and providing authorisation is requested no later than the working day following the absence. Absence will only be authorised retrospectively relative to the scheduled event where the grounds could not reasonably have been anticipated by the student (e.g. accident or sudden illness on the day).

3.2 Procedure for applying for and agreeing authorised absence:

The student completes part 2 of the Absence Notification Form (available via the Cloud), and submits to Programme Administration at studentservices@lccm.org.uk. Doctor's notes or other supporting documentation should ideally be submitted with the form and no later than 5 working days after the submission of the form. Applications meeting the above conditions are then passed to the relevant Programme leader who will decide whether to authorise, at their discretion. Programme Administration will normally advise the student of the outcome of their application within 48 hours of receipt of completed application with any supporting documents. Authorised absences will be recorded as such in all applicable registers. The maximum period for which a student can apply for authorised absence is 14 calendar days. The maximum consecutive period for which a student can be absent with authorisation is 30 calendar days.

Students applying for authorised absence should also make themselves aware of the Extenuating Circumstances Policy, including the process for deferral of assessment should they be unable to submit work for assessment by the submission deadline.

3.3 Interruption of Study

Occasionally students will encounter exceptional circumstances that inhibit their best chances of completing their course. Where a student needs to be absent for a continuous period of more than 30 calendar days, they should **apply instead for an interruption of study**. LCCM has a formal policy and process for this, available on the web site.

3.4 Termination of study

Where a student has been absent for more than 30 consecutive calendar days including periods of authorised absence and an application for interruption of study has not been agreed by the College, LCCM will consider the student to have left the

course. If the student has any fees outstanding, the debt will be handed to a debt recovery service and or where the student requires a visa to study in the UK, the absent student will be reported to the UKVI. Student Loans Company or any other funding agency will also be notified, where relevant.

(For 3,3 and 3,4 above, see also the “Terms and Conditions of Enrolment” and “Student Fees, Payments and Refunds Policy”).

4 Unauthorised Absence

4.1 If a student is absent without authorisation for three consecutive calendar weeks or more, the following procedure will apply:

Stage 1

4.2 LCCM will contact the student to discuss why he or she is missing classes. LCCM will attempt to contact the student for a reasonable period of time (normally 1 week). A letter will be sent to the student stating formally that his or her attendance is unsatisfactory.

Stage 2

4.3 If this is unsuccessful, LCCM will contact the emergency contact name given on the student’s enrolment form to arrange for the student or their authorised proxy to contact the College in order to resolve the matter. If these issues can’t be resolved the College will consider the relevance of other policies regarding interruption of studies, discipline or leaving the course.

Stage 3

4.4 If the student cannot be contacted via the “emergency contact” and after trying for no longer than 30 calendar days in total, LCCM will consider the student to have left the course. If the student has any fees outstanding, the debt will be handed to a debt recovery service and or where the student requires a visa to study in the UK, the absent student will be reported to the UKVI. Student Loans Company or any other funding agency will also be notified, where relevant.

5. Expected contacts for International Students

5.1 For students granted a Tier 4 student visa based on a CAS from LCCM, LCCM is the sponsor until the last day of the academic year only, which includes a summer resit period if applicable. LCCM is required by law to report any student in the UK on a Tier 4 student visa to the Home Office who withdraws from the course prematurely, falls below the accepted level of performance or fails to meet the minimum attendance requirement.

5.2 The following details were taken from the Home Office “Tier 4 of the Points Based System: Guidance for Sponsors. Document 2 Sponsorship Duties. (V05/2018 - from 8 May 2018, page 63)

LCCM must report to UKVI if a student does not attend 10 consecutive expected contact points. The college will withdraw sponsorship as a result. Examples of expected contacts include:

- *Attending formal academic or pastoral care activities including*
- *A lesson, lecture, tutorial or seminar*
- *A test, examination or assessment board*
- *A meeting with a supervisor or personal tutor*
- *A research-method or research-panel meeting, writing-up seminars or doctoral workshops*
- *An oral examination (viva); or*
- *An appointment with a welfare adviser or international student adviser*
- *Submitting assessed or unassessed coursework; or*
- *An interim dissertation, coursework or report; and*
- *Registration (for enrolment or matriculation)."*

5.3 Guidance for international students changes regularly and without warning. Students must check with UKVI ([Tier 4 Guidance](#)) every month or so to ensure they are aware of any such changes and are adhering to all current regulations.

6 “Non HE” Programmes (e.g. not leading to OU award or credit)

- i. Attendance is monitored by signing in and signing out of the building
- ii. Tutors take registers at the start of every class and report any unscheduled absences to the Programme Administration team
- iii. All students are required to inform the non-HE co-ordinator at LCCM in advance of any absence wherever possible
- iv. In the event of sudden illness on the day, students should telephone the relevant site reception as soon as possible; a member of staff will then ensure that the tutor(s) are informed
- v. Students who do not attend 3 consecutive classes without having informed LCCM of their absence, and have not responded to the college’s reasonable efforts to contact them, may be excluded from the remainder of the course if the tutor feels their participation will disrupt the learning environment.

The Academic Board reviews this policy annually.

STUDENT CODE OF CONDUCT AND DISCIPLINARY PROCEDURE

PURPOSE

- i. This procedure applies to students and is designed to maintain standards of conduct, attendance, performance and commitment consistent with the terms and conditions of study. The aim is to ensure prompt, consistent and fair treatment for all people studying at LCCM. Allegations of academic misconduct will be processed according to the Academic Misconduct policy.

SECTION 1 - STUDENT CODE OF CONDUCT

1. Students are expected to behave in a manner consistent with the ethos of the LCCM community. At all times, whether on or off LCCM premises, students are expected to:
 - i. behave in a considerate manner towards staff, fellow students, visitors and guests
 - ii. respect others' rights to freedom of expression
 - iii. comply with instructions issued by any member of staff at any time
 - iv. respect property and the rules governing its use, whether it belongs to LCCM, the Student Committee, community partners such as NYJO or to any other staff member, tutor or student
 - v. undertake their academic work with integrity, honesty and to the best of their ability
 - vi. attend all lectures, workshops, tutorials and lessons as scheduled and notify the College in advance of any expected absences.

SECTION 2 - MISCONDUCT

2. Unacceptable conduct is that which:
 - i. disrupts or impedes the teaching, learning, social or other activities of the institution, whether on LCCM premises or elsewhere
 - ii. disrupts or impedes staff in the performance of their duties
 - iii. is violent, indecent, disorderly, discriminatory or threatening, or involves offensive or abusive behaviour or language during any LCCM activity or on LCCM premises
 - iv. is likely to cause injury or jeopardise safety during any LCCM activity or on LCCM premises
 - v. seeks to gain advantage over other students by unfair, dishonest or improper means
 - vi. is likely to bring the institution into disrepute.

Whilst it is not possible to specify all incidents which would constitute misconduct, examples of acts that would normally be regarded as grounds for discipline can be found at the end of this document in *Appendix 1* with further detail on Bullying and Harassment in *Appendix 2*.

GROSS MISCONDUCT

3. Gross Misconduct is generally seen as misconduct serious enough to destroy the educational, contractual and or academic relationship between the student and LCCM and make any further relationship and trust difficult, if not impossible.
4. Expulsion on the grounds of misconduct could occur for offences not mentioned here which are of similar gravity, or where the relationship between LCCM and the student has broken down. In cases of alleged misconduct, the student may be suspended, pending a full investigation.
 - Note that in the event of expulsion, the student remains liable for the payment of any outstanding course fees according to LCCM's standard payment terms and conditions.
 - If, on the other hand, it is decided that the circumstances do not warrant expulsion, some lesser penalty may be imposed, including the student being given a written warning. The student shall be informed immediately via email of the decision taken. An email to the student's LCCM address shall be deemed to constitute evidence of receipt.

SECTION 3 - STUDENT DISCIPLINARY PROCEDURE

5. Wherever possible, LCCM will seek to resolve issues informally without recourse to formal procedures. Where this is not possible, or the severity of the allegation warrants it, the formal procedure detailed below should be followed.

INVESTIGATION

6. When dealing with suspected misconduct, the Programme Administration team will take one or more of the following actions:
 - a. usually within 15 working days of receiving notice of the suspected misconduct, interview or ask for a signed statement from any person who might know the circumstances of the alleged offence
 - b. decide whether or not there is evidence for a case against the student and whether or not further action should be taken

- c. if further action is to be taken, give to the student a copy of the available evidence and seek the student's version of the matter
- d. inform the student if no further action is to be taken
- e. either: tell the student that a penalty is to be imposed and of their right of appeal against the penalty or refer the matter to a disciplinary panel to hear the case.

7. A detailed explanation of the discipline procedure, membership and conduct of a disciplinary panel can be found in *Appendix 3* at the end of this document.

SUSPENSION

8. LCCM reserves the right to suspend any student from his/her studies including access to all LCCM facilities while the allegations are investigated if the panel feel that a suspension is in the best interests of the student body e.g. in cases where the student under investigation chooses to attempt to incite unrest among the student body or if there is a related police investigation and or criminal charges pending. These are not the only circumstances where suspension may be deemed necessary.

1. Suspension is not a penalty and is not a disciplinary action; it is a precautionary measure taken to ensure consistency. Every effort will be made to complete the investigation of the allegations as quickly as possible to minimise the period of suspension.
2. At any time LCCM and or the panel may contact a suspended student to clarify issues or further investigate the case. The student must, if asked, come into LCCM to assist in these matters.
3. Suspension will be confirmed in writing within 3 working days setting out the grounds on which the decision to suspend has been taken. Such letters will be sent by email to the student's LCCM email address.

POSSIBLE OUTCOMES

9. A student may be awarded one or more of the following:

9a. Allegation dismissed

If the allegation is found to be unwarranted or unsupported by evidence, the College may dismiss the allegation with no further action taken. The student will be notified in writing within 5 working days.

9b. First Warning

Normally the student will be given a first warning orally and via email within 5 working days if his/her conduct, performance or commitment is deemed not meeting acceptable standards. He/she will be advised of the reason for the warning, the improvements required and the timescale for improvement. He/she will also be advised that he/she has the right to appeal. The warning will be effective for a maximum of 12 months, after which time the first warning will be disregarded, subject to satisfactory performance.

9c. Second Warning

If the student's conduct or performance warrants it, or if a further offence occurs or if improvements are not met to the required timescale, a second warning will be issued formally in writing along with details of the allegations and the expected timescale for an improvement in behaviour. The student will be advised that, if there is no satisfactory improvement, further disciplinary action will be considered. The letter will be delivered to the student either by hand, in the presence of a witness, or emailed to the student's LCCM address. The written warning will be effective for a maximum of twenty-four months from the date of the letter following the disciplinary interview. After that time, it will be disregarded subject to satisfactory performance and/or conduct.

9d. Final Warning

If there is a continuing failure to improve, or the severity of the offense warrants it, a Final Warning will be issued in writing to the student, delivered in person with a witness or via the student's LCCM email address. This will give details of the complaint, the improvement required and the timescale for improvement. It will warn that a recommendation for expulsion will result if there is not satisfactory improvement and will advise of the right of appeal. The final written warning will normally be effective for 36 months or the maximum of the duration of the course.

10. Compensation

Where there is real and quantifiable damage or loss to LCCM property through substantiated negligence or misconduct, the student may be required to pay a reasonable sum by way of compensation and or be required to perform unpaid services to the College up to a maximum of 40 hours.

11. Expulsion

11. If conduct or performance remains unsatisfactory, and the student continues to fail to reach agreed standards, he/she will be expelled. Only the panel can take the decision to expel a student. The student will be provided with written reasons for dismissal, the date on which studies will be terminated, and the right of appeal.

APPEALS

12. A student who considers that disciplinary policy and procedures were not followed correctly has the right to appeal. Appeals may not be based upon disagreement with the outcome where all procedures have been followed as prescribed.

13. The student should submit in writing to Programme Administration notice of his/her intention to appeal within five working days of receiving the letter confirming the disciplinary action.

14. The purpose of the appeal is to establish whether the disciplinary interview was appropriate and procedurally correct and whether the disciplinary action has been taken in line with policy and or precedent.

15. Where disciplinary action has taken the form of expulsion, the appeal procedure shall normally be carried out as soon as practical thereafter.

Further detail regarding the Appeals procedure can be found at the end of this document in *Appendix 4*.

Right to complain - Office of the Independent Adjudicator for Higher Education (OIA)

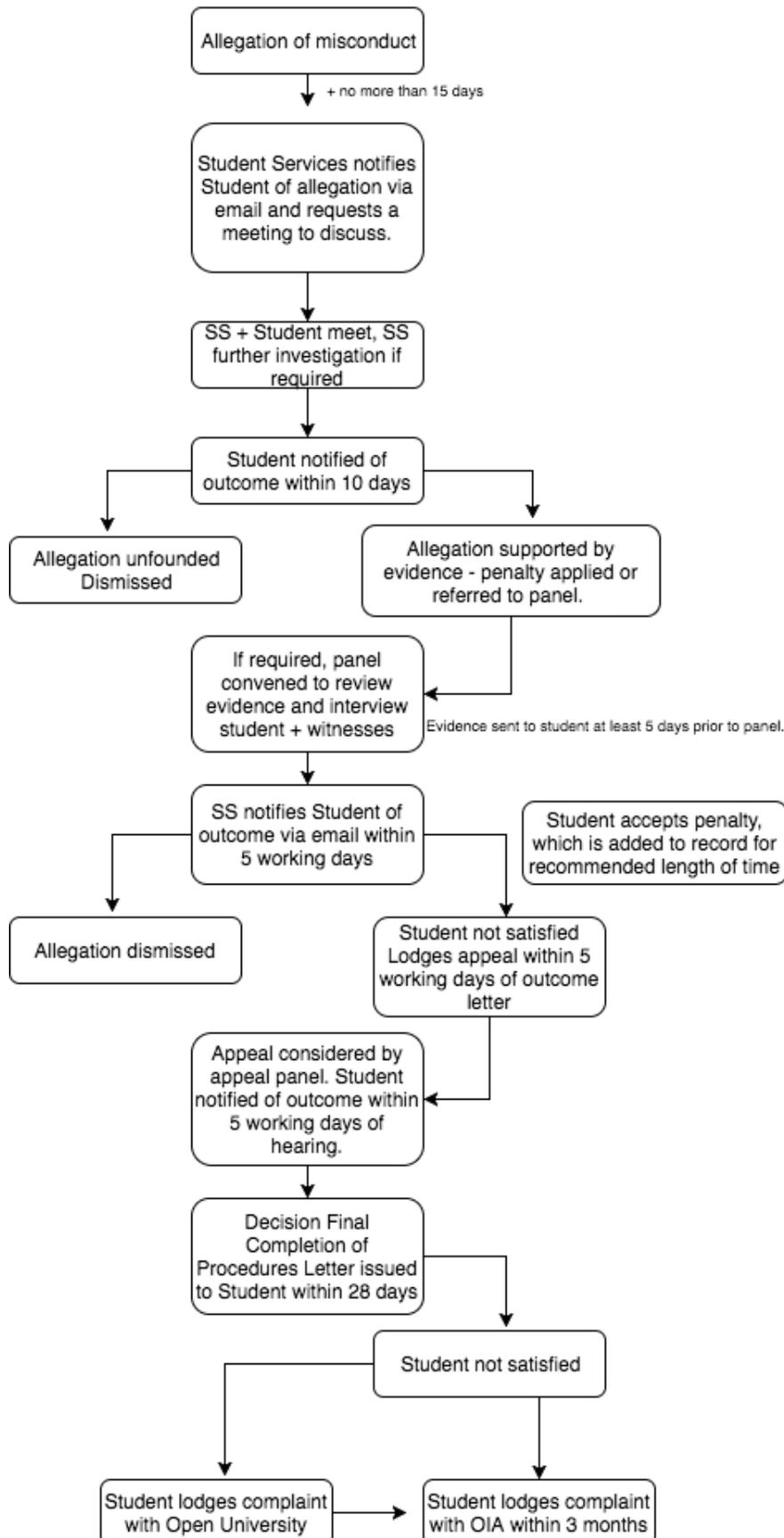
16. All higher education providers in England and Wales are required to comply with the rules of the OIA, whose role is to review individual complaints by students against universities. It has no regulatory powers over universities, however, and cannot punish or fine them. The OIA website contains information for both students and universities.

17. The OIA requires that when a student has been through all stages of an appeal they should be notified of the right to have the process reviewed by it, and that the institution should supply the student with a Completion of Procedures Letter to set out clearly what issues have been considered and the institution's final decision. An OIA review will focus on the final decision taken by the College.

18. The complaint must be submitted to the OIA within 3 months from the date of issue of the Completion of Procedures letter.

This policy is reviewed annually by the Senior Management Team

LCCM Disciplinary Procedure



Appendix 1 - Examples of Misconduct that could warrant discipline

NB: This list is neither exclusive nor exhaustive.

- i. Fighting or using, or threatening to use, physical violence against another LCCM student, staff member or any other person at the College or a College event
- ii. Serious negligence which causes or may cause unacceptable loss, damage or injury to persons or property
- iii. Harassment or bullying of LCCM staff or students
- iv. Deliberate damage to, or serious misuse of LCCM property (including printing facilities) or the property of LCCM staff, student or other party associated with LCCM
- v. Serious insubordination or refusal to carry out a legitimate instruction that is a clear breach of the course or institutional practices
- vi. Serious failure to carry out the requirements of the course including collaborating with others or complying with associated codes of practice or regulatory controls
- vii. Repeated failure to meet targets or expected levels of performance
- viii. Theft, fraud, or deliberate falsification of records / information
- ix. Incapacity through alcohol or use of non-prescribed drugs
- x. Irresponsible conduct likely to endanger the health and safety of the individual or others
- xi. Inciting dissent among the student body
- xii. Extolling messages supportive of terrorism or violent extremism, or which contradicts "British Values" of individual liberty and mutual respect and tolerance for those of different faiths and beliefs
- xiii. Contravening or attempting to contravene College network safeguards in order to access extremist or terrorist material
- xiv. Acting in any way to damage the reputation of the College
- xv. Repeated failure to pay the course fees or any other associated fees

The policy and procedures on Academic Misconduct set out further LCCM's expectations in this regard and the procedures for dealing with allegations of academic misconduct.

Appendix 2 - Bullying and Harassment

Although there are many definitions of bullying and harassment, LCCM understands these terms to mean the following:

Bullying can be defined as offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means intended to undermine, humiliate, denigrate or injure the recipient.

Harassment can be defined in general terms as unwanted conduct affecting the dignity of men and women. It may be related to age, sex, race, disability, religion, nationality or any personal characteristic of the individual, and may be persistent or an isolated incident. The key is that the actions or comments are viewed as demeaning and unacceptable to the recipient.

Some behaviour can cause offence where there is no malicious intent. The impact of behaviour on a person affected by it is more relevant than the motive behind it. It is relevant to ask the question: Would a reasonable person think that the behaviour amounted to bullying or harassment? In most cases people know, or should know, that remarks or actions are causing offence, and that causing such offence is unacceptable.

One trivial incident will not constitute bullying or harassment. However, a series of such incidents might do so, particularly where someone has expressed a dislike of such behaviour or has asked for it to stop. Threatened violence, threats relating to assessment issues, promises of special treatment in return for sexual favours, are examples where one incident would be sufficient. Some forms of harassment are covered by legislation including the Sex Discrimination Act, the Disability Discrimination Act, and the Race Relations Act.

Unacceptable behaviour can manifest itself physically or in conversation, written communications, telephone calls, emails, social media and electronic conference contributions.

Examples of bullying or harassing behaviour

NB: This list is neither exclusive nor exhaustive.

- i. Unnecessary and unwanted physical contact
- ii. Excessive and unwanted contact of any kind
- iii. Shouting or sarcasm
- iv. Personal insults or name-calling

- v. Public humiliation, derogatory or belittling remarks concerning performance, opinions, or beliefs or make explicit use of Social Media to do so
- vi. Constant non-constructive criticism
- vii. Setting up for failure by imposing impossible workloads or deadlines
- viii. Sexual innuendo
- ix. Unwelcome advances, attention, invitations or propositions
- x. Staring or leering
- xi. Suggestive and unwelcome comments or attitudes, insulting behaviour or obscene or offensive gestures
- xii. Coercion, including promises of rewards in exchange for sexual or other favours
- xiii. Unwelcome comments on the effects of a disability on someone's personal life
- xiv. Offensive or derogatory comments relating to someone's gender, sexual orientation, colour, ethnic or national origin, age, socio-economic background, disability, religious or political beliefs, family circumstances or appearance
- xv. Intrusion by pestering, spying, following, stalking etc.
- xvi. Persistently ignoring, patronising or excluding
- xvii. Displaying, transmitting or offering access to degrading, indecent, pornographic or racist material including posters, graffiti, websites and emblems.

Differences in culture, religious and political beliefs, attitudes and experience, or the misinterpretation of social signals, can mean that what is perceived by the person experiencing the behaviour as bullying and harassment, may not be perceived in the same way by others. It is important to be sensitive to the feelings and reactions of others and adjust behaviour as necessary. Students should discourage bullying and harassment by making it clear that they find such behaviour unacceptable and by supporting other students who experience such treatment.

Appendix 3 - The Disciplinary panel

1. At least 5 days prior to any disciplinary interview, the student will be advised in writing of the:
 - Nature of the allegations
 - The potential outcomes of the process including the possibility of expulsion, if applicable
2. The disciplinary panel, which will normally be drawn from the Programme Administration team members and/or Academic Quality team members, shall appoint an appropriate person not immediately involved in the case to investigate the relevant facts of the situation. The purpose of carrying out an investigation is to find out if there is a disciplinary case to answer. The objective will be to:
 - establish the nature of the allegations and the evidence to substantiate them
 - give the student(s) the opportunity to state their case
3. The investigator will report to the disciplinary panel on the evidence and the panel will decide if there are grounds for holding a disciplinary interview.
4. Investigations will be conducted objectively. The panel will ensure that matters are handled fairly and reasonably and in compliance with LCCM procedures.
5. As part of the investigation the student may be asked to attend an investigative interview, at which he/she has the right to be accompanied, subject to that not unreasonably delaying the interview. Where appropriate, witnesses may also be interviewed and signed statements produced. Subject to prior agreement attendance at disciplinary and appeal hearings by students, witnesses, nominated friends, advisers or representatives may be in person and/or by telephone and/or by any reasonable electronic medium. Written testimony may be presented instead of or in addition to attendance at a hearing.

The Disciplinary Panel - Preparation and Conduct

1. If, after fully investigating the allegations, there is reasonable belief that there is a disciplinary case for the student to answer in terms of his/her behaviour, attendance, performance or commitment, a disciplinary interview will be held.
2. Once a decision has been reached to instigate the disciplinary procedure, a letter will be sent to the student (normally at least 5 working days before the disciplinary interview), informing him/her of:

- The date, time and location of the interview
 - The nature of the allegations and that the interview is to be a disciplinary one
 - The potential outcomes of the process including the possibility of expulsion, if applicable
 - The right to be accompanied by a single companion
 - The names and roles of the people who will be present at the interview
 - The names of any witnesses to be called by either party
 - Where appropriate, the need for written statements of the case from both parties to be presented to the panel at least 3 working days before the interview
3. The panel will conduct the disciplinary interview as follows:
- i. The Chair of the panel will introduce those present and explain the nature of the allegations and the format of the interview.
 - ii. The case against the student will be outlined by the Chair of the panel by way of presentation of evidence and/or the calling of witnesses.
 - iii. The student and/or his/her companion will be allowed to present his/her response to the allegations, calling any witnesses as required.
 - iv. Both sides may question each other and any witnesses called.
 - v. If at any time evidence arises that needs further investigation, the interview will be adjourned and reconvened later.
 - vi. The student will be asked to summarise his/her case before the hearing is adjourned.
 - vii. The panel will consider the case in private. The panel will decide if the allegations are well-founded, on the balance of probability and, if so, what level of disciplinary action should be taken.
 - viii. The panel will reconvene the interview and inform the student of the decision.
4. The factors to be taken into consideration regarding any penalty imposed are:
- The gravity of the case - is disciplinary action warranted - if so, at what level?
 - Any guidance offered by the Disciplinary Procedure
 - Any precedents

- Any mitigating circumstances
 - The student's disciplinary record
5. It is the panel's responsibility to keep a record of the disciplinary interview and any disciplinary action taken.
 6. At any stage in this procedure the student shall have the right to be accompanied by a companion or partner.
 7. There is no duty to accept a request to accompany a student and no pressure should be brought to bear on a person, if he/she does not wish to act as a companion.
 8. Any chosen companion that cannot attend the date proposed for the disciplinary interview or any other stage in the process, may suggest a reasonable alternative date within two days of the original date proposed by the disciplinary panel.
 9. No disciplinary action shall be taken against any student until the case has been investigated fully.
 10. At every stage in the procedure, the student shall be advised of the nature of the allegation(s) against him/her, and will be given the opportunity to state his/her case before any decision is made.
 11. Formal oral and written warnings shall be noted on students' files for a period to be decided at the time, after which they will be disregarded.
 12. Students involved in allegations of misconduct may also wish to seek additional support through the process. There is low-cost counselling available to LCCM students. This information is available on the LCCM Cloud or from Programme Administration. In addition, students may speak to any Programme Administration staff member not formally involved in the interview, if required.

Appendix 4 - Appeals procedure

1. At the Appeal hearing the appellant shall have the right to be accompanied by a single companion, although no individual shall be compelled or pressure brought to bear to act as companion.
2. The Appeals panel will include a minimum of two LCCM staff not previously involved in the case, who may be accompanied by one adviser to assist in the preparation and presentation of LCCM's case.
3. As soon as reasonably practical and not less than 21 days before the hearing, the Chair of the Appeals Panel will write to the parties and members notifying them of the time and date of the hearing. The notification of the hearing shall include a reminder to the parties of their rights and responsibilities for documents and witnesses.
4. At least 14 days before the hearing, the parties will send to the Chair of the Appeals panel the names of any witnesses and the written submissions (i.e. the grounds for appeal and any new evidence) they wish to have considered, together with a copy of any documentary evidence they intend to rely on at the hearing.
5. The Chair of the panel will send the names of witnesses and copies of any written submissions and documentary evidence to all parties as soon as reasonably practicable and not less than 5 working days before the date set for the hearing.
6. Exceptionally and with the agreement of the Appeals panel, the evidence of witnesses, such as those involved in harassment cases, may be heard 'in camera' (in closed or private session).
7. The appellant, and/or companion, first presents their case to the panel, either personally or in writing, and has the opportunity to call witnesses and submit additional documents.
8. Members of the panel may put questions to the appellant and they, and the appellant and/or his/her companion, may put questions to any witness.
9. The Chair of the Appeals Panel and or adviser shall likewise present LCCM's case and may call witnesses. Questions may be put to LCCM's adviser and the witnesses as above.
10. Members of the Appeals panel have the right to call witnesses or seek further evidence during the meeting, in the event of which all members of the panel must agree before further evidence is called.

11. If a witness is called by one of the parties, he/she will be invited by the Appeals panel to join the hearing at an appropriate time. After the witness has made a statement and/or answered any questions, he/she will be asked to leave the hearing.
12. The Chair or adviser will make a final submission to the panel.
13. The appellant, or his/her companion, will make a final submission to the panel.
14. The panel will consider its decision after the appellant has withdrawn.
15. The decision of the Appeals panel will be conveyed orally and in writing via email to the appellant (or, if requested, to his/her companion) by the Chair of the Appeals panel within 5 working days of the hearing.
16. Where an appeal against the disciplinary process is upheld, all references to the disciplinary action concerned shall be removed from the student's file and the student shall be notified accordingly in writing.
17. The Chair of the Appeal will report the decision of the panel to the Disciplinary panel.
18. A Completion of procedures letter should be issued to the appellant by Programme Administration within 28 days.
19. This procedure may, in the interest of natural justice, be varied and altered by the Appeals panel. If it appears that accidental errors have been made in any of the documents submitted, the Appeals panel may, with the agreement of the parties, correct such errors. If any party wilfully refuses to comply with the timetable, the Appeals panel may dismiss the appeal, or refuse to allow the responsible party to submit documentary evidence, or written submissions, or call witnesses.

PROGRAMME DEVELOPMENT, AMENDMENT and CLOSURE POLICY & PROCESS

This policy and process covers:

- A. The development of new programmes or major changes to existing programmes. For the purposes of this policy, major changes to programmes of study are those which change the basic nature of the programme or student experience such as significant changes to learning outcomes, regulations or assessment. Major changes will usually involve a revision to the programme specification;
- B. Amendments to existing programmes not defined as major changes above;
- C. Closure of an existing programme, including closure to new intake.

A. Programme Development, Major Changes and Validation Process

1. Proposals for new programmes and major revisions will be subjected to internal and external review to ensure viability, sustainability and that the academic integrity of LCCM and its academic partner(s) is maintained. No students may be enrolled for a new or majorly revised programme prior to the formal approval of the awarding body.
2. The procedure comprises the following stages:
 - a. Initial discussions of proposal with Vice Principal, Director of Operations & Financial Control and Head of Marketing;
 - b. If the proposal is a reworking of an existing and continuing programme, Programme Committee to consider and approve;
 - c. Senior Management Team to approve the business case, including:
 - i. rationale within the current College strategy,
 - ii. market viability,
 - iii. target market and proposed student numbers,
 - iv. additional expected resources
 - v. should SMT wish to progress a proposal lying outside current agreed strategy and budget projections, this must be referred to the Board of Directors for approval prior to stage c below;

- d. Academic Board to approve the proposal in terms of coherence with the College's:
 - i. educational character;
 - ii. academic quality and standards;
 - iii. relationship with the validation partner; and
 - iv. strategies and policies for teaching, learning, and assessment.

In the case of a major change to an existing approved programme, awarding body to consider the documented and LCCM-approved major amendment, either for approval by correspondence or via validation event as per e & g. below.

- e. Preliminary validation meeting with validation partner:

Hosted by LCCM, to ensure the programme proposal is fit for purpose and ready to proceed to the final stage. Meeting Members -

- i. Programme development team;
- ii. Vice Principal (Chair);
- iii. Student representative
- iv. Learning resource representative;
- v. Awarding body Quality and Partnerships Manager (QPM) or equivalent
- vi. external academic member recommended by the awarding body

- f. Preliminary validation documentation to include;

- i. A provisional title
- ii. The business case
- iii. Subject benchmark statements and any other relevant sector subject reference points
- iv. Qualification frameworks and other documentation from the UK Quality Code
- iv. Programme and module specification
- v. Draft student handbook
- vi. Draft background document
- vii. Admissions policy and regulations
- viii. Assessment/progression policy and regulations
- ix. Staff development policy
- x. Equality and diversity policies (for staff and student matters)

- g. Final validation meeting;

The final validation meeting will take place at least 6 weeks after the preliminary validation meeting, chaired by validation partner. All documentation will be available to the members of the validation panel at least 3 weeks prior to the meeting. The panel will review all updated programme documentation following the preliminary validation recommendations, a report that summarises the actions

taken, and a report from the stage 4 meeting, before presenting the proposed outcome of the validation to LCCM.

The panel will detail

- i. Good practice
 - ii. Conditions for approval
 - iii. And recommendations for consideration.
- h. Following acceptance (or re-validation) of a programme, documentation will be revised to incorporate any outstanding conditions and address any recommendations. These will be ratified at Programme Committee and Academic Board and then lodged with the validating partner
- i. Validations of programmes will normally be for 5 years. Revalidations will be scheduled as appropriate and follow the above procedure.
- j. Prior to re-validation programmes will be subject to annual monitoring and evaluation processes as detailed in the white book. Programme reports will detail:
- on-going quality enhancements of the programme and student experience,
 - minor amendments with a rationale and expected impact, to be recorded by the awarding body
 - requests for major amendments to be presented to the awarding body for permission.
- k. Templates;

<http://www.open.ac.uk/cicp.main/files/files/ecms/web-content/023-ai-programme-approval-and-review-template-programme-description-validation.doc>

<http://www.open.ac.uk/cicp/main/validation/resources-partners/programme-approval-and-review>

B. Programme Amendments other than major changes

will usually not involve any significant change to the programme specification or overall learning outcomes and typically concern matters such as a change of module title, substitution of one OU-approved module with another, or minor changes to teaching or delivery methods.

Following consultation with the Awarding body and having secured External Examiner approval, such minor amendments should be submitted for approval at Programme Committee in the form of edits to existing documents and ratified by Academic Board.

C. Programme Closure or suspension.

A decision to close or suspend a programme requires the approval of both the SMT and Academic Board, considering the documented business and academic cases to do so respectively, following consultation with the awarding body. The principles laid out in the College's Student Protection Plan must be adhered to, including that, normally, a decision to close a programme should not be taken within 3 months of the first intake for which the programme is closed, along with the notice to be provided, as applicable, to applicants and current students. Proposals for Programme Closure should be clear as to whether the closure date applies to new intake or the programme overall, noting that, where possible, the "teach out" of existing cohorts is anticipated as the norm.

This policy is reviewed annually by the Academic Board.

STUDENT FEES, PAYMENTS, REFUNDS & COMPENSATION POLICY

This policy lays out the policy of LCCM AU UK LTD (“LCCM”, “us” or “we”) regarding:

- the charging of tuition fees to you (the student or prospective student)
- the timeframe, sources and methods of payment which we will accept from you or on your behalf
- the circumstances in which we may refund paid fees to you or the payer or compensate you for loss

This policy is supplied to you as pre-contractual information with our offer of a place. By signing the enrolment form, you accept and agree to be bound by this policy as part of your contract with us.

1. Fees

Tuition fees are payable by you to us for each academic year you attend a LCCM programme. These fees are detailed on our website and in the information provided to you at offer and enrolment.

LCCM may increase tuition fees annually in line with the Consumer Prices Index. The Consumer Price Index is a measure of inflation published monthly by the Office for National Statistics. It measures the change in the cost of a representative sample of retail goods and services. LCCM will notify you of the level of increase to your tuition fees in writing by no later than two months before payment is required for the next academic for which the tuition fee increase will apply.

2. Payment terms

Your tuition fees must be paid in full for the academic year, or you must have agreed with us and put in place an arrangement to pay, before you complete enrolment and progress to class. Your tuition fees must be paid either: a) via a loan from the Student Loans Company (“SLC”), where available; and/or b) directly to LCCM, by you or someone paying on your behalf.

If eligible, you may be able to access a tuition fee loan payable via the Student Loans Company (“SLC”) in respect of tuition fees for a LCCM programme “designated” for this purpose. If you intend to apply for a tuition fee loan, you must register with the SLC stating your intention to study at LCCM, as soon as you have firmly accepted our offer of a place and the SLC has opened for applications for the entry academic year concerned (which is usually in the preceding May, for example May 2018 if you plan to first enter LCCM in autumn 2018).

In order to complete enrolment, if you plan to apply for a tuition fee loan to help you pay your tuition fees, you must provide us with evidence of a submitted SLC application and of your entitlement to a tuition fee loan. If you are unable to provide this initially, you may be permitted at our discretion to provisionally enrol for a period

which will end 60 days from your programme start date (see Terms & Conditions of Enrolment). As LCCM is a private provider of Higher Education, any tuition loan you receive will normally be less than the amount of the tuition fee payable to us for the academic year. In order to complete enrolment, you must thus have also paid the balance directly to us or put an arrangement to pay in place. A £250 early payment discount will be allowed for students able to pay the balance in full at least 6 weeks in advance of the start of the applicable LCCM academic year. If you have any questions regarding these payment terms, please contact Programme Administration StudentServices@LCCM.org.uk

If you do not intend to seek a tuition fee loan from the Student Loan Company, or are not entitled to do so, or will be studying on a LCCM programme which is not designated for student support purposes, you must have paid the annual tuition fee in full or put an arrangement to pay in place, before you can complete enrolment and proceed to your studies. A £250 early payment discount will be allowed for students able to pay their tuition fees in full at least 6 weeks in advance of the start of the applicable LCCM academic year. If you are an international student seeking Tier4 sponsorship from LCCM, you must pay the first academic year's tuition fees in full before we can issue your Confirmation for Acceptance for Studies ('CAS'). Payment plans and early payment discounts do not apply in such cases.

If you do not pay your fees on time, or fail to put an arrangement to pay in place, or otherwise fail to comply with this Policy, you will be subject to sanctions which may include: suspension or exclusion from the programme; removal of your access to LCCM and its resources; your work not being assessed and/or you being denied documentation (e.g. Council Tax certification) until such time as you make the payment and comply with this Policy.

3. Payment methods

You, or someone on your behalf, can pay your tuition fees via bank transfer, cheque, Credit / Debit card, cash or Direct Debit. Your full name should be quoted as reference for bank transfers.

4. Refunds & Compensation

<p>Please note that refunds & compensation offered in the circumstances below are in addition to your statutory rights and remedies, which remain unaffected.</p>
--

Termination, deferral or interruption by you

This section covers where you choose to withdraw or you are deemed to withdraw from your course as set out in our Terms and Conditions of Enrolment, or where you chose to defer or interrupt your studies.

4.1 Student Withdrawal and interruption

If you wish to withdraw from your programme, you must follow the procedure laid out in our Terms and Conditions of Enrolment, wherein withdrawal date is defined.

- a. if you have neither completed enrolment nor been granted provisional enrolment and decide not to take up your place, you must notify this to us either through the UCAS system, where applicable, or by submitting a LCCM withdrawal form. Upon receipt of this we will refund to the payer all tuition fees already paid to us by you or on your behalf for that Programme, except for a sum of up to £250 which we may retain to cover administrative costs, where we have processed an application for sponsorship under our Tier4 license on your behalf.
- b. if you submit a withdrawal form, or are deemed to have withdrawn, after you have either completed enrolment or been granted provisional enrolment, you will remain liable for tuition fees up to the end of the academic year within which your withdrawal date falls; and to the end of the next academic term where your withdrawal date is a calendar month or less before the start of the next academic year (as we would not be able to re-fill your place on the course). We will refund to the payer any tuition costs already paid to us by you or on your behalf for that Programme that fall after the end of this period.
- c. Should you successfully apply to defer a place or interrupt study, you will remain liable for tuition fees up to the end of the academic year within which the agreed date of interruption or the date on which deferral was agreed; and to the end of the next academic term where your withdrawal date is a calendar month or less before the start of the next academic year (as we would not be able to re-fill your place on the course). We will refund to the payer any tuition costs already paid to us by you or on your behalf for that Programme that fall after the end of the academic year for the relevant period. When you recommence your studies, you will be liable to pay a full year's tuition fee from the start of the academic year during which you recommence your studies.
- d. Where, prior to completing enrolment, your Tier 4 visa application is refused by UKVI on a second occasion or where you do not wish to make a second application after a refusal on the first application, we will refund all tuition fees paid by you or on your behalf at that point, minus £250 which we will retain as a contribution towards administrative costs.

Please note that if you terminate the agreement due to our fault, you may have statutory rights and remedies which remain unaffected by this policy.

4.2 Changing mode of study

You are liable to pay the tuition fee which corresponds to your mode of study, either full time or part time. If you apply, successfully, to change your study mode after completing enrolment or having been granted provisional enrolment, the new mode will normally first apply from the start of the academic year following the date of the Programme Leader's agreement to such change. Where tuition fees have already been paid in respect of that following academic year, to a different amount than that determined by the revised mode, you will be liable to pay the difference (to the normal payment schedule) in the light of underpayment; or, where fees have already been paid in excess of that required for the new mode, the balance will be held as credit against your fee liability for a subsequent year or refunded to you if you are in your final year of study. Should, in exceptional circumstances, a change of mode be agreed *within* an academic year, the revised tuition fee liability will apply

from the academic term following agreement of the change, with any additional payment or account credits calculated relative to payments already received for that and any subsequent terms.

Termination by us

Except where you are at fault, please note that termination by us will be used as a last resort and in the event of course, campus or college change or closure, we will use reasonable endeavours to assure the continuity of your studies in accordance with the Student Protection Plan.

4.3 Course, campus or College changes or closure

The Student Protection Plan details the steps we will take to protect your interest and assure continuity of your studies in the event of course, campus or LCCM change or closure. The following details your liability for tuition fees and entitlement to refunds in the circumstances specified; in all other circumstances where you do not continue with your programme, this will be treated as a student withdrawal, detailed at 4.1.b above.

4.3.1 Programme Closure

Should we decide to close a programme, without providing for a “teach out” period to allow you to complete your intended studies, you will be liable for tuition fees up to the end of the most recent academic year in which we provided you with the opportunity to complete the expected credit. Any fees paid in respect of tuition to be delivered after you ceased to be liable will be refunded to the payer.

4.3.2 Withdrawal of Designation (which allows eligible UK/EU students to apply for tuition fee and maintenance loans)

Should LCCM lose specific course designation for your programme, without “teach out” designation being in place to allow you to complete your intended studies, then if you are eligible for SLC support and withdraw from the programme as at 4.1.b above, you will be liable for tuition fees up to the end of the most recent academic year for which designation was in place throughout. Any fees paid in respect of tuition to be delivered after you ceased to be liable will be refunded to the payer.

4.3.3 Withdrawal or non-renewal of validation (which allows successful students to receive an Open University award, as detailed in our Terms and Conditions of Enrolment)

Should LCCM lose validation for your programme, without you still being able, if successful, to qualify for your intended Open University award at the end of your programme, then you will be liable for tuition fees up to the end of the most recent academic year for which validation was in place throughout. Any fees paid in respect of tuition to be delivered after you ceased to be liable will be refunded to the payer.

4.3.4 Withdrawal of Tier4 Licence

If you are an international student studying at LCCM via our Tier 4 sponsorship and we subsequently lose our Tier 4 licence, without arrangements being in place to allow you to complete your intended studies, then you will be liable for tuition fees up to the end of the most recent academic year for which our Tier4 license was in place throughout. Any fees paid in respect of tuition to be delivered after you ceased to be liable will be refunded to the payer.

4.3.5 LCCM Closure

Should a decision be taken to close LCCM, then current students are liable for tuition fees up to the end of the most recent academic year in which LCCM remained open throughout. Any fees paid in respect of tuition to be delivered after the student ceased to be liable will be refunded to the payer.

4.3.6 Multiple Scenarios

It may arise that more than one of the above will apply at the same time. In such cases, you will be liable for tuition fees up to the earliest of the points specified above. Any fees paid for tuition to be delivered beyond that point will be refunded to the payer. In such cases, you will be considered to have withdrawn effective from the end of the period for which you are still liable for tuition fees, unless, after having been informed of the situation by us, you elect to continue and pay fees for tuition beyond that point.

4.4 Where we change your mode of study

Paragraphs 7.5 and 7.6 of the Terms and Conditions of Enrolment lay out circumstances where we may require you to change your mode of study. In such cases, your revised tuition fee liability and requirement to make an additional payment or entitlement to account credit or refunds, will be the same as if you had instigated that change as per paragraph 4.2 above, but with the date of the Assessment Board's decision replacing the date of the Programme Leader's agreement to the study mode change.

4.5 Where you are at fault

We may terminate the agreement at our choice in the circumstances set out in section 12 of our Terms and Conditions of Enrolment. In such event you will remain liable for tuition fees up to the end of the academic year within which your withdrawal date falls; and to the end of the next academic term where your withdrawal date is a calendar month or less before the start of the next academic year (as we would not be able to re-fill your place on the course). We will refund to the payer any tuition costs already paid to us by you or on your behalf for that Programme that fall after the end of the relevant period.

Where you are studying at LCCM under our sponsorship for a Tier4 Visa and your permission to study in the UK expires before the end of the programme (e.g. visa is revoked, curtailed or

not renewed), you will be deemed to have withdrawn from your LCCM programme at the date on which your visa expired.

4.6 Timing of Refunds

If a refund of tuition fees is due, we will pay this to you or whoever paid the fees on your behalf, within 45 calendar days of our confirmation to you of your effective withdrawal date.

4.7 Compensation.

‘Refund’ means the repayment of all or part of sums paid to LCCM or an appropriate reduction in the amount of sums owed in the future to LCCM.

‘Compensation’ relates to some other recognisable loss suffered by you arising from a failure by LCCM to discharge its duties appropriately. Compensation may take the form of a financial payment, a discount, or some other form of benefit. LCCM may also consider remedies that resolve an issue without the need for a refund or financial compensation. These might include an apology, goodwill gesture or other non-financial remedies.

LCCM is committed to doing everything in its power to enable continuation of study as set out in our Student Protection plan. This Compensation section should be read in conjunction with our Student Protection Plan and the Terms and Conditions of Enrolment.

In the event of any default by us, the focus by LCCM will be on ensuring students receive the education that they are entitled to expect from the Programme under the Enrolment Terms and Conditions. When considering if any Refund or Compensation is payable under this policy LCCM will consider (when relevant):

- a) Any demonstrable loss incurred by the student;
- b) Any steps taken to mitigate the loss;
- c) Any Student Default;
- d) The ability for LCCM to make any alternative arrangements or reasonable adjustments;
- e) If the student has accepted or rejected any alternative arrangements or reasonable adjustments proposed by LCCM; and
- f) If the Student has been through the LCCM internal complaints procedure.

In the event of termination by us without providing you with the opportunity to complete your programme of study at LCCM, the Student Protection Plan details, for specific circumstances, the period during which tuition will remain available and section 4.3 above provides details for which tuition fees remain payable, along with the general remedy that any tuition fees already paid in respect of tuition to be delivered beyond that period will be refunded. In addition, there may be circumstances, arising from the scenarios outlined at 4.3, in which LCCM may also consider the provision of financial compensation for loss in addition to any due refund of tuition fees.

Specifically:

- I. in the event of a scenario at 4.3 above that:
 - i. you are not able to complete the studies enrolled for at LCCM; and
 - ii. you transfer provider; and
 - iii. the new provider does not offer you a scholarship, bursary or net tuition fee to the same cash value as the unexpired portion of that which you held from LCCM at the termination of your studies,

LCCM may provide you with compensation to the value of the difference between the unexpired College scholarship, bursary or tuition fee and that offered by the new provider, providing you remain otherwise eligible and compliant in respect of any conditions set at the time the bursary, scholarship or net fee was awarded by LCCM;

- II. if you are a student holding a Tier4 visa to study at LCCM and do not have the opportunity to complete your studies because a scenario at 4.3 above applies, LCCM may consider compensating you for administrative fees paid to UKVI and/or an alternate provider for one attempted transfer of sponsorship and to a maximum value of £1,000.

In addition, if you consider that you have suffered direct financial loss arising from a scenario at 4.3 above wherein you did not have the opportunity to complete your studies as enrolled for at LCCM, other than as outlined at 4.7 I. or II. above, LCCM may consider providing compensation for this.

All requests for compensation arising from any scenarios at 4.3 above are considered on a case by case basis by LCCM's Senior Management Team and should be made in writing to studentservices@lccm.org.uk no later than 20 College working days after the termination date of your studies at LCCM.

In such circumstances, regard will be given to ensure compliance with LCCM's obligations under the Equality Act 2010; the Consumer Rights Act 2015 and the Higher Education and Research Act 2017.

5. Coverage

This policy applies to you if you enrol for a LCCM Programme taking place in in academic year 2018/19 onwards.

We reserve the right to amend or adapt these Payment Terms for subsequent years having first followed any other applicable policies and procedures and giving you at least one calendar months' notice prior to the beginning of the academic year in which amendments first apply.

6. Complaints

Should you consider that we have not applied this policy correctly to your own fee, payment or refund matters, or if you are unhappy with the way in which these matters have been dealt

with, then you may pursue this via LCCM's Complaints Policy. This could result in an adjustment to your liability for fees and/or eligibility for a refund of tuition fees paid, should it be determined, at the conclusion of the complaints procedure, that your liability for tuition fees had been incorrectly assessed.

This policy is reviewed annually by the Senior Management Team

PRIVACY POLICY

INTRODUCTION

Welcome to the Global University Systems privacy notice.

Global University Systems, a trading name of Global University Systems B.V. and its subsidiary companies including London College of Creative Media, respects your privacy and is committed to protecting your personal data. This privacy notice tells you how we look after your personal data when you visit our websites (regardless of where you visit from) and tells you about your privacy rights and how the law protects you.

This privacy notice is provided in a layered format so you can click through to the specific areas set out below. Please also use the Glossary at section 12 for the meaning of some of the terms used in this privacy notice.

1. IMPORTANT INFORMATION AND WHO WE ARE
2. THE DATA WE COLLECT ABOUT YOU
3. HOW IS YOUR PERSONAL DATA COLLECTED
4. HOW WE USE YOUR PERSONAL DATA
5. PURPOSES FOR WHICH WE WILL USE YOUR PERSONAL DATA
6. HOW WE USE SENSITIVE PERSONAL INFORMATION (SPECIAL CATEGORY DATA)
7. DISCLOSURES OF YOUR PERSONAL DATA
8. INTERNATIONAL TRANSFERS
9. DATA SECURITY
10. DATA RETENTION
11. YOUR LEGAL RIGHTS
12. GLOSSARY

PURPOSE OF THIS PRIVACY NOTICE

This privacy notice aims to give you information on how Global University Systems collects and processes your personal data including any data you may provide through this website when you:

- arrive on our website from a social media site such as Facebook Twitter, Instagram, Snapchat, Pinterest, VKontakte or LinkedIn;
- complete a call back / enquiry form;
- you register on our site to apply for a course or programme, corporate/ executive education, professional training, (online, distance learning or campus based) and whether you are applying for yourself or for employees or other staff at your organisation which may be or become a customer of ours;
- sign up for marketing materials; or
- you provide us with your personal data by any other means.

This privacy notice supplements the other notices and does not replace them.

1. IMPORTANT INFORMATION AND WHO WE ARE

DATA CONTROLLER

Global University Systems B.V. is a company registered in The Netherlands under company number 55367453 and we have our registered office and our main trading address at Tower H, WTC Amsterdam, Zuidplein 36, 1077 XV Amsterdam, The Netherlands. This website is operated on behalf of LCCM AU UK Limited, a company registered in England with number 11147959 with its registered office at Belmont House, Station Way, Crawley, West Sussex, RH10 1JA.

The Global University Systems B.V. group of companies is made up of different legal entities, details of which can be found here <https://www.globaluniversitysystems.com/>. This privacy notice is issued on behalf of the Global University Systems group of companies so when we mention Global University Systems, "GUS", "we", "us" or "our" in this privacy notice, we are referring to the relevant company in the GUS Group responsible for processing your data. When you apply for programmes, courses or otherwise purchase a product or service with us, the controller will be the name of the institution that you are register with, unless otherwise indicated in writing to you in the application process. However, when you are just browsing our websites, the relevant data controller is GUS UK Management Limited, unless specifically mentioned otherwise on a particular website.

We have appointed a data protection officer (DPO) who is responsible for overseeing questions in relation to this privacy notice. If you have any questions about this privacy notice, including any requests to exercise your legal rights, please contact the DPO using the details set out below.

CONTACT DETAILS

Our full details are:

Full name of data controller legal entity: GUS UK Management Limited

Name or title of DPO: FAO Data Protection Officer

Email address: dataprotection@gus.global

Postal address: Legal Department, 30 Holborn, London, EC1N 2LX,

Telephone number: + 44 (0) 20 3435 4455

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We consider that the ICO would also be the lead supervisory authority for GUS since the UK is the place of the majority of our operations. For data protection issues in other countries, you have the right to complain at any time to the supervisory authority for that country.

We would always prefer that you come to us to help address any concerns of a privacy nature however before you go to the ICO or other applicable supervisory authority, so please contact us in the first instance.

CHANGES TO THE PRIVACY NOTICE AND YOUR DUTY TO INFORM US OF CHANGES

This version was last updated on 23 May 2018 and historic versions can be obtained by contacting us.

We may from time to time change the detail in this notice. Any changes we may make in the future will be posted on this page. Please check back frequently to see any such updates or changes.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

THIRD-PARTY LINKS

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website you visit.

2. THE DATA WE COLLECT ABOUT YOU

Personal data, or personal information, means any information about an individual from which that person can be identified. Anonymous data is therefore not treated as personal data.

We have grouped together different kinds of personal data which we may collect, use, store and transfer as follows:

- **Academic Data** includes eligibility data including education and academic history, training records, qualifications, personal statements, CVs, personal achievements and references.
- **Identity Data** includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender, NI number, Unique Learner Number, nationality, residency status, disability declaration, criminal conviction declaration, third party student reference number where that third party shares your data with us, (eg UCAS, HESA and similar such organisations), photographic images.
- **Contact Data** includes billing address, term-time and permanent residential address, country of residence, email address and telephone numbers.
- **Emergency Contact Data** about next of kin names and contact details for use when there is an emergency that has involved you.

- **Employment Data** (if you are sponsored by your employer) includes employer details, start date, end dates, NI number, your job title, contact details at work (email address, telephone number and postal address).
- **Financial Data** includes student loan information, bank account and payment card details.
- **Marketing and Communications Data** includes your preferences in receiving marketing from us and your communication preferences.
- **Profile Data** includes any of your usernames and passwords, enquiries made by you, purchases or orders made by you, your interests, preferences, feedback and survey responses.
- **Student Data** includes your term time and home address, ID photo, subject of interest, chosen GUS course or GUS programme (or one of our partner establishments), your progress data and your results (coursework and exam, including mocks), other results from before final study years, exam scripts and transcripts, your attendance, lecturers' and tutors' feedback on you or your staff (if you are a corporate) (student references), communications with GUS received by you to or from your GUS email address, the extent of your use of any learning facilities / services by GUS information relating to your use of the GUS library resources (including materials checked out and overdue items), data about your membership of student groups, associations and any event attendances), information regarding mentor and mentee data, and your membership of any relevant alumni network, data around your taking part in events hosted by us or advertised by us, learner analytics and profiling data, any disciplinary data, student, course, or tutor- related complaints data and any claims involving you of any nature whatsoever, extenuating circumstances, appeals, additional information as required by professional/accreditation/awarding body.
- **Monitoring and Reporting Requirements Data** includes destination of leavers of HE data and Student Data reported to third parties for regulatory purposes.
- **Transaction Data** includes details about payments to and from you and other details of products and services you have purchased from us.

- **Technical Data** includes your IP address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.
- **Usage Data** includes URL data, web analytics data in relation to how you arrived at our sites, from where, what search items you looked for, which pages you visited on our sites, the duration of your visits and such other information about how you use our websites and the information provided on them, and how you use our products and services so as to assist us to improve our website offering to you.
- **Visa Data** for international students, including passport and previous visas data, bank statements or other financial information for satisfying ourselves that visa requirements are met.

We also collect, use and share Aggregated Data such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy notice.

SPECIAL CATEGORY DATA

When you make an application on our website for a course or programme we will ask whether you have any disabilities. You are not obliged to inform us but any information you do provide will assist us to assess how we will meet our statutory obligation in relation to your disability.

CRIMINAL OFFENCE DATA

For the purposes of compliance with our Safeguarding Policy, we may ask for DBS checks or seek criminal records information. This type of data is regulated under the GDPR and we ensure that we limit the use of any such data both in time and in scope and that we meet appropriate lawful grounds for processing such data.

For further information please contact us at dataprotection@gus.global.

IF YOU FAIL TO PROVIDE PERSONAL DATA

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

3. HOW IS YOUR PERSONAL DATA COLLECTED?

We use different methods to collect data from and about you including through:

Direct interactions. You may give us your Identity, Contact and Financial Data by filling in forms or by communicating with us by post, phone, email or otherwise. This includes personal data you provide when you:

- apply for our products or services;
- create an account on our website;
- use our site;
- subscribe to our service or publications;
- request marketing to be sent to you;
- enter a promotion or survey; or
- give us some feedback.

Automated technologies or interactions. As you interact with our website, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies. Please see our [cookie policy](#).

Third parties or publicly available sources. We may receive personal data about you from various third parties and public sources as set out below:

Technical Data from the following parties:

(a) analytics providers such as Google analytics, Google optimizer, Google Webmaster tools, Google tag manager, Facebook, Instagram and Conversant based out of Europe & Convertr Media based in UK and other similar services which we will be using in the future;

(b) advertising networks such as Google Advertising Network, Facebook, Instagram, Bing and LinkedIn based outside the EU and similar network we will be partnering with; and

(c) search information providers such as Google, Bing and other search engines based inside and outside the EU, social media networks such as Facebook, LinkedIn and Instagram, based inside the EU and others providing similar services.

(d) Contact, Financial and Transaction Data from providers of technical, payment and delivery services such as Conversant, Google Analytics, Facebook, Instagram, Bing, LinkedIn and Stripe, based outside the EU and Convertr Media based inside the UK including similar services we will partner with in future.

(e) Identity and Contact Data from data aggregators such as the Electoral Register based inside the EU.

(f) Identity and Contact Data from publicly available sources such as the Electoral Register based inside the EU.

(g) Student Data from staff, administrative functions of other educational establishments, mentees or mentors, complainants.

(h) Academic, contact, identity, marketing and communications and technical data from (i) publishers, who are owners of private websites, and are based in and outside Europe and (ii) agents, referring organisations such as other universities and (iii) UCAS.

4. HOW WE USE YOUR PERSONAL DATA

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you.

- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

Please see the table below to find out about the types of lawful basis that we will rely on to process your personal data.

Generally we do not rely on consent as a legal basis for processing your personal data other than in relation to sending direct marketing communications to you via email or SMS. You have the right to withdraw consent to marketing at any time by contacting us at contact@lccm.org.uk or by clicking the unsubscribe link in the relevant emails.

5. PURPOSES FOR WHICH WE WILL USE YOUR PERSONAL DATA

We have set out below a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

We may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
Students or prospective students		
To respond to your request for a call (or email) back, course enquiries, applications	(a) Contact Data	Performance of a contract with you (in our anticipation of entering into such contract with you)
To enroll / register you as a new candidate and provide student number / identity card	(a) Identity Data (b) Contact Data (c) Academic Data	Performance of a contract with you
Direct marketing of or about student benefits and opportunities, University activities and events, services or career opportunities and professional and industrial bodies wishing to communicate with students about career opportunities.	(a) Contact	Consent

<p>Promotion of University or school via prospectus containing images of current students.</p> <p>Direct marketing may include cookie based remarketing services intended to deliver targeted marketing to you based on your internet searches</p>		
<p>To process your application including for the provision of services including:</p> <p>(a) Manage payments, fees and charges</p> <p>(b) Collect and recover money owed to us</p> <p>(c) accounting for VAT purposes</p>	<p>(a) Identity Data</p> <p>(b) Contact Data</p> <p>(c) Financial Data</p> <p>(d) Transaction Data (e) Marketing and Communications Data</p> <p>(f) Academic Data</p>	<p>(a) Performance of a contract with you</p> <p>(b) Necessary for our legitimate interests (to recover debts due to us)</p> <p>(c) Consent</p>
<p>To manage our relationship with you which will include:</p> <p>(a) Notifying you about changes to our terms or privacy policy</p> <p>(b) Provision of learning materials</p> <p>(c) Asking you to leave a review or take a survey</p> <p>(d) Monitor attendance or any change in student status.</p> <p>(e) Administration of appeals, complaints, and matters relating to health and conduct and to cheating and plagiarism (unfair means).</p> <p>(f) Granting of awards</p> <p>(g) Administration of alumni membership</p>	<p>(a) Identity Data</p> <p>(b) Contact Data</p> <p>(c) Profile Data</p> <p>(d) Marketing and Communications Data</p>	<p>(a) Performance of a contract with you</p> <p>(b) Necessary to comply with a legal obligation</p> <p>(c) Necessary for our legitimate interests (to keep our records updated and to study how students use our products/services)</p> <p>(d) Necessary for the candidate's legitimate interests (to receive the benefit of the award)</p>

Equal opportunities monitoring (for some but not all of our institutions)	Gender ethnicity religion and nationality	Legal Obligation
Enrolment	(a) Identity Data (b) Student Data	Necessary for the performance of a contract
Make adjustments to meet disability requirements / medical conditions	Health Data	Consent
Provide health and safety first aid assistance emergency evacuation, hazard risk assessment, accident monitoring	Health Data	Vital interests Consent
Emergency accident / health management	Emergency contact / next of kin details	Vital interests Consent
Improvements in service offering, profiling students based on their performance and other	Student Data (specifically learner analytics)	
Customers (or prospective customers) of [online courses and published media		
Register new customer of online materials	(a) Identity Data (b) Contact Data	Performance of a contract with you
Process / fulfil / deliver customer order Manage payments, fees and charges Collect/ recover monies owed Accounting records Defence of legal claims brought against us	(a) Identity Data (b) Contact Data (c) Financial Data (d) Transaction Data (e) Marketing and Communications Data	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to recover debts due to us or defend legal claims) (c) Necessary to comply with a legal obligation
Clients of GUS (including employer clients)		
To register you as a client of GUS	(a) Identity Data (b) Contact Data	Performance of a contract with you
To process, fulfil and deliver our service to you	(a) Identity Data	(a) Performance of a contract with you

Manage payments, fees and charges Collection/ recovery of monies owed Accounting purposes Defence of any legal claims brought against GUS	(b) Contact Data (c) Financial Data (d) Transaction Data (e) Marketing and Communications Data	(b) Necessary for our legitimate interests (to recover debts due to us or defend legal claims) (c) Necessary to comply with a legal obligation
Suppliers to GUS		
To register you as a supplier of GUS	(a) Identity Data (b) Contact Data	Performance of a contract with you
To process and receive goods/services: (a) Manage payments, fees and charges Accounting purposes Defence of any legal claims brought against GUS	(a) Identity Data (b) Contact Data (c) Financial Data (d) Transaction Data (e) Marketing and Communications Data	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to defend legal claims) (c) Necessary to comply with a legal obligation
For All		
Recruitment (Academic job applications performed via webform)	(a) Identity Data (b) Contact Data	Performance of a contract with candidate
Relationship management Updating privacy policy and notify you of the same Updating terms and conditions and notify you of the same Seeking your feedback Processing complaints	(a) Identity Data (b) Contact Data (c) Profile Data (d) Marketing and Communications Data	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (continuous improvement / updating records/ analyse customer behavior patterns)

To enable you to complete a survey	(a) Identity Data (b) Contact Data (c) Profile Data (d) Usage (e) Marketing and Communications Data	(a) Performance of a contract with you (b) Necessary for our legitimate interests (continuous improvement / updating records/ analyse customer behavior patterns)
To administer and protect our business and our Website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity Data (b) Contact Data (c) Technical Data	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation
To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	(a) Identity Data (b) Contact Data (c) Profile Data (d) Usage Data (e) Marketing and Communications Data (f) Technical Data	Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve our website, products/services, marketing, student and partner relationships and experiences	(a) Technical Data (b) Usage Data	Necessary for our legitimate interests (to define customer types for our products /services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about goods or services that may be of interest to you	(a) Identity Data (b) Contact Data (c) Technical Data (d) Usage Data (e) Profile Data	Necessary for our legitimate interests (to develop our products/services and grow our business)

6. HOW WE USE SENSITIVE PERSONAL INFORMATION (SPECIAL CATEGORY DATA)

The law requires us to meet additional conditions for collecting, storing and using personal data that is considered ‘special category’ data. We have in place an appropriate policy document and safeguards which we are required by law to maintain when processing such data. We may process special categories of personal information in the following circumstances:

Purpose/Activity	Type of data	Lawful basis for processing
Students or prospective students		
To enroll you as a student we need to determine your immigration status with GUS	Nationality data Immigration status (information from visas and passports)	(a) Performance of a contract with you (b) Compliance with a legal obligation eg to the UK Home Office, German immigration authorities (and others)
To make required adjustments and necessary support for applicable learning needs	Disability data Special learning needs	(a) Performance of a contract with you (b) Complying with our legal obligations (under the Equality Act 2010) (c) Explicit consent (information is voluntary)
To: (a) Monitor student absences* (b) Deal with applications for mitigating circumstances (c) Deal with applications for interruptions of studies or deferrals (d) Confirm any dietary requirements	Medical / health data Doctors’ notes Medical Records (potentially)	(a) Performance of a contract with you (b) Explicit consent (this information is voluntary) (c) *sometimes a visa will stipulate that a student must keep a minimum attendance level; in this case we will ask for medical evidence to support absence and thus to avoid breaching our obligations to the UK Home Office.
To monitor and report on equal opportunities	Data relating to race and ethnic origin	(a) Compliance with a legal obligation

The above information may also need to be used using the lawful basis of pursuant to a legal claim or to protect your interests (or someone else's interests) (where you are not capable of giving your consent (for example if you suffer a medical problem preventing your ability to communicate)).

CONSENT

It is not a condition of becoming a student with us that you give us consent for any particular type of processing. However, should you choose not to give consent, then you may not benefit from certain support services for example. We do not need your consent in circumstances where we use special categories of your data in accordance with our legal obligations (and we set this out in our written policies). On rare occasions we may ask for your explicit (written) consent to use certain special categories of data. If we do this we will make sure you have a detailed explanation of the data we need and why. This will enable you to make an informed decision whether you wish to consent.

MARKETING

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising. We will always give you options to determine how we use your personal data in this regard.

PROMOTIONAL OFFERS FROM US

You will receive marketing communications from us if you have requested information from us or purchased products or services from us or if you provided us with your details when you filled out a survey or feedback form and, in each case, you have not opted out of receiving that marketing.

THIRD-PARTY MARKETING

We will get your express opt-in consent before we share your personal data with any company outside the GUS Group of companies for marketing purposes. **OPTING OUT** you can ask us or third parties to stop sending you marketing messages at any time by following the opt-out / unsubscribe links on any marketing message sent to you at any time or by contacting the admissions team. Where you opt out of receiving these marketing messages, this will not stop

us storing your data provided to us as a result of a applying for a course or programme or buying some other service or materials from us.

COOKIES

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. For more information about the cookies we use, please see [Cookie Policy](#)

CHANGE OF PURPOSE

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact our DPO. If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so. Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

7. DISCLOSURES OF YOUR PERSONAL DATA

We may have to share your personal data with the parties set out below for the purposes set out in the table in paragraph 4 above.

- Internal Third Parties as set out in the Glossary.
- External Third Parties as set out in the Glossary.
- Specific third parties identified in the Glossary.
- Third parties to whom we may choose to sell, transfer or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your

personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

8. INTERNATIONAL TRANSFERS

We share your personal data within the GUS Group. This will involve transferring your data outside the European Economic Area (EEA).

Some of our external third parties are based outside the European Economic Area (EEA) so their processing of your personal data will involve a transfer of data outside the EEA.

Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission. For further details, see European Commission: Adequacy of the protection of personal data in non-EU countries.
- Where we use certain service providers, we may use specific contracts approved by the European Commission which give personal data the same protection it has in Europe. For further details, see European Commission: Model contracts for the transfer of personal data to third countries.
- Where we use providers based in the US, we may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to personal data shared between the Europe and the US. For further details, see European Commission: EU-US Privacy Shield.
- You have explicitly consented to the proposed transfer, after having been informed of the possible risks of such transfers for you due to the absence of an adequacy decision and appropriate safeguards.
- The transfer is necessary for the performance of a contract between you and us as the data controller or for the implementation of pre-contractual measures taken at your request.
- The transfer is necessary for the conclusion or performance of a contract concluded in your interests between us as the data controller and another natural or legal person.
- The transfer is necessary for important reasons of public interest.

- The transfer is necessary for the establishment, exercise or defence of legal claims.
- The transfer is necessary in order to protect your vital interests or the vital interests of other persons, where you are physically or legally incapable of giving consent.

The transfer is made from a register which according to Union or Member State law is intended to provide information to the public and which is open to consultation either by the public in general or by any person who can demonstrate a legitimate interest, but only to the extent that the conditions laid down by Union or Member State law for consultation are fulfilled in the particular case.

Please contact our DPO if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

9. DATA SECURITY

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

10. DATA RETENTION

HOW LONG WILL YOU USE MY PERSONAL DATA FOR?

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances you can ask us to delete your data: see request erasure below under clause 11 for further information

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

11. YOUR LEGAL RIGHTS

Under certain circumstances, you have rights under data protection laws in relation to your personal data. Please click on the links below to find out more about these rights:

- **Request correction of your personal data**
This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- **Request erasure of your personal data**
This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- **Object to processing of your personal data**
You may raise an objection to the processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
- **Request restriction of processing your personal data**

You may request to restrict our processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

- **Request the transfer of your personal data**

You may exercise your right to transfer your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

- **Right to withdraw consent]**

This applies only where we rely on your consent to process your personal data.

However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain services to you. We will advise you if this is the case at the time you withdraw your consent.

In certain circumstances, you can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also contact us at info@interactivepro.org.uk if you wish to exercise your rights.

Request access to your personal data.

- You have the right to access your personal data (known as an “access request”). This enables you to receive a copy of the personal data we hold about you and check that we are lawfully processing it.
- To make a request: If you wish to make a request for access to your information, please contact us at GUS UK Management Limited 30 Holborn, London, EC1N 2LX or by email at dataprotection@gus.global;
- No fee usually required: You will not have to pay a fee to access your personal data (or to exercise any of the other rights), although we have the right to charge a reasonable

fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

- **What we may need from you:** We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.
- **Time limit to respond:** We try to respond to all legitimate requests within one month from the date your access request is received. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated. If you wish to exercise any of the rights set out above, please contact our DPO.

12. GLOSSARY

LAWFUL BASIS

Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting our DPO.

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take preliminary pre-contractual steps at your request before entering into such a contract.

Comply with a legal or regulatory obligation means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

THIRD PARTIES

INTERNAL THIRD PARTIES

Other companies in the GUS Group acting as joint controllers or processors and who are based throughout the world and provide shared services such as IT, legal services, system administration services and leadership reporting.

EXTERNAL THIRD PARTIES

- Service providers acting as processors based in UK, Belarus, Spain and America who provide IT and system administration services.
- Professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers based throughout the world who provide consultancy, banking, legal, insurance and accounting services.
- HM Revenue & Customs, regulators and other authorities acting as processors or joint controllers based in the United Kingdom and other countries who require reporting of processing activities in certain circumstances.
- Employers who request a reference from GUS
- External Examiners for examination, assessment and moderation purposes
- Awarding body partners - in order to process the administration of student enrolment onto programmes
- Professional/Funding bodies, Student Loans company
- Market Researchers
- Other universities, employers, prospective employers, providers of training contracts or pupillages
- Validating/Awarding Universities/other bodies- in order to process the administration of student enrolment onto programmes and manage the student lifecycle from initial registration through to conferment of award.

SPECIFIC THIRD PARTIES

- AACRO
- British Accreditation Council
- Solicitors Regulation Authority
- Bar Standards Board
- Quality Assurance Agency
- Office for Students
- HESA

- NARIC
- Fraud Prevention Agencies
- Office of Independent Adjudicators
- The Open University
- The Higher Education Statistics Agency (“HESA) is one of the third parties we share your data with. HESA is the official agency for the collection, analysis and dissemination of quantitative information about higher education (HE) in the UK, and the Designated Data Body for England. HESA collects information from higher education institutions and alternative providers (APs) in the UK at the request of its Statutory Customers. Further information about what HESA does may be found at: <https://www.hesa.ac.uk/about/what-we-do>. HE institutions and alternative providers are collectively described as higher education providers.

HESA and its Statutory Customers are Controllers of the HESA records under GDPR. HESA's ICO registration number is Z7475057. HESA’s wholly-owned subsidiary company HESA Services Limited may also act as a Controller of the data and provides anonymous or pseudonymised data extracts for research purposes. HESA Services Limited’s ICO registration number is Z7899462.

All uses of personal data collected by HESA are described in the Collection Notices at www.hesa.ac.uk/about/regulation/data-protection/notices ; specifically both the Student and Destination of Leavers from Higher Education collection notices. Data we will share with HESA will include special categories of personal data: Disability, Ethnicity, Gender Identity, Religion or belief and Sexual orientation.

Third party systems on which data may be hosted include:

- Agresso
- Blackboard
- Canvas
- Moodle
- Promonitor
- MIS
- Automated attendance database

© GUS UK Management Limited May 2018