

# General Student Regulations

## 2020-21

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# General Student Regulations

## *Section 1 - International Students 2020-21*

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## **1. Application and relationship with other Regulations**

- 1.1. These International Students Regulations apply to any applicant, offer-holder, or student who requires immigration permission to enter or remain in the UK.
- 1.2. In case of conflict between these International Students Regulations and any other regulations, these International Students Regulations supersede any other requirements.

## **2. Admission Requirements**

- 2.1. If an applicant is not a national of a majority English speaking country, as defined in Appendix B of the UK Immigration Rules, in addition to any other admission requirements they will be required to achieve specific levels in one of the acceptable English language tests or other alternative approved by the University for entry onto the relevant course. Acceptable English language tests, other approved tests and the scores required to be issued with an unconditional offer are published on the University's website.
- 2.2. If an applicant is not a national of a majority English speaking country, as defined in Appendix B of the UK Immigration Rules and is applying for a course that is below degree level (such as a pre-sessional English course or foundation course) the applicant will require a Secure English Language Test (SELT) certificate from an approved test provider demonstrating that they have reached the required levels in addition to any other admission requirements. The approved providers are listed in Appendix O of the Immigration Rules.
- 2.3. An applicant will be exempt from the English language test, (or other approved test) score requirement if they have studied and successfully completed a bachelor degree at a recognised institution authorised to issue bachelor degrees, in the UK or Ireland or in one of the countries defined in Appendix B of the UK Immigration Regulations as a majority English speaking country, except Canada.
- 2.4. The University requires satisfactory evidence of all students' qualifications, including a valid / verifiable language certificate/SELT where indicated, in order to issue such an applicant with an unconditional offer. Such applicants will be required to provide official transcripts or certificates that are clear and legible copies authenticated by the issuing organisation.
- 2.5. Admissions decisions are taken by the University in good faith on both the basis of qualifications provided and statements made in a student's application. If it is discovered that a false statement has been made or significant information has been omitted from a student's application form, the University may withdraw or amend its offer, refuse or withdraw sponsorship and terminate the student's enrolment at the University, according to the circumstances

- 2.6. If an applicant will require a Tier 4 (General) Student visa to study in the UK, receipt of an academic offer does not guarantee that such an applicant will be assigned a Confirmation of Acceptance for Studies (CAS).
- 2.7. The University is obliged to comply with guidance published by the UK Visas and Immigration in respect of how the sponsorship process is administered. In line with this guidance, the University must only assign a CAS to a student that they reasonably believe will go on to meet the requirements of the Tier 4 category under which the CAS is assigned. With this in mind the applicant's immigration status, immigration history, application and evidence will be assessed in accordance with the Tier 4 requirements, the Immigration Rules, published guidance and Home Office practice.
- 2.8. The University reserves the right to refuse a CAS even if the applicant meets all of the academic entry requirements if it does not reasonably believe that the applicant will go on to meet the requirements of the Tier 4 category under which the CAS is assigned.
- 2.9. The University reserves the right to refuse a CAS in order to support Variations of Applications of leave to remain.

### **3. Issue of Confirmation of Acceptance for Studies**

- 3.1. Before any CAS will be issued:
  - 3.1.1. All applicants or offer-holders, who intend to fund their studies by US Federal Direct Loan funding must:
    - 3.1.2. have applied for Federal Direct Loan funding by the loan application due date publicised on the University's US Financial Aid website; and
    - 3.1.3. pay a deposit of £1,000.
    - 3.1.4. Any other International applicant or offer-holder (including those who intend obtain loan funding through private loan funding organisations/banks (or any US non-federal loan program)) must pay a deposit of £3,000. A fee of 50% of the full listed annual tuition fee will be due at enrolment and will include the deposit paid.
- 3.2. An International applicant or offer-holder will not be required to pay the mandatory deposit as indicated above if they have been awarded a full scholarship by London Metropolitan University
- 3.3. Requests for refunds of any deposit paid will be dealt with in accordance with the University's Fees Regulations.
- 3.4. If an International student is eligible for any partial scholarship awarded by London Metropolitan University (for example, a country specific scholarship), this amount is deductible after their enrolment from the tuition payment that remains payable.

- 3.5. If an International Student is sponsored by a recognised and approved\* sponsorship body (The British Council, Governmental or its authorised agencies or employer), the sponsor will be required to supply evidence confirming that they are responsible for the payment of tuition fees for the duration of their course. (\*an approved sponsor is one that is recognised by the University or one that has been granted approval by the University)
- 3.6. International Students who are allowed to enrol on a course with a visa that expires before the end date on their course, do so at their own risk. It is the responsibility of such students to ensure that they will be able to meet all of the requirements required in order to extend their current immigration permission, or meet the requirements in order to successfully obtain a Tier 4 visa in order to complete the course in the UK. In some cases, this might require the student to return home and reapply for a new visa to come back to the UK. The University reserves the right to refuse to issue a CAS for a student to complete their course if all of the requirements under Tier 4 are not met or if the student's attendance, progression or engagement since enrolment has been unsatisfactory.

#### **4. Enrolment**

- 4.1. All International offer-holders will be required to present their original current passport or travel documents and valid UK visa for verification at enrolment. If an International offer-holder cannot present these documents at the time of enrolment, they may only be allowed to enrol at the discretion of the International Support and Compliance Manager. If the offer holder is awaiting the outcome of an immigration application the decision to enrol will be dependent on the status and type of application, original documentation held and may require the University to undertake an immigration check with UK Visas and Immigration before the enrolment can be completed.
- 4.2. All International offer-holders will be required to present the originals of all qualification documentation used in the issue of their study offer for verification at enrolment.
- 4.3. For each academic year of study, all International Students are required to pay tuition fees, as notified to them by the University. Unless stated otherwise, the tuition fee quoted in any offer letter does not include any charges for residential accommodation, examination retakes in accordance with the University's usual policy, extensions to the designated period of study or travelling expenses and other miscellaneous expenses which may be related to a programme of study.

## **5. After Enrolment**

- 5.1. All International Students must inform the University of their UK contact details (UK residential address and telephone number) and immediately inform the University of any changes to their contact details.
- 5.2. All International Students are required to attend all lectures, tutorials, examinations and other activities which form part of their programme of study/course. This includes the requirement to submit all pieces of assessed work on time.
- 5.3. All International Students' attendance and engagement will be monitored for the duration of their courses and failure to meet satisfactory attendance requirements will result in further action including warnings and withdrawal of sponsorship and termination.
- 5.4. If a student requires a CAS to support an extension of leave in order to continue a course, the University will consider the student's attendance, progression and engagement to date. The University reserves the right to refuse a CAS for a student to complete their course if all of the requirements under Tier 4 are not met or if the attendance, progression or engagement is deemed unsatisfactory.
- 5.5. All International Students on a Tier 4 Student Visa and sponsored by the University under Tier 4 of the Points Based System (PBS), will be subject to the reporting requirements set out by the Home Office in the Tier 4 Sponsor Guidance. If any such International Student fails to meet all of the attendance requirements as laid down in that guidance, is withdrawn, suspended, or intermits, the University is obliged to report this action to the Home Office in line with the Guidance and sponsorship of their Tier 4 visa will be withdrawn.
- 5.6. All International Students must adhere/comply to the conditions of their visa at all times. The University is legally required to report to the Home Office any student who breaches the conditions of their UK visa, whether sponsored by the University or not.
- 5.7. All International Students must inform the University immediately if their immigration status changes at any time and provide the University with copies of all correspondence that they receive from the Home Office in relation to their current immigration status, if they leave the UK permanently or switch into another immigration tier.

## **6. International Students who are under 18**

- 6.1. Where an International student will be under 18 at the time of registration and enrolment, in addition to the requirements of the under-18 code, their parent/legal guardian will be required to:
  - 6.1.1. Provide their written consent for the student to study at the University.

- 6.1.2. Where the student does not already have a parent/legal guardian living in the UK, nominate a legal guardian for the student in the UK (who must be a relative or a person whom the student's parent/legal guardian nominates as the student's guardian while the student is under the age of 18 in the UK) in accordance with the University's policy on the admission of students under the age of 18.
- 6.1.3. Provide the student's arrival details from their home country before the start of the course including travel details and arrival meeting arrangements.
- 6.1.4. Provide the student's UK accommodation details.

# General Student Regulations

## *Section 2 - Criminal Convictions 2020-21*

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## 1 General

1.1 The University welcomes students from a wide variety of backgrounds and aims to provide a supportive learning environment in which students can fulfil their potential. It recognises that some of its applicants and students:

- 1.1.1 may have unspent criminal convictions;
- 1.1.2 may have spent criminal convictions that may be relevant in relation to their proposed course of study;
- 1.1.3 may be charged with a criminal offence during the course of their study;
- 1.1.4 may be convicted of a criminal offence during the course of their study;
- 1.2 The University aims to treat all such students fairly, while having due regard for its duty of care to all members of the University community and any professional or regulatory requirements of their course. Disclosure of a conviction does not automatically result in the withdrawal of an offer or the termination of registration.
- 1.3 In relation to all aspects of these regulations, the key points the University will consider when making a judgement are set out below:
  - 1.3.1 the seriousness of any offence or other matter revealed;
  - 1.3.2 the length of time since the offence or other matter occurred;
  - 1.3.3 whether the individual has a pattern of offending behaviour or other relevant matters;
  - 1.3.4 whether the individual's circumstances have changed since the offending behaviour or other relevant matters occurred;
  - 1.3.5 the circumstances surrounding the offence and the explanation(s) offered by the convicted person;
  - 1.3.6 whether the course of study has any professional accreditation or registration which would affect the recruitment of students with an offending history; and
  - 1.3.7 if related to a Relevant Placement Course, whether the conviction or other matter revealed is relevant to that course.

### 1.4 In these regulations

- 1.4.1 Relevant Offences means:
  - 1.4.1.1 Offences including any kind of violence including (but not limited to) threatening behaviour, offences concerning the intention to harm or offences which resulted in actual bodily harm.
  - 1.4.1.2 Sexual offences, including those listed in the Sexual Offences Act 2003, or offences harassment or stalking.
  - 1.4.1.3 The unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking (drug offences only involving possession are not relevant offences).

1.4.1.4 Offences involving firearms, explosives, knives or other weapons.

1.4.1.5 Offences involving arson.

1.4.1.6 Offences involving terrorism.

1.4.2 Relevant Courses means

1.4.2.1 A course where the relevant regulator requires the University to assess a student's or applicant's character or suitability for a profession within Part I of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) ('Regulated Professions'); or

1.4.2.2 A course including a compulsory element which involves activities within Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 ('Regulated Activity').

Relevant Courses include (but are not limited to) Dietetics, Counselling Psychology, Social Work, Initial Teacher Training (e.g. PGCE), Primary Education, Early Childhood Studies, Montessori Early Childhood Practice and Early Years Education.

## **2 Disclosure of unspent criminal conviction by offer holders**

2.1 To protect staff and students, including those under 18 and adults at risk from harm, offer holders who has an unspent criminal conviction relating to a relevant offence must disclose it in accordance with these regulations once an offer of a place on a course has been made.

2.2 In accordance with the Rehabilitation of Offenders Act 1974, offer holder who are applying for courses which do not involve a Relevant Placement or Relevant Activities do not need to disclose any spent convictions. If a spent conviction is disclosed in error, it should be ignored.

2.3 When an offer holder declares an unspent conviction relating to a relevant offence they will be asked to give a full and frank account of the conviction to the member of admissions staff, who will then inform the course leader and Head of School. The Head of School and the course leader will then consider whether or not the offer holder should be permitted to register as a student.

2.4 The Head of School will refer the matter, with their recommendation, to the Head of Academic Services for a final decision. The decision of the Head of Academic Services is final and there is no right of appeal.

## **3 Failure to disclose Unspent criminal conviction by offer holders**

3.1 All offers of a place on any course at the University (including "unconditional" offers) are conditional upon the:

- 3.1.1 the offer holder disclosing all unspent criminal convictions relating to a relevant offence in accordance with these regulations;
- 3.2 Failing to disclose in accordance with regulation **Error! Reference source not found.** means that the offer holder has failed to meet the conditions of their offer. The offer holder may not register as a student and if already registered as a student, the Head of Academic Services may terminate their registration.
- 3.3 Any failure to disclose an unspent criminal conviction, relating to a relevant offence, when asked, will be regarded as a serious act of misrepresentation and an attempt to deceive or mislead the University.
- 3.4 Where an offer-holder or student has failed to disclose an unspent criminal conviction relating to a relevant offence when asked, or has otherwise failed to comply with these regulations, the Head of Academic Services may withdraw their offer or if already registered as a student terminate their registration.

#### **4 Disclosure of criminal convictions when applying to Relevant Courses**

- 4.1 Any applicant who
  - 4.1.1 applies to the University to study a Relevant Course; and
  - 4.1.2 has any unspent criminal convictions or any spent criminal convictions that are not eligible for filtering,  
must disclose all unspent convictions and all spent criminal convictions that are not eligible for filtering at the earliest stage and before an offer is made of a place on a course.
- 4.2 In accordance with the Rehabilitation of Offenders Act 1974, applicants who have an unspent criminal conviction(s) that are eligible for filtering. If a conviction eligible for filtering is disclosed in error it should be ignored.
- 4.3 When an applicant has a spent conviction that is not eligible for filtering and declares it prior to receiving an offer, they will be asked to give a full and frank account of the conviction to the member of admissions staff, who will then inform the course leader and Head of School. The Head of School and the course leader will then consider whether to recommend that the applicant be made an offer, reject their application, or if an offer-holder, be permitted to register as a student.
- 4.4 The Head of School will refer the matter, with their recommendation, to the Head of Academic Services for a final decision. The decision of the Head of Academic Services is final and there is no right of appeal.

## **5 Failure to disclose criminal convictions when applying to Relevant Courses**

- 5.1 All offers (including “unconditional offers”) of a place on a Relevant Course or a course that involves a Relevant Placement are conditional upon:
- 5.1.1 The applicant disclosing all unspent convictions in accordance with these regulations; and
  - 5.1.2 the applicant applying for a Relevant Course disclosing and spent criminal convictions that are not eligible for filtering; and
  - 5.1.3 the applicant complying with these regulations.
- 5.2 If a student fails to disclose an unspent conviction or a spent criminal conviction that is not eligible for filtering before an offer is made, or at any time after, this will be regarded as a serious act of misrepresentation by the student and an attempt to deceive or mislead the University.
- 5.3 Where a student fails to disclose an unspent conviction or a spent criminal conviction that is not eligible for filtering, or has otherwise failed to comply with these regulations, the Head of Academic Services may withdraw the offer or terminate their registration on the basis that these conditions have not been fulfilled.
- 5.4 In certain circumstances, a failure to disclose a previous conviction may also amount to a criminal offence and the University may report this to the Police

## **6 Disclosure and Barring Services Checks**

- 6.1 Before, or as soon as is practicable after, enrolment, all students on a Relevant Course must:
- 6.1.1 Provide a portable Disclosure and Barring Service (DBS) certificate for the correct level and workforce and consent to the University checking if anything has changed on the certificate; or
  - 6.1.2 Arrange for a new DBS certificate for the correct level and workforce via the University and provide the University with the new DBS certificate.
- 6.2 Before undertaking an element of the course involving Regulated Activity (such as a placement) all students enrolled on a Relevant Course must:
- 6.2.1 consent to the University checking if anything has changed on a portable DBS certificate that has been provided to the University previously; or
  - 6.2.2 Provide a portable Disclosure and Barring Service (DBS) certificate for the correct level and workforce and consent to the University checking if anything has changed on the certificate; or
  - 6.2.3 Arrange for a new DBS certificate for the correct level and workforce via the University and provide the University with the new DBS certificate.

- 6.3 A DBS certificate is portable if the University can check it using the DBS Update Service.
- 6.4 Students must retain their DBS certificate for the duration of the course and must provide copy if requested by the Head of Academic Services, University Secretary or a placement provider.
- 6.5 The University will retain a copy of the DBS certificate provided and any update from the Update Service in accordance with the University's Records Retention policy.
- 6.6 All students registered on Relevant Courses are encouraged to subscribe to the DBS Update Service.
- 6.7 A student's registration on a Relevant Course may be terminated by the University Secretary, if the University Secretary is not satisfied:
- 6.7.1 With the DBS disclosure;
- 6.7.2 that a student is not barred from working with children and/or vulnerable groups or in a regulated activity; and
- 6.7.3 with such other checks that the University or a placement provider is required to complete or undertake from time to time.
- 6.8 The student is responsible for the full cost of obtaining a DBS certificate, whether obtained via the University or via another organisation.
- 6.9 Students will not ordinarily be required to provide or apply for a further DBS certificate during the course unless
- 6.9.1 a DBS status check reveals a change; or
- 6.9.2 a status check is required and the student has not subscribed to the DBS Update Service.
- 6.10 It is a condition of enrolment that students consent to the University discussing the information contained in the DBS disclosure or status check with any placement provider. Students may be required to attend an interview with the placement provider to discuss the information contained in the disclosure or status check before a final decision on suitability can be taken.
- 6.11 In the event that relevant information about a student (whether in relation to previous convictions or otherwise) is obtained through a DBS check or DBS status check during the course of study, the University Secretary will determine how to proceed.
- 6.12 If an individual wishes to dispute any information contained in a disclosure, they can do so by contacting the DBS directly.

## **7 Criminal proceedings while a student**

- 7.1 All students must immediately notify their Course Leader if:

- 7.1.1 they are charged or convicted of any Relevant Offence; or
- 7.1.2 they receive a police caution, reprimand or warning in respect of a Relevant Offence.
- 7.2 Students on a Relevant Course or where they are undertaking Regulated Activity as part of their course must immediately notify their Course Leader if
  - 7.2.1 they are charged with or convicted of any criminal offence; or
  - 7.2.2 they receive a police caution, reprimand or warning, or
  - 7.2.3 if there is a formal child protection investigation of the student or any member of their household or,
  - 7.2.4 if they are barred from working with children or vulnerable groups or in a regulated activity or;
  - 7.2.5 if they are the subject of a referral to the DBS
- 7.3 The Course Leader shall inform the Head of School of any notification.
- 7.4 In the event that relevant information about a student (whether in relation to previous convictions or otherwise) is volunteered by a student during the course of study, the Head of School will consult with the University Secretary as to how to proceed.
- 7.5 The University Secretary will determine what action shall be taken including:
  - 7.5.1 Referring the matter to be considered as misconduct under the Student Conduct Regulations;
  - 7.5.2 Referring the matter for action under the relevant Course Specific Regulations (for example, Fitness to Practise); or
  - 7.5.3 whether action should be taken under regulation 7.6.
- 7.6 Where a student has been convicted of an offence and receives a custodial sentence of 24 months or more, the University Secretary may terminate a student's registration.

# General Student Regulations

## *Section 3 – Fees and Bursaries 2020-21*

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## Part 1 - Fees

### 1 Fees

- 1.1 In these Fees Regulations, the term 'Fees' refers to any sum payable by a student in respect of tuition, supervision, assessment or conferment.
- 1.2 Fees are set by the Vice-Chancellor.
- 1.3 Fees are subject to annual revision. Changes to Fees in respect of Continuing Students will be limited to the greater of the annual change in the Retail Price Index or 5% per annum.
- 1.4 Where a student changes their mode of attendance (from part time to full time or vice versa) they will not be considered a Continuing Student and the fee for a new student in the year the student's mode of attendance is changed will apply.

### 2 Incurring fees

- 2.1 Fees are incurred on enrolment for the whole of each year of academic study or for each module taken.
- 2.2 Fees are incurred immediately on enrolment – there is no 'fee free' period. This does not affect any statutory right the student has to cancel their enrolment within 14 days, unless that right has been waived.

### 3 Payment

- 3.1 It is the student's responsibility to pay their Fees. In the event that any personal sponsor, sponsoring company or authority or the Student Loans Company (SLC) fails to pay the Fees the student remains liable to pay the Fees;
- 3.2 Pursuant to section 3 regulation 8.4 of the Academic Regulations, all students must pay their Fees in full or make arrangements for payment that are acceptable to the University before enrolment for each academic year;
- 3.3 The following arrangements are usually acceptable to the University:
  - 3.3.1 Funding by tuition fee loan from SLC, provided the University receives confirmation of funding from the SLC at or before enrolment. If this confirmation is not provided at enrolment, then the student must provide the University with proof of application to the SLC at enrolment. The student remains responsible for fee payment in the event that the SLC does not agree to pay the fee;
  - 3.3.2 Agreement from a sponsor (for example a student's employer) that the sponsor will assume responsibility for payment of the student's fees. The student must provide the University with a purchase order from the sponsor showing the total value of fees that

the sponsor will pay. This purchase order must be provided at or before enrolment. Payment terms require payment within 30 days of the invoice to the sponsor. The student remains responsible for fee payment in the event of default by their sponsor;

- 3.3.3 Two equal instalments: 50% on enrolment and 50% by 31 December (31 May for Spring Term starters);
- 3.3.4 If in receipt of a Postgraduate Loan from the Student Loan Company, 3 equal instalments in line with your loan payment schedule; or
- 3.3.5 9 equal instalments, the first payable at enrolment, then eight equal payments on the last working day of the month commencing in October (March for February starters).
- 3.4 The University may decline to accept any of the methods set out in regulation 10.3 above (especially (but not exclusively) where the student has previously defaulted on a payment arrangement or the fees are below a minimum amount), in which case the fees shall be payable in full before enrolment.
- 3.5 It is the student's responsibility to make any arrangements with any person providing them with a loan to fund their Fees (including Student Finance England or other body). The University will cooperate with any reasonable request that the student makes for information to be provided to any person providing them with a loan to fund their Fees, but the University does not accept any responsibility for any delay or failure of person providing the student with a loan to make payments.

#### **4 Refunds**

- 4.1 This regulation 11 does not apply should a student exercise their statutory right to cancel their enrolment within 14 days, in which case no fees or charges will apply and any monies paid will be refunded. The right to cancel may be waived in accordance with the applicable legislation.
- 4.2 Deposits paid by a student are not refundable or transferable.
- 4.3 In exceptional circumstances, the Chief Financial Officer, Pro Vice-Chancellor: Student Recruitment and Business Development, or University Secretary may agree a refund or partial refund of fees or deposits paid on intermission, withdrawal or other termination of a student's studies.
- 4.4 Any such refund will be subject to a minimum charge retained by the University of 25% of the annual fees due. A reasonable administration fee (such as bank transfer fees or staff costs) may also be retained in the event of a refund.
- 4.5 Any such refund is subject to the student:
  - 4.5.1 Providing evidence that they have complied with any relevant immigration regulations; and
  - 4.5.2 Returned all items belonging to the University to the University.

- 4.6 In respect of undergraduate and taught postgraduate students who enrolled in the Autumn Term where they intermit, withdraw or their studies are terminated:
  - 4.6.1 before the start of the Spring Term, then 75% of the Fees shall be refunded;
  - 4.6.2 before the start of the Summer Term, then 50% of the Fees shall be refunded;
  - 4.6.3 on or after the start of the Summer Term, then no refund shall be given.
- 4.7 In respect of undergraduate and taught postgraduate students who enrolled in the Spring Term where they intermit, withdraw or their studies are terminated:
  - 4.7.1 before the start of the Summer Term, then 75% of the Fees shall be refunded;
  - 4.7.2 on or before the end of the Summer Term, then 50% of the Fees shall be refunded;
  - 4.7.3 after the end of the Summer Term, then no refund shall be given.
- 4.8 In respect of postgraduate research students then any refund calculated pro rata based on a 12 month year from the scheduled start of the relevant academic year (that is 100% of the fees will be retained and no refund given 12 months after the scheduled start of the relevant academic year), subject to retention of minimum charges and fees set out in regulation 11.4.
- 4.9 In respect of students on distance learning or short courses, subject to regulation 11.1, no refunds shall be given.
- 4.10 Refunds will only be made to the bank account or credit card from which they were paid to the University.
- 4.11 Any library or other borrowing charges due to the University will be deducted from the amount of any refund.
- 4.12 Repayment of any scholarship, grant, fee discount or fee reduction that is repayable (whether wholly or in part) on withdrawal or other termination of a student's studies shall be deducted from the amount of any refund.

## **5 Failure to Pay**

- 5.1 If a student does not pay their fees or defaults on an arrangement for payment of the Fees that they have made with the University, the University may:
  - 5.1.1 exclude the student from their course of study (exclusion means that the student will not be allowed to access the University's buildings or IT systems, they will not receive the marks awarded for any assessments and will not receive any award). The University will permit access to allow the student pay their fees. The student may request permission to attend to sit exams or submit coursework by post, but this will usually only be given for students who are enrolled for the current academic year. Even if permission to sit exams or submit coursework is given, no marks will be given while the exclusion remains in place;
  - 5.1.2 terminate the student's registration as a student;

- 5.1.3 may take legal action for the recovery of outstanding fees, legal costs (including court fees and solicitors and advocates fees), administration fees and interest from the date the Fees were incurred (pursuant to section 69 of the County Court Act 1984 or similar provisions in UK or foreign legislation) whether or not the student is currently registered as a student of the University. The University may also take such action in the student's home jurisdiction (if applicable);
- 5.1.4 cancel marks gained whilst the student is excluded for tuition fee debt;
- 5.1.5 refuse to confer an award or may not confirm the conferment of an award by issuing a certificate (for the avoidance of doubt issuing a certificate is not proof that no fees remain payable);
- 5.1.6 withhold or withdraw any invitation to or participation in in a graduation ceremony;
- 5.1.7 not permit the student to re-enrol or to enrol on a new programmes of study until the debt is paid is full. (for the avoidance of doubt permitting re-enrolment or enrolment on another course is not proof that no fees remain payable).
- 5.2 Notwithstanding any action taken under regulation 12.1, any outstanding fees remain due for payment.

## **Part 2 – Bursaries**

### **6 Grant of a Bursary**

- 6.1 Whenever the University agrees to grant a bursary to a Student this Part 2 shall apply unless otherwise expressly excluded in whole or in part.
- 6.2 The Student's eligibility to be granted a bursary is determined on the basis of information supplied by the Student to the Student Loans Company (other than in the case of Part Time or Scottish domicile students). The grant of a bursary shall not be prejudiced in the event that the Student's circumstances change during the Academic Year even if those circumstances would have rendered the Student ineligible for the student finance had they prevailed at the date of application.
- 6.3 Information in relation to eligibility must be received by:
  - 6.3.1 31 March for those originally commencing study in the Autumn term
  - 6.3.2 29 July for those originally commencing study in the Spring term
- 6.4 Subject to the conditions set out below, a Student who has been granted a bursary in one academic year shall not automatically be granted a bursary in subsequent academic years of the Student's registration as an undergraduate at the University. A student's eligibility for a bursary is assessed in each year and the terms applicable to a bursary may change from year to year.

## **7 Payment**

- 7.1 Payment of a bursary shall normally be made:
  - 7.1.1 in the October and February of the Academic Year for those originally commencing study in the Autumn term
  - 7.1.2 in February and April for those originally commencing study in the Spring term.
  - 7.1.3 in April an additional payment will be made for those originally commencing study in the Autumn term and in receipt of the Care Leaver Bursary
  - 7.1.4 in June an additional payment will be made for those originally commencing study in the Spring term and in receipt of the Care Leaver Bursary
- 7.2 Those students whose study originally commenced in the Spring term will maintain this payment schedule throughout subsequent academic years in line with their Tuition payments.
- 7.3 Payment of bursary is administered by the SLC and the University shall not be liable to the Student whatsoever for any delay or error in relation to the payment of the Award or the non-payment of the same.
- 7.4 The University reserves the right to withhold payment of all or part of a bursary in the event the Student has failed to pay the tuition fees for the Academic Year (or failed to make arrangements for such payment acceptable to the University).

## **8 Termination of the Bursary**

- 8.1 In any of the circumstances set out in this clause below a bursary shall be withdrawn and the University shall make no (or no further) payments of the bursary:
  - 8.1.1 the Student permanently leaves the University due to illness (whether or not following a leave of absence)
  - 8.1.2 the Student leaves the University voluntarily for reasons other than illness
  - 8.1.3 the Student is required to withdraw from the University pursuant to disciplinary or fitness to practise proceedings.
  - 8.1.4 the Student otherwise fails to complete satisfactorily the requirements of the programme of study.
  - 8.1.5 the Student fails to meet satisfactorily the requirements of attendance which is set at 75% for the applicable academic year.
- 8.2 The University reserves the right to demand the repayment of any instalment or instalments (or part thereof) of a bursary made to the Student during the Academic Year in the circumstances set out in regulations 15.1.2 and 15.1.3

## **9 Leave of Absence**

- 9.1 In the event that the Student takes, or is required to take, Leave of Absence during the Academic Year any payments otherwise due to the Student pursuant to clause 4.1 above shall be suspended until such time as the Student has re-registered.
- 9.2 Upon re-enrolling the Student will be paid the balance of any instalments due from the Academic Year when the Leave of Absence was taken if still within the applicable academic year.
- 9.3 If the Student fails to return to the University after such Leave of Absence then the provisions of regulation 5 above will apply.

## **10 Miscellaneous**

- 10.1 The grant of a bursary will remain valid notwithstanding the Student transferring to another course or programme of study at the University provided that any instalments already made will count towards the grant.
- 10.2 A Student in receipt of a bursary who is required to repeat the Academic Year will not be eligible to receive a further grant in respect of the repeated year at the same or lower level of study.
- 10.3 The eligibility of the Student for a Bursary shall (unless otherwise agreed in writing) only continue for the full duration of the academic year when eligibility will be established again.
- 10.4 Any dispute or complaint arising in connection with the Scheme should in the first instance be addressed in writing to the Head of Academic Services.

# General Student Regulations

## *Section 4 - Use of Premises and Resources 2020-21*

Version control	1.0
Owned by:	University Secretary
Latest amendment on:	
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Coming into effect on:	2019-09-02
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## **1 Use of Premises**

- 1.1 No person shall enter or remain in or upon any part of the University Premises in or upon which they know or ought reasonably to know that they are not at that time entitled to be.
- 1.2 The Head of Estates Operations may publish additional rules and/or policies relating to the use of the University Premises (referred to in these regulations as the “Premises Rules”).
- 1.3 The Premises Rules may include (but are not limited to) provisions relating to:
  - 1.3.1 Opening hours of buildings;
  - 1.3.2 processes, protocols and conditions for certain types of use (for example, but without limitation: booking meeting rooms; internally or externally organised events (including any charges); non-University activities on the Premises (e.g. charity collections or commercial activities); display of notices, posters, or marketing material; hot works or other work on the fabric of the buildings &c)
  - 1.3.3 items that are not permitted on the Premises;
  - 1.3.4 children on University Premises; and
  - 1.3.5 the bringing of animals or vehicles (including bicycles) on to University Premises.
- 1.4 The Head of Estates Operations shall take reasonable steps to ensure that the Premises Rules, as amended from time to time, are brought to the notice of all students and other persons on the Premises.
- 1.5 All persons on the Premises must comply with this regulation 18, the Premises Rules and any reasonable direction (whether given generally or specifically) given by the Head of Estates Operations or their nominees regarding the use of the University Premises.

## **2 Use of Library**

- 2.1 Only the following may use the University’s libraries and their resources (including online resources)(“the Libraries”):
  - 2.1.1 enrolled students (this does not include students who have taken a break in studies or who are excluded from the University);
  - 2.1.2 members of University staff;
  - 2.1.3 such other categories of individuals whom the University Librarian may from time to time approve;
  - 2.1.4 External users and those undertaking reciprocal schemes.

- 2.2 Any permission or approval given pursuant to regulation 19.1 may be revoked or withdrawn at any time subject to any periods or notice or other requirements set out in the Library Code.
- 2.3 Additional policies, rules and provisions relating to the use of the Libraries shall be published from time to time by the University Librarian (referred to in these regulations as the “Library Code”).
- 2.4 The Library Code may include (but are not limited to) provisions relating to:
  - 2.4.1 The services and resources available to various categories of person;
  - 2.4.2 Charges for use of the Libraries (including charges for late return or non-return of items); and
  - 2.4.3 Conduct when using the Libraries.
- 2.5 The University Librarian shall take reasonable steps to ensure that the Library Code, as amended from time to time, is brought to the notice of all users of the Libraries.
- 2.6 All persons using the Libraries must comply with these regulations, the Library Code and any reasonable direction (whether given generally or specifically) given by the University Librarian or their nominees regarding the use of the Libraries.

### **3 Use of Information Systems and Services**

- 3.1 The University’s computer facilities and access to its computer networks (“ITS Facilities”) are provided only for purposes directly connected with the work of the University and with the normal academic activities of its students and staff. No person has any right to use the ITS Facilities for any other purpose. However, the Director of Information and Technology Services may publish a policy permitting reasonable personal use, subject to any conditions they consider appropriate.
- 3.2 The Director of Information Technology Services may publish additional rules and/or policies relating to the use of ITS Facilities (referred to in these regulations as the “ITS Rules”).
- 3.3 The ITS Rules may include (but are not limited to) provisions relating to:
  - 3.3.1 General conditions of use and expected behaviour when using ITS Facilities;
  - 3.3.2 processes, protocols and conditions for certain types of use of ITS Facilities; and
  - 3.3.3 monitoring the use of ITS Facilities.
- 3.4 The Director of Information Technology Services shall take reasonable steps to ensure that the ITS Rules, as amended from time to time, are brought to the notice of all users of ITS Facilities.
- 3.5 All persons using ITS Facilities must comply with these regulations, the ITS Rules and any reasonable direction (whether given generally or specifically) given by the

Director of Information Technology Services or their nominees regarding the use of ITS Facilities.

#### **4 Infringement**

- 4.1 Any infringement or attempted infringement of these regulations or any rules or policies adopted pursuant to or published in accordance with these regulations shall be considered misconduct under the relevant disciplinary procedures of the University (for example, the Student Discipline regulations), unless otherwise dealt with by any such rules or policies.
- 4.2 Access to particular facilities may be withdrawn by the relevant Head or Director of Service with the consent of the University Secretary pending disciplinary action, or may be made subject to such conditions as the relevant Head or Director of Service, with the consent of the University Secretary, considers appropriate to impose in the circumstances.

# General Student Regulations

## *Section 5 - Intellectual Property and Research Conduct*

*2020-21*

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## **1 Intellectual Property**

- 1.1 Subject to any specific agreements (including, but not limited to, research contracts, studentship and funding agreements), ownership and other matters relating to intellectual property created developed by students during their study at the University shall be governed by the University's Intellectual Property Policy published from time to time by the University Secretary.
- 1.2 Where the University's Intellectual Property Policy is amended or replaced, the version in force at the commencement of the relevant project or course shall govern ownership and other matters relating to intellectual property, subject to any specific agreement.
- 1.3 Notwithstanding the provisions of the University's Intellectual Property Policy, where student created intellectual property does not vest in the University, each student grants to the University an irrevocable, royalty-free, worldwide licence to use and sub-licence any intellectual property the student creates in the course of their programme of studies (including, but not limited to, exams scripts, essays, dissertations, theses, coursework assignments), or relating to their registration as a student for non-commercial administrative, promotional, educational, quality control, examination and teaching purposes including but not limited to scanning and storage of electronic copies of students' work.

## **2 Research**

- 2.1 The Research Ethics Sub-Committee may publish codes of conduct, rules and/or policies relating to research projects and related activities as part of undergraduate, postgraduate or short course taught, research programmes or other research activity (referred to in these regulations as the "Research Code").
- 2.2 The Research Code may include (but is not limited to) provisions relating to:
  - 2.2.1 research ethics policy and procedures;
  - 2.2.2 proper conduct of research, and the standards expected; and
  - 2.2.3 governance of research.
- 2.3 The Research Ethics Sub-Committee shall take reasonable steps to ensure that the Research Code, as amended from time to time, is brought to the notice of all persons conducting research within or on behalf of the University.
- 2.4 All employees, students and visiting researchers of the University, including persons holding honorary University appointments,

conducting research within, or on behalf of, the University must comply with these regulations, the Research Code and any reasonable direction (whether given generally or specifically) given by the Research Ethics Sub-Committee or their nominee regarding the conduct of research.

- 2.5 Any infringement or attempted infringement of this regulation 2 or any rules or policies adopted pursuant to or published in accordance with these regulations shall be considered misconduct under the relevant disciplinary procedures of the University (for example, the Student Conduct regulations), unless otherwise dealt with by any such rules or policies.

# General Student Regulations

## *Section 6 - Student Records*

*2020-21*

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**1. Accuracy of Records**

- 1.1. To prevent fraud, all students must be registered using the name on their passport, birth certificate, or marriage certificate.
- 1.2. Students must provide the University with the address at which they will usually reside while studying at the University (their term-time address).
- 1.3. Students must advise the University of any changes to their contact details including home and term-time addresses, email addresses, and telephone numbers at the earliest opportunity.

**2. Changes of Name**

- 2.1. A student or Alum has the right to change their name provided such change is not intended to deceive or defraud any other person.
- 2.2. The University shall only change a student or Alum's name in its records on receipt of a written request sent to the Associate Pro Vice-Chancellor: Academic and Student Services (Interim) (or nominee) that is accompanied by appropriate evidence of the change of name. The Associate Pro Vice-Chancellor: Academic and Student Services (Interim) (or nominee) may publish guidance on forms of appropriate evidence.
- 2.3. Change of name in the University's records shall not affect any certificates or transcripts already issued and the University will not re-issue certificates in a name other than the name under which a student was awarded save as provided for in regulation 2.4
- 2.4. The University will only change the name on a degree certificate retrospectively (that is, by issuing a further certificate in a different name) in cases where:
  - 2.4.1. there was an error on the certificate at the time it was issued;
  - 2.4.2. the change of name is associated with gender transition, where the Alum affirms a different gender identity and requests a re-issued certificate in the new name;
  - 2.4.3. the change of name relates to the personal security of the Alum (such as victim or witness protection), where the Alum has changed their identity and the police or security services recommend that the change includes the individual's qualifications.

In such cases the request to re-issue the certificate must be in writing and

sent to the Associate Pro Vice-Chancellor: Academic and Student Services (Interim) (or nominee), accompanied by appropriate evidence relating the new name and circumstances of the change and the original degree certificate (or a statutory declaration stating that the original certificate is no longer in the requester's possession and that they have carried out a diligent search for it and they are unable to recover it, together with a written undertaking to return the original degree certificate to the University if it should be found subsequently).

# General Student Regulations

## *Section 7 - Health and Safety, Liability and Miscellaneous Regulations*

*2020-21*

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## 1. Health and Safety

- 1.2. All students, prospective students, staff and others on University premises shall at all times;
  - 1.2.1. take reasonable care of their health and safety and of other persons who may be affected by their acts or omissions;
  - 1.2.2. co-operate with all members of the University staff in maintaining the requirements of the Health and Safety at Work Act 1974; and
  - 1.2.3. not intentionally or recklessly interfere with, or misuse anything provided in the interests of health, safety or welfare in the University
- 1.3. Additional policies, rules and provisions relating to health and safety matters shall be published from time to time by the Vice Chancellor or their nominee (referred to in these regulations as the “Health and Safety Policies”)
- 1.4. The Head of Health and Safety shall take reasonable steps to ensure that the Health and Safety Policies, as amended from time to time, are brought to the notice of all students, prospective students, staff and others on University premises.
- 1.5. All students, prospective students, staff and others on University premises must comply with these regulations, the Health and Safety Policies and any reasonable direction (whether given generally or specifically) given by the Head of Health and Safety or their nominees regarding health and safety related matters.

## 2. Liability

- 2.2. This regulation limits the legal liability of the University or its officers, employees or agents to students in certain circumstances;
- 2.3. Nothing in these General Student Regulations (including this regulation) or the Academic Regulations shall limit or in any way restrict any liability:
  - 2.3.1. For death or personal injury caused by the University’s negligence or the negligence of the University’s employees, agents or contractors;
  - 2.3.2. For fraud or fraudulent misrepresentation;
  - 2.3.3. For breach of the terms implied by the Supply of Goods and Services Act 1982
  - 2.3.4. For defective products under the Consumer Protection Act 1997;
  - 2.3.5. For unlawful discrimination arising under the Equality Act 2010;
  - 2.3.6. Arising under the Protection from Harassment Act 1997

2.4. The University (and its officers, employees or agents)'s liability for distress or anxiety (falling short of personal injury) is limited to a maximum of £750 but this limit shall not apply to distress or anxiety caused by any unlawful discrimination;

2.5. Where a student:

2.5.1. Is enrolled on a course that leads to professional registration which entitles that student to practise that profession without a further period of study or training; or

2.5.2. Has given written notice that they hold a firm offer of a job that requires them to complete the course (including the starting pay of the job) to the University Secretary prior to enrolling on the course;

the University (and its officers, employees or agents)'s liability for loss of earnings shall be limited to one year's loss of earnings. If a student is not registered on such a course or has not given such written notification, the University shall not be liable for any loss of earnings or loss of profit.

2.6. The University (and its officers, employees or agents) shall not be liable for:

2.6.1. Any loss that a student would not have suffered if they had taken reasonable steps to avoid or reduce the loss;

2.6.2. Any loss arising from a breach of any procedural requirement or step required by any policy, procedure or regulation (including these regulations), if such loss would have arisen in any event had the procedural requirements been met or the procedural steps been followed;

2.6.3. Any loss or damage to students' personal property, including, but not limited to, the transfer of computer viruses to your equipment;

2.6.4. Indirect or consequential loss other than as provided for by regulation 8.4 above.

2.6.5. Any loss of academic work after it has been submitted unless the student has kept a backup or a detailed photographic record if it is not possible to keep a backup (for example of original artwork). In any event the University's liability for any loss of academic work once it has been submitted for assessment shall be limited to the cost of materials and if the academic work had not been assessed, an appropriate reassessment opportunity.

2.7. Where the University is liable for the acts or omissions of its officers, employees or agents, no individual officer, employee or agent shall have personal liability to a student in respect of those acts, other than for fraud, bribery or for negligence which results in death or personal injury.

- 2.8. Neither party shall be liable to the other for any loss arising from matters outside the party's control which could not have been foreseen or prevented even if the party had taken reasonable care. This includes (but is not limited to), strikes, industrial action (within the University or at third parties), staff illness, under or over demand from students, severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic of disease, or failure of public utilities or transport systems.

### **3. Miscellaneous**

#### **3.2. Severability**

- 3.2.1. If any provision of the regulations or other document governing the relationship between the University and a student is or becomes void, illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions

#### **3.3. Assignment**

- 3.3.1. Students are prohibited from assigning or transferring their registration or any of the rights and obligations arising from it to a third party

#### **3.4. Third parties;**

- 3.4.1. Any officer, employee, or agent of the University may enforce regulation 8;
- 3.4.2. Save as provided for by regulation 9.3.1 neither party intends that any of these regulations will be enforceable by any third party, by virtue of the Contracts (Rights of Third Parties) Act 1999

#### **3.5. Notices**

- 3.5.1. Any notice given under these General Student Regulations will be in writing.
- 3.5.2. The University will send any notice to a student either to their term-time or home address as appropriate and/or by email, to their University email address.
- 3.5.3. Notice to the University should be sent by first class letter addressed to the University Secretary at London Metropolitan University, 166-220 Holloway Road, London N7 8DB or such other address as may be notified to students from time to time.
- 3.5.4. Notice shall be properly served when delivered by hand or 48 hours after being posted if sent by pre-paid first class post or by email.

3.6. Waiver

3.6.1. Failure to enforce any of the provisions of the regulations or other document governing the relationship between the University and a student (including enforcing any sums due) will not constitute a waiver of any provision and will not affect the University's right to enforce that or any other provision

3.7. Entire agreement

3.7.1. These General Student Regulations, the Academic Regulations and the documents they refer to override any other communication, document or representation made by or on behalf of the University, either in writing or orally.

3.7.2. These General Student Regulations, the Academic Regulations and the documents they refer to are the entire understanding between a student and the University about their course and replace any other undertakings or representations.

3.8. English law and jurisdiction

3.8.1. The relationship between a student and the University shall be governed by the laws of England and Wales and both parties agree to submit to the jurisdiction of the Courts of England and Wales.