



KMS 101 Student Agreement 2024-2025

University Centre Kingston Maurward

Higher Education

Accessibility and alternative formats

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university.centre@kmc.ac.uk to request this.

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Summary

Studying on degree level programmes is a big decision for most. This Student Agreement provides terms and conditions for students applying to and studying higher education programmes at University Centre Kingston Maurward.

This Student Agreement forms the basis of the contractual relationship between you, the student, and us, your Higher Education Provider. This document sets out the rights and responsibilities of both you as a student of Higher Education, and the College as your chosen provider of degree level programmes.

It is important that you read this Student Agreement before applying to UCKM, accepting an offer, or enrolling with us.

This Student Agreement explains:

- The implications of accepting a place on a Higher Education programme and where to find further information on our policies and procedures
- How to cancel your place on the programme should you need, or wish, to do so
- The key Terms and Conditions set out in your Student Agreement
- How we communicate and consult with you on any proposed material changes to the terms of your Student Agreement and Programme

Some of these things may not seem especially important now, but you need to know that they are there, and to be able to find them easily later if you need to.

It is important to read, understand and agree to abide by the key terms and conditions by signing a copy of this Student Agreement at enrolment.

Your Student Agreement also refers to important programme information and important programme cancellation information.

Please read this agreement, ask us for advice on 01305 215000 if you have any questions about the information provided, and keep it safe so that you can refer to it later throughout your studies with us.

1. Terms for Applicants

1.1 Admissions

1.1.1 To apply for degree-level programmes at UCKM you must use one of the following processes:

a) **Applications for Degree-Level Programmes**

Foundation degrees, HND, HE Certificate, HE Diploma, BSc must be made through the University and College Admissions Service.

[UCAS Website](#)

b) **Students from Kingston Maurward College**

Applying for only one degree-level programme internally to progress from Level 3 to a programme at Level 4, or above, and they do not intend to apply to external programmes via UCAS, can apply directly through their MyKMC student portal.

c) **Students from Kingston Maurward College**

Applying for only one degree-level programme internally to progress from a foundation degree or HND to a BSc (Hons) Top Up programme can apply directly to the College via the website.

[Kingston Maurward College Website](#)

d) **Applications for Part-time Only Degree-Level Programmes** can be made directly to the College via the website.

[Kingston Maurward College Website](#)

1.1.2 Entry requirements: Applicants will be expected to demonstrate skills and qualification that show you will be able to meet the demands of your UCKM programme. You may view specific programme entry requirements on our website and in the Programme Specification. There may be an interview and we may ask for references.

1.1.3 UCKM considers all applications on equal merit using transparent academic and non-academic entry requirements to support judgements made during the application process.

1.1.4 It is important that the information you provide in your application is as accurate and complete as possible. Missing or wrong information may affect our offer decision. Where application information provided is untrue or misleading, we may withdraw an offer of a place.

[UCKM Accessibility Duty and HE Reasonable Adjustments](#)

1.1.5 Specific information the College needs to be informed about in order to make reasonable adjustments to support you in your studies includes, but is not limited to:

- Disabilities or Long-term Medical Conditions
- Neurodiversity diagnoses such as Dyslexia, Dyspraxia, Dyscalculia, ADHD, ADD and/ or Autism
- Looked After Child, or under the Leaving Care system
- Other factors that may affect your learning such as dependents, carer responsibilities

1.1.6 If you have accepted an offer of a place, we will ask you to tell us about any disabilities, medical conditions or other support needs you have which may be relevant to your programme of study or life at UCKM.

The information you provide will be used by the University Centre to assess how a condition, disability or support need might affect your participation in your chosen course or other aspects of life at UCKM (including any risks to your health and safety and that of others) and to put agreed adjustments and support in place wherever reasonably possible, to remove potential barriers to your full participation in college life and your learning.

The information you provide is treated confidentiality with access restricted to the Admissions and Learning Support Teams. For further information please see our [KMS 860 Data Protection Policy](#).

See our HE Admissions Policy and Procedure if you are an applicant with a Disability, Medical Condition or Other Support Need

[KMS 104 HE Admissions Policy](#)

[KMS 106 HE Reasonable Adjustments Policy](#)

1.1.7 If you have a disability or need additional learning support, we recommend that you contact us as soon as possible so that we can explore the support available to you and discuss reasonable adjustments that can be put in place to enable you to access your learning. If you are enrolled on a foundation degree, HND or degree programme, funded one-to-one support is available through the Disabled Students Allowance (DSA) following an assessment and agreement of learning support need.

If you are not a UK based student, you will not be eligible for DSA support but can still access our Learning Support Service.

For further information please see [KMS 106 HE Reasonable Adjustments Policy](#).

1.2 Offers

1.2.1 When you make an application to a programme you will be made an offer of a place as follows:

Conditional Offer – to be accepted on the programme you must meet academic and/ or non-academic conditions of entry. For example, this could be gaining a certain grade in your current course of study.

Unconditional Offer – you have met the expected entry requirements of the programme applied for.

Unsuccessful Application – you are not eligible to be offered a place on the programme applied to. This could be that your current qualifications or level of study do not meet the specified entry requirements. The reason for the decision will be explained in our application decision letter to you.

For a more detailed explanation of application and offer processes please view our [KMS 104 HE Admissions Policy and Procedure](#).

1.2.2 When you accept your offer, you will agree to terms set out in this Student Agreement.

1.2.3 You will not be able to accept your offer and start your course if you are not in a position to start attending classes in person at the University Centre

by the required date. This will be the course start date in your offer letter unless we agree a later start deadline with you in advance.

- 1.2.4 If you are an international student, please see the [section 6](#) of this Student Agreement for International Students and the UCKM Admissions Policy and Procedures.

1.3 Cancelling After you Accept your Offer but Before Starting your Course

- 1.3.1 You have the right to change your mind and withdraw from your Student Agreement with us, without giving a reason, within 14 days of the date of accepting your offer from us.
- 1.3.2 If you want to withdraw during this 14-day cancellation period, you must contact us, our email address is universitycentre@kmc.ac.uk. You can tell us that you want to withdraw by using the withdrawal form in the appendix of this Student Agreement, email or letter.

Alternatively, if you have accepted an offer of a place on an undergraduate course via UCAS, you may contact UCAS directly.

- 1.3.3 If you paid a deposit when you accepted an offer, and you withdraw within 14 days of accepting the offer from us, we will refund that deposit in full. If you wish to claim a refund, you must notify us in writing to universitycentre@kmc.ac.uk. If you are entitled to a refund, we must pay it to you within 14 calendar days of you withdrawing.
- 1.3.4 If you would like to defer your entry, you must contact us, using our on-line form at [Change to Application Form](#). You should be aware that tuition fees are subject to change which means fees may increase. If you have paid a deposit we will not refund it unless you cancel within 14 days of accepting the offer for the deferred entry.

1.4 Cancellation and Withdrawal at the Start of your Course

- 1.4.1 When you complete your enrolment you agree that this Student Agreement will apply to you immediately.

As well as the cancellation right in [section 1.3](#) prior to enrolment, you have the right to withdraw from your course after you have enrolled, within 14 days after the course start date.

If you want to withdraw, you must contact us using the details at the top of your offer letter. You do not have to give a reason. You can tell us that you want to withdraw by email or letter, or using the [online form](#).

- 1.4.2 If you withdraw within 14 days after the course start date, we will refund any fees that you paid on registration. If you wish to claim a refund, you will need to notify us in writing to university.centre@kmc.ac.uk. If you are entitled to a refund, we must pay it to you within 14 days of you withdrawing.
- 1.4.3 If you are not able to start attending classes in person at UCKM by the course start date in your offer letter, or any later start deadline notified to you, we will cancel your enrolment and offer of your programme place. You will not be able to complete your enrolment and start your studies, even if you have completed all or part of our enrolment process and accepted this agreement. If you have not fully completed your enrolment then you will not be liable for fees, and you will be eligible for a refund if you paid any fee deposit. UCKM will not cancel your enrolment, where you have notified the College in writing, of temporary extenuating circumstances (e.g. illness, bereavement) and UCKM have written to you with agreement of a revised start date or deferral to accommodate your circumstances.
- 1.4.4 You may withdraw from your course or apply to put your studies on hold by deferring your course after the 14-day cancellation period has ended.
- See [paragraph 7.3](#) (Ending or suspending the student agreement) for more information. In these circumstances we may not refund all the fees you have paid.

There may also be financial implications for your arrangements with the Student Loans Company or other financial support and we recommend

you clarify the implications of financial regulations and requirements for withdrawal directly with your sponsor.

For further information see [paragraph 5.6](#) of this Agreement (Financial arrangements on withdrawal, suspension, or other interruption).

1.5 Changes to your Programme or UCKM Services Before you Enrol

- 1.5.1 The course information on our website and in your Programme includes a list of the core (mandatory) and option units (where you may choose your option unit, as set out in your programme specification).

[Kingston Maurward College Website](#)

We do not guarantee that an option unit will run or be available to all students. Your choice of option units may be restricted by us in view of limits on timetabling, staffing, facilities, or the number of places on the unit or external circumstances, such as any general public health measures in place. Confirmed option unit choices for the academic year will be available to you prior to your enrolment.

- 1.5.2 The paragraphs in this Student Agreement below (see paragraphs 1.5.3 to 1.5.9) cover changes to this Student Agreement which UCKM decides to make before you enrol, for reasons other than Events Outside Our Control (such instances are covered in [paragraph 7.1](#)).

- 1.5.3 We may change our admissions requirements for future applications to a programme. Once we have published the admission requirements for a specific intake or an academic year, we will only change these in exceptional circumstances, for example where statutory or regulatory requirements require the change to be made. We will notify you as soon as possible of any such changes and any potential impact on your application.

- 1.5.4 It is important that we can update or amend courses. We do this to make sure that the curriculum, teaching and learning methods and forms of assessment are up to date and relevant for employment, to maintain academic standards, enhance the quality of learning opportunities for

students and opportunities for skills development of relevance to employers.

1.5.5 We make programme changes for enrolled and potential students, only after careful consideration and confirming with you that the overall effect of the change is either neutral or advantageous to enrolled and potential students.

We will seek to minimise the impact of the changes on offer holders and any negative impact on student experience. Please also note [paragraph 7.1](#) (Events outside our control) which may result in changes to programme delivery in exceptional circumstances.

1.5.6 If you have applied for a course, we will contact you by e-mail if we make material changes to the course information on our website or to other information we have given to you, including this student agreement. We will contact you within 10 working days from making a change to a programme to notify you of the change and for your agreement to continue your application.

1.5.7 In communicating with you on this we will detail the changes made to your chosen programme and the reasons for these changes. We will also ask for your written consent to these changes. If you do not consent to these changes, we will contact you to discuss how we can support you in your intended application and your permission to continue the application process in light of planned changes.

1.5.8 Support may include:

- Further clarification of the proposed changes that may help you understand and give your consent.
- Support to find alternative programmes or provision that would meet your needs.

1.5.9 If a material change is not required because of an Event Outside Our Control, and it causes you exceptional hardship, we will consult with you

and take appropriate further steps to reduce any adverse effects for you. There may be limits or conditions on any offer that we make to you.

1.6 Programme Withdrawal or Cancellation

1.6.1 The College may need to cancel or withdraw a programme. The College may cancel or withdraw programmes under the following conditions:

- It has not received enough applications or confirmed places to be able to offer a programme without detrimental effect on student experience
- A new programme has not been successfully validated by the awarding body prior to the planned start date of the programme to allow enrolments to take place. We will have advertised these programmes as "Subject to Validation."
- Closure or redundancy in academic departments that means that the College is no longer able to offer the provision applied for.

[KMS 103 Student Protection Plan](#)

1.6.2 If we need to withdraw or cancel programme delivery, we will make that decision as early in the UCAS application cycle as possible. If we need to cancel or withdraw a programme after the UCAS application cycle has started, in an academic year, we will aim to close programmes on the UCAS website before the first January application deadline programme (where a programme requires the October application deadline (Medicine, Dentistry, Veterinary Science) we will close the programme before this date instead).

1.6.3 If the programme is cancelled or withdrawn after the January deadline we will aim to close the programme before the 30 June. The College will ensure that applicants are released as early as possible to be able to take alternative offers as quickly as possible

1.6.4 In exceptional circumstances we may need to cancel or withdraw a programme after the 30 June, after the results embargo is lifted in mid-August. This is still within the Clearing period and the College will ensure that applicants are released as early as possible to be able to take alternative offers as quickly as possible.

Please also refer to [paragraph 7.1](#) of this Student Agreement, Events Outside Our Control.

- 1.6.5 If we withdraw or defer a course that you have applied to, we will consult with you, and make you an offer of alternative arrangements. For example, we may offer a suitable replacement course or a refund of fees and your deposit if you and/or your sponsor have paid one. There may be limits or conditions on the offer.

Please see our [KMS 103 Student Protection Plan](#) and [KMS 706 Refund and Compensation Policy](#) for more information.

1.7 Admissions Review and Complaints

- 1.7.1 If you want to request a review of an admissions decision, you should follow the procedure set out in the [KMS 900 Complaints Policy and Procedure](#). Applicants wishing to submit a request for a review of an admissions decision should do so to the Complaints Officer via views.complaints@kmc.ac.uk within ten working days of notification of the University's decision.

You can only request a review of an admission decision if there is evidence that UCKM and/or the awarding University has failed to comply with its policies and procedures or if relevant new information relating to your application is available.

- 1.7.2 If you would like another person to support or represent you (not normally a legal professional) in relation to review of an admissions decision, you will need to provide clear evidence of their authority to be involved and explain whether they are authorised to make representations and take decisions on your behalf.
- 1.7.3 We will aim to write to you with our response within ten working days. Our decision on admission following the review is final and there can be no further appeals to the College.
- 1.7.4 If you want to complain about our recruitment, admissions or admissions review processes, you should do so via the Complaints Officer via

views.complaints@kmc.ac.uk within one month of the matter you are complaining about. We will only consider a complaint that you make later than this in exceptional circumstances.

- 1.7.5 We will aim to respond within ten working days of receiving the complaint. You must provide copies of all information relevant to your complaint and the outcome you want.
- 1.7.6 We will consider whether your complaint is within the scope of the policy. If the complaint is not within the scope of the policy, we will write to you and give you the reasons. If your complaint is within the scope of the policy, we will attempt to resolve it. See the [KMS 900 Complaints Policy and Procedure](#) for more information.
- 1.7.7 If you would like another person to support or represent you (not normally a legal professional) in relation to an admissions complaint, you will need to provide clear evidence of their authority to be involved and explain whether they are authorised to make representations and take decisions on your behalf.
- 1.7.8 We will normally write to you with our response to the review of your appeal or complaint, within 20 working days as long as you gave us all the necessary information. If there is a delay for any reason, we will tell you and keep you informed of progress.

Our decision following this review is final and there can be no further appeal except in circumstances set out in paragraph 1.7.9 below.

- 1.7.9 Complaint to the Office of the Independent Adjudicator (OIA): Students who register on a course and are then required to leave UCKM because of an irregularity in their application, or whose complaint relates to the information the university supplied prior to admission, may submit a complaint to the [Office of the Independent Adjudicator](#). The OIA may also review a complaint from a former student who has either withdrawn from a programme of study or has been required to leave and later applies for re-admission.

The OIA have published criteria for complaint eligibility for review.

[OIA Criteria for Complaint Eligibility](#)

2. General Terms for Current Students at University Centre Kingston Maurward

2.1 UCKM and Student Obligations

2.1.1 When you start your studies at UCKM, you will become part of a diverse community of students and staff from a wide range of backgrounds. We are committed to developing an inclusive environment, where all who study and work at UCKM are treated with dignity and respect and are given the opportunity to achieve their potential irrespective of their background and we expect all students to behave in a manner that supports this.

[KMS 102 UCKM Student Charter](#)

Bullying, harassment or victimisation of any sort, including through social media, will not be tolerated and allegations of this nature will be considered under the HE Student Disciplinary Procedure (see [paragraph 3.6](#)).

If you wish to discuss or report any concerns and/ or safeguarding or matters of concern, please contact 01305 215035 option 1 or 07500661340.

Please also see [KMS 250 Safeguarding Policy](#) for more information.

2.1.2 You will be expected to adhere to the academic regulations governing your programme

[Regulations for validated awards of The Open University](#)

If you are undertaking a research project or dissertation, you must comply with the [Research Ethics Framework](#).

2.1.3 If you are processing personal data (data relating to identifiable living individuals) for the purposes of research or learning you must use this data

only for the purposes of that activity and ensure compliance with the [KMS 860 Data Protection Policy](#).

You must follow instructions or procedures notified to you by UCKM staff and relevant requirements referred to in paragraph 4.2.7 of the [KMS 860 Data Protection Policy](#). You must store the data securely and not share it without permission. This applies to any use, storage, sharing or other action you take in relation to personal data. It is your responsibility to be aware of relevant requirements and restrictions in relation to any personal data you are processing.

2.2 Health, Safety and Security

- 2.2.1 UCKM provides a range of information and support on wellbeing, safety and safeguarding through our Student Welfare Team (121). This includes website and VLE information and guidance, as well as face to face support on campus.
- 2.2.2 You must report any accident, incident or near-miss you are involved in on campus via our 'Online Accident & Incident Reporting Tool' on MyKMC or via a member of academic staff.
- 2.2.3 You must tell your programme leader as soon as possible if you suffer any illness or other circumstance that means that you are unable to attend scheduled academic events, or that may affect your academic performance. If you have a serious contagious disease, you should tell us as soon as possible and not attend until you have been told that it is safe to return.
- 2.2.4 You must comply with any instructions given by UCKM about health and safety and fire safety. You must:
- Follow the Fire Evacuation procedures including evacuating a building promptly on hearing the fire alarm, and obeying instructions given by staff
 - Alert a member of staff as early as possible if you are unable to follow Fire Evacuation procedures (either on a temporary or permanent basis)

– you will be supported to complete a Personal Emergency Evacuation Plan as part of your enrolment.

- Not tamper with, move or cover any fire equipment including extinguishers, smoke/heat sensors and alarms. Tampering with, or removing, fire and health & safety equipment is breaking the law and will attract a financial penalty and under certain circumstances can lead to criminal prosecution. This includes unlawfully setting off alarms and extinguishers, covering or tampering with smoke/heat detectors and propping open fire doors without prior approval from a UCKM staff member.
- Wear suitable overalls, ear/eye protection or protective clothing as directed by staff.
- Comply with any measures UCKM has determined to be necessary to appropriately manage risks associated with any infectious disease and/or fulfil public health guidance, such as any requirements regarding physical distancing or personal hygiene.
- Comply with any measures UCKM has determined to be necessary to manage risk around animals, machinery, and firearms.
- Ensure that a risk assessment is carried out where it is relevant to your activities and ensure that you comply with all control measures required under the assessment.

2.2.4 You must not smoke or use electronic cigarettes or vaping devices in UCKM buildings, at entrances to our buildings or within five metres of our buildings. You must not smoke or vape in any vehicles owned, hired or operated by or on behalf of UCKM.

You also must only smoke or use electronic cigarettes or vaping devices in areas designated as 'smoking areas.'

2.2.5 Please always be aware of security. If you become aware of an intruder at UCKM, or someone acting in a suspicious manner, you should report the matter immediately either directly to our Estates Security staff:

Reception (01305 215000 or enquiries@kmc.ac.uk), or via our emergency number (+44 (0)7860 956576 (24 hours).

Security incidents (including theft etc.), should also be reported via our 'Online Accident & Incident Reporting Tool available on MyKMC.

- 2.2.6 You are responsible for and must look after any equipment or property that we allocate to you or authorise you to use. You may need to pay for repair or replacement if items are damaged, lost or stolen. We will give you further information when we provide equipment.
- 2.2.7 We reserve the right to question and request to examine any articles in your possession if there is good cause to do so and where there may be a risk to the safety, or there is a perceived risk to safety, to you, staff and student members of the KMC community and/or visitors. We may also act if there is a perceived threat of damage to, or destruction of, college buildings and property.
- 2.2.8 All vehicle users (including e-vehicle users and cyclists) at UCKM must comply with traffic signs and notices and with instructions. We have rules for car parks and cycle facilities. To ensure that campuses remain safe for all users, bikes, scooters and other micro-mobility vehicles are not to be used on shared pedestrian pathways.
- 2.2.9 We may act under the Student Disciplinary Procedure (see [paragraph 3.6](#)) if you do not comply with the above rules on health, safety, fire and security.

2.3 Safeguarding and Prevent Duty

- 2.3.1 We take additional steps as appropriate to safeguard students who are potentially vulnerable, such as those protected under the [Equality Act 2010](#). The College as an institution of Further and Higher Education has a statutory duty to safeguard those under 18 and vulnerable adults over 19 years as expected by [Keeping Children Safe in Education](#). More information about relevant policies is available [here](#).

2.3.2 The College's statutory duty is to act on information either about yourself or another person you tell us about if there is a concern about your or someone else's well-being or safety at the College. The College has a statutory duty to report concerns to the relevant authorities.

2.3.3 The College reports safeguarding and Prevent duty concerns through the MyConcern portal. Concerns raised with staff will be reported through this method. MyConcern informs the Designated Safeguarding Lead (DSL) for the College of concerns for action by the Safeguarding Team.

2.3.4 Guidance about support for sexual assault, harassment, hate crime or incident, and how to report this, is available on [our website](#).

2.3.5 The Safeguarding team are located in the LRC if you want to see them in person.

You can also contact the Safeguarding Team as follows: -

Telephone:

01305 215035, option 1 (during the college day)

Mobile:

07500 661 340 (this number also accepts text messages)

Email:

safeguarding@kmc.ac.uk

2.3.6 The College also has a statutory duty under the [Prevent Duty](#). This includes taking actions to protect students from radicalisation and extremist behaviour.

2.4 Services

2.4.1 Library and learning resources.

All enrolled students are entitled to be members of the Library and must comply with the Library rules and policies. If you do not comply with the Library rules and policies, we may apply sanctions under those documents. (see [paragraph 5.4](#))

We may act under the [KMS 107 Student Disciplinary Procedure](#) (see [paragraphs 3.6](#) for more information about sanctions and 2.4.2 for

Information, computing and technology). When copying copyright materials, you must comply with the law. Brief guidance is available on the LRC Teams page, or via the [Copyright Licensing Agency](#).

2.4.2 Information, computing, and technology.

As authorised users, all students have access to UCKM computers and telecommunications networks, facilities, resources, and services used or provided by UCKM, including telephone, wireless and Internet services. We call these our IT resources. Unless other specific rules apply, when using UCKM's IT resources you must follow the [KMS 450 ICT Security Policy](#). This means you must comply with the:

- [Appendix B - ICT Acceptable Use Policy](#)
- [Associated UCKM IT policies, rules and procedures](#)

2.4.3 Our IT resources are only available to those we authorise to use them. So, you must not share your UCKM login and password with anyone, including allowing third parties access to them. To protect our network, you must:

- Not connect any hardware to our physical network, download any software to UCKM provided hardware, unless you have specific permission from UCKM IT Services or make unauthorised changes to UCKM provided/managed hardware device configurations that lessen or disable any security configuration or tooling; and
- Apply security updates and use security tools and measures as required by IT Services and UCKM Information Security Policy whenever you log into UCKM systems (whether on a personal or UCKM device). This will include providing contact details or other information as necessary for authentication or password reset measures.

2.4.4 Further rules or restrictions apply to some of our IT resources and services for licensing or other reasons. For example:

- UCKM access to the Internet is via the KM College Wi-Fi service.

- UCKM access to the Internet must not be used to buy or sell any goods or services commercially; or to promote your or a third party's business. You may, however, promote official UCKM clubs and societies following the Social Media Policy within the [KMS452 e-Safety Policy](#).
- We may have licensed resources on terms that only allow use for educational purposes, and not for personal or commercial use. If you are intending to use any resources for a purpose not directly required for your study, you must check whether any restrictions apply and comply with any guidance we give you.

2.4.5 If you do not comply with UCKM's Information policies (including as set out in paragraph 2.4.2), we may apply sanctions, and we may stop you accessing resources. Breaches may also result in action under the [KMS 107 Student Disciplinary Procedure](#) (please also see [paragraph 3.6](#) of this Student Agreement).

2.4.6 ID cards

When you enrol, you will get an ID card. You must carry this card when you are at UCKM and show it to authorised representatives of UCKM if they ask for it.

You may need to use the card to use some facilities or services. The card is for your use only.

If you lose your card or it is stolen, you must report it to a member of staff or to the Library immediately, so that we can block the number to prevent its misuse. We will charge you for a replacement card.

2.5 Placements

2.5.1 Placements for undergraduate students.

Foundation degrees and HND programmes will include a requirement to undertake a work-related placement.

To meet the learning outcomes for these programme types, you are responsible for finding and applying for placements. Your module and programme leaders will support you with this, see our [Work Based Learning Policy](#).

Support will include:

- Industry advice and guidance.
- guest speakers from potential placement providers.
- learning activities to support research for possible providers.
- 1-1 support to discuss progress with finding placements to develop ways to approach providers.
- Reflective practice in researching and securing placements.

2.5.2 If you have not been able to arrange a placement in the expected timescales of the module delivery, you may be required to trail assessed units such as Work Based Learning into your second year.

2.5.3 If you were unable to gain a placement to meet learning outcomes due to factors outside of your control, then extenuating circumstances may apply (see [section 4.1.4](#) of this Student Agreement).

2.5.3 If you were unable to secure a placement without a clear reason or because of lack of engagement with support provided to secure a placement, it may incur an academic penalty such as a capped mark for an assessed module such as Work Based Learning.

Programmes will require that this unit be awarded at least a pass grade before a full award can be given. Students required to repeat the unit to completion to receive a final award may incur additional fees.

Failure in an assessed Work-Based Learning module required for a final award once all opportunities to re-sit or re-submit the module assessments

have been exhausted, will mean that you will not have been awarded sufficient credits to be awarded your final qualification. This may lead to withdrawal from the programme. You would be eligible for certification of credits or exit awards you have achieved.

[OU Academic Regulations](#)

2.6 Transport

- 2.6.1 Degree level students at UCKM can access the regular Kingston Maurward College transport provider to be able to travel to the main College campus. The transport is provided by an external provider and will have charges associated with it.
- 2.6.2 Students wishing to use this facility should ensure they apply for transport as early as possible to ensure that a suitable place on a bus route can be allocated. The College cannot guarantee a place if an application is not made in good time. Details of transport will be provided on application.
- 2.6.3 Applicants are encouraged to apply for transport on application so that places can be allocated. Student will then take their place on the transport once enrolled. Allocation of a place for transport can be later withdrawn if not needed. Allocation of a place on college transport is not an acceptance of a place based on academic conditions, but just an intention to use the service if needed.
- 2.6.4 Students will be expected to follow student behaviour codes of conduct whilst using the service. Failure to do so may result in action under the [KMS 107 Student Disciplinary Procedure](#) (please also see [paragraph 3.6](#) of this document).
- 2.6.5 Students will be responsible for ensuring they meet any expectations on payments for transport. Failure to do so may lead to their place being withdrawn from the buses to enable them to attend UCKM. Hardship and bursaries may be available to support costs of transport fees.

Advice may be obtained from 01305 215034 ex. 3.

[KMS 708 HE Student Debt Policy](#)

2.6.6 Complaints on transport services – If you experience an incident or wish to raise a complaint regarding the transport you access to get to College, that is operated by a company used by UCKM to provide transport then you can contact transport@kmc.ac.uk.

The Transport Team can then discuss this with the provider to take action. If you use public transport this may not be a matter the College has authority to take action and you will need to contact the relevant company direct.

2.7 Course Changes After You Register

2.7.1 The course information on our [website](#), in your Programme Specification and your Student Handbook is made available after you enrol. This includes further information of the core (mandatory) and option units (where you may choose your option unit, as set out in your programme specification).

We will consult with you to obtain your agreement prior to any change in your programme specification to mandatory units.

We do not guarantee that an optional unit will run or be available to all students. Your choice of optional units may be restricted by us in view of limits on timetabling, staffing, facilities, or the number of places on the unit or external circumstances, such as any general public health measures in place.

2.7.2 The paragraphs below cover changes which UCKM decides to make for reasons other than Events Outside Our Control (such Events are covered in [paragraph 7.1](#)).

2.7.3 It is important that we can update or amend courses. We do this to make sure that the curriculum, teaching and learning methods and forms of assessment are up to date, to maintain academic standards and enhance the quality of learning opportunities for students.

- We formally review our courses periodically under the [UCKM Quality Handbook](#)

- We may also make changes under the UCKM Quality Handbook, these changes will not alter the nature, focus or purpose of the course
- We may also need to amend other information that we have given to you, including to this Student Agreement. We will consult with you prior to any changes being made and implemented

2.7.4 We will normally make changes only if the overall effect is either neutral or advantageous to students. Negative changes may sometimes be unavoidable because of unforeseen issues such as staff availability, student numbers or the availability of other resources. We will seek to minimise the impact of the changes on students and any negative impact on student experience and will consult with you in writing, seeking your consent prior to implementation of a material change.

Please also note [paragraph 7.1](#) (Events outside our control) where changes to a programme may be required. For further information please also refer to the [KMS 103 HE Student Protection Plan](#).

2.7.5 Updates to a course following a formal review or under the modification's procedure will usually apply only to new intakes of students. However, in some circumstances, changes may affect current students. If a proposed change does affect current students and is a material change to information that we give you when you enrol, we will consult the affected students under the procedure in paragraph 2.7.7 of this Student Agreement.

Examples of material changes include but are not limited to:

- A change of award or course title
- A change in the aims or outcomes of a course
- A change in the place of delivery
- A change to the overall programme assessment methods or learning and teaching methods, we will not normally consult students about changes to information that was marked as indicative. Indicative

information and changes may include, but are not limited to, detailed information about teaching activities

2.7.6 If a proposed material change will affect current students as described in paragraph 2.7.5, we will inform the affected students and normally we will not implement the change for current students, unless we obtain the explicit agreement of each individual affected student.

We will make reasonable effort to obtain student agreement for the changes and we will inform the affected students if we implement the changes to gain their agreement in advance to these changes.

It is important that you respond to our consultation with you on any proposed change, within the consultation period provided by us.

2.7.7 To gain your consent we will consult with you through the following actions:

- Share and explain the proposed changes and what they mean to you in writing
- Gain your individual written consent or agreement – this will be through a survey your Programmes Teams page. This link will also be available via the College website with a timescale for you to make your response

2.7.8 If we make a material change to your course with the support of other students for reasons other than an Event Outside Our Control (see [paragraph 7.1](#) of this Student Agreement), or we make a material change to information given to you, and in either case you did not agree to the change in response to our consultation and it disadvantages you, we will take further steps to understand and reduce adverse effects for you. There may be limits or conditions on any offer that we make to you.

2.7.9 In some cases we will review a course because we are considering closing it for future intakes. This may include the withdrawal of support for a programme by an awarding body or University the College is partnered with. If we decide to close a course, we will make sure that appropriate

arrangements are in place until current students have completed the course.

Please refer to the [KMS 103 HE Student Protection Plan](#) for further information.

2.7.10 If this is not possible (for example where an interruption of study has caused a delay in a student being able to complete the course) we will arrange for the transfer of students to another suitable course. We will manage and maintain academic quality and standards and provide appropriate learning opportunities.

Please see our [KMS 103 Student Protection Plan](#) and [KMS 706 Refund and Compensation Policy](#) for more information.

2.8 Intellectual Property (IP)

2.8.1 We do not automatically take ownership of intellectual property that you create as part of your studies or your research. However, in some circumstances, we will need you to transfer intellectual property to UCKM or a third party. This will sometimes be necessary before you can participate in a specific project, for example if a third party is funding research or other work.

2.8.2 Teaching and learning materials such as lecture notes, slides, hand-outs, recorded lectures and electronic resources are provided to you only for your own private study purposes.

You must not use them for any other purpose, share them with anyone else who is not on your course or make them public (including by uploading them to an internet site or social media platform) without prior confirmation from us that your proposed use is authorised or permitted by the owner or licensee of the legal rights in the materials.

2.9 Complaints

2.9.1 If you have a complaint about us, please follow the procedure in our [KMS 900 Complaints Policy](#).

2.9.2 The Student Complaints: Policy and Procedure applies to complaints about courses, services or facilities provided by UCKM. It does not apply to matters dealt with separately such as:

- Academic appeals about examinations or assessments (see the [KMS 111 Academic Appeals Policy](#))
- Allegations of harassment by a member of the UCKM community (see the [KMS 107 Student Disciplinary Procedure](#))

2.9.3 UCKM often acts as a Partner College to Universities, you must exhaust the UCKM's complaints procedures to the full before referring your complaint to partner Universities.

2.9.4 It may not be possible to investigate or act on anonymous complaints and we will only do so in exceptional circumstances. This may include, but is not limited to, complaints regarding safeguarding or prevent issues and concerns.

2.9.5 We will not investigate a complaint made on your behalf by a third party unless you have appointed the third party as your representative to manage the complaint on your behalf. Anyone involved in a complaint can be supported and/or represented by a third party (but not normally a legal adviser) at each stage.

2.9.6 The [KMS 900 Complaints Policy](#) has three stages; Informal stage, a Formal stage and a Review stage. You can only ask for an appeal of a complaint decision once you have completed the formal procedure stage.

2.9.7 Complaint Procedure: Informal Stage

Most complaints can be resolved by an informal discussion with an appropriate member of staff through early resolution.

We recommend that you complain to the Programme Leader/
Faculty/professional service directly.

Informal complaints about academic matters such as quality of teaching or resources, or assessment process can be raised via Programme Representatives through the Student Engagement Group (SEG).

Complaints resolved through early resolution are monitored and reported to the KMC Complaints Officer and form part of UCKM governance reporting.

2.9.8 Complaints Procedure: Formal Stage

We expect complaints to be made within 28 working days of an incident occurring. If we receive a complaint later than this, we may not be able to investigate and consider it fully. We will also consider the reasons for delay to complaint submission in our investigations. For recent graduates we would not accept complaints more than six months after graduation.

If a complaint is not or cannot be appropriately resolved informally due to its nature, you are advised to complain within 28 working days of the incident occurring.

You should contact the Complaints Officer (address correspondence to the Complaints Officer via views.complaints@kmc.ac.uk). Except in exceptional circumstances, we will not consider a complaint that you make later than this.

The Complaints process relies on information and evidence, and you are advised to provide this to support your complaint, which should be as detailed as possible, to enable the College to investigate fully.

Contact details of the Complaints Officer are available on the website. The Complaints Officer, or their nominee, will acknowledge receipt in writing of your formal complaint within 10 working days and let you know who will be investigating it (this is normally by email).

Once the Investigating Officer is appointed, they will, within 10 working days of their receipt of the complaint, provide to the Complaints Officer a written report of their findings and recommendations for any action to be taken in response to the complaint.

2.9.9 Complaints to the Open University and other partner universities/ awarding bodies

If you are not satisfied with the response to your complaint and have exhausted the review stage, you may wish to take your complaint to the awarding body or university.

Each awarding body has published criteria for complaint review.

To contact the relevant university or awarding body to make a complaint use the links below:

- Open University – [OU Complaints](#)
- Bournemouth University - [BU Complaints](#)
- Pearson Education - [Pearson \(HNC/HND\) Complaints](#)

2.9.10 Complaint to the OIA

If you are not satisfied after completing the Student Complaints Policy and Procedure and once you have been unable to gain further resolution via the awarding body or validating university, you may be able to raise your complaint with the Office of the Independent Adjudicator for Higher Education (the OIA).

You must have completed all the stages of our complaint procedure first, including raising the complaint with the awarding body or university and have your completion of procedures letter. The OIA has published criteria for complaints review.

For more information see the [OIAHE Website](#).

2.9.11 We seek to respond to all of our complaints following the guidance and requirements of the OIA. This includes the requirement to complete all complaint procedures within a reasonable time and a maximum 90 working day period.

3. Health, Wellbeing, Support for Study and Disciplinary Matters

3.1 Attendance and Engagement

3.1.1 Gaining the most from your studies at Kingston Maurward will require regular attendance at taught sessions and engagement with other learning materials available through your programme MS Teams page.

Some face-to-face sessions may require mandatory attendance such as assessed practical tasks used for grading modules.

3.1.2 The College sets expectations for regular attendance for full time students in its [KMS 109 Attendance and Engagement Policy](#).

This sets an expectation for 90% attendance and engagement for students.

3.1.3 We understand that your attendance on campus can be affected by short term sickness, childcare or carer duties, or other things outside of your control.

The key thing is to communicate with your module and programme leaders so that learning materials can be accessible if you cannot attend in person.

3.1.4 The College has responsibilities to report your engagement and attendance on your programme to those who are sponsoring your tuition fees.

These may include the:

- Student Loan Company (SLC)/ Student Finance England (SFE)
- Office for Students and Department for Education
- HE Funding bodies for Scotland, Wales and Northern Ireland, and UK Overseas Territories
- Employers if funding places
- Sponsors for overseas students and UKVI

3.1.5 To confirm your regular attendance and engagement with your studies the College expects that you are maintaining progress in your studies.

This can be demonstrated by:

- Regular attendance at campus-based learning
- Engagement with on-line or remotely available resources through MS Teams
- Submission and satisfactory completion of assessments in a timely manner
- Satisfactory Progress Reviews with your Programme Leader

3.1.6 If the College is not able to confirm your attendance and engagement with your studies there may be implications for your success or continuation on the programme.

Consequences may include:

- The SLC/ SFE may withdraw your tuition fees loans if we cannot confirm your attendance
- You may be in contravention of your UK Visa and Immigration requirements (see [Section 6](#) for International Students)
- Your employer may withdraw their support for your continued place on the programme
- Poor performance in Assessment leading to re-sits or repeated studies which may incur more fees (for more information see [KMS 703 Fees Policy](#))
- Withdrawal from the programme due to poor academic performance

3.1.7 If you think your studies are going to be affected by health or other issues, you are advised to use the [KMS 110 Extensions and Extenuating Circumstances Policy](#). This will take into account any impact from the issues affecting you and allow for changes in attendance and engagement patterns.

3.1.8 The College may feel that your lack of attendance and engagement may require a more structured and supported approach to assist you in your

studies and may take actions under the [KMS 108 Fitness to Study Policy and Procedure](#), as outlined in [section 3.2](#) below.

3.2 Health and Wellbeing

3.2.1 We are committed to an ethos of equality and inclusivity and aim to promote positive mental health and well-being through the recognition and understanding of all disabilities. We encourage all students to ask us for support as soon as possible so that we can help you to realise your full potential and complete your studies.

3.2.2 We may take action under the [KMS 108 Fitness to Study Policy and Procedure](#) if we are concerned about you, for example if:

- Your physical or mental health condition may impact upon your ability to fulfil your potential or the ability of others to fulfil their potential
- We are concerned about your health and behaviour, and it is not a disciplinary matter
- We are concerned because you have been absent without letting us know why you are absent
- We are concerned about how you will manage your learning experience on a placement, field trip, exchange or other trip abroad

3.2.3 In exceptional cases, our duty of care may require us to remove you from UCKM if we believe that you are at risk or may be a risk to other members of the College's community. We will take urgent action in those cases (see paragraph 3.2.2 above). Please see [KMS 108 Fitness to Study Policy and Procedure](#) and contact 01305 215034 for further information.

3.2.4 We may ask you to agree to share your personal information with relevant professionals outside UCKM so we can offer appropriate support or take action under this procedure.

We will not normally share any personal information about you without your agreement but may do so to protect the safety and welfare of you or others, or where we have a legal or statutory requirement to do so. (For example, disclosure to the Disclosure & Barring Service of information

relevant to its function of protecting children and vulnerable adults or under safeguarding should we believe you are a risk to yourself or others).

3.3 Fitness to Study

3.3.1 As outlined in the College's [KMS 108 Fitness to Study Policy and Procedure](#), Fitness to study can be defined as your capacity as a student to engage fully with their Programme of Study in order to meet the learning outcomes, with reasonable adjustments made where appropriate and or necessary to facilitate this. Possible concerns related to this policy are listed in 3.1.2. We have three stages of the Fitness to Study process.

3.3.2 Fitness to Study: Stage 1

This is a meeting, with teaching staff who know you such as your programme leader. At this meeting, any concerns will be outlined, and you will be offered the chance to discuss any underlying support needs that you may have and how these may be put in place.

3.3.3 If the concerns are not resolved, or it is believed there is a high risk to you or to others, the Assistant Principal Student Experience & Progression as Designated Safeguarding Lead (DSL) will be informed, and your case moves to Stage 2 of the Fitness to Study Procedures.

3.3.4 Fitness to Study: Stage 2

The second stage meeting will occur should concerns about your welfare escalate, this meeting will normally be chaired by the Deputy Principal as Fitness to Study Advisor (FSA), or another nominee such as the Head of Higher Education.

3.3.5 The Assistant Principal Student Experience & Progression as Designated Safeguarding Lead (DSL) will conduct a moderation of the concerns raised. If the Assistant Principal Student Experience believes that there is a high risk to you or to others, then we will refer your case to a conference, including other staff as appropriate.

3.3.6 Fitness to Study: Stage 3

You will normally be invited to the case conference, but we may make a decision without your agreement. The conference will review the next steps, such as additional support, and may decide to suspend you or

recommend that you are withdrawn from your course. We will write to you about the outcome within five working days of the case conference being held.

3.3.7 Fitness to Study: Stage 3 Outcomes

We will write to you if you are suspended. You will be able to return to your studies if we agree that you are subsequently fit to study for which you will need to provide medical evidence. The Assistant Principal Student Experience & Progression or their nominated representative will consider this and decide if you are fit to study.

We may only allow you to return if you agree to a return to study plan or if you attend regular review meetings. If you are withdrawn from your course, you can appeal.

3.3.8 See [paragraph 5.6](#) (Financial arrangements on withdrawal, suspension or other interruption) for more information about fees, refunds and access to funding if you are withdrawn or suspended.

3.3.9 Fitness to study appeals

You may appeal against a decision to interrupt you. An Appeals Panel will review the appeal and will write to you with the decision.

[KMS 111 Academic Appeals Policy](#)

The decision of the Appeal Panel is final and there can be no further appeal within Kingston Maurward. You may appeal against a decision to withdraw you.

3.3.10 If you have a complaint about the way that the Fitness to Study: Policy and Procedure is conducted, you can complain under the Student Complaints Procedure (see [paragraph 2.9](#)).

3.3.11 If you are not satisfied following the appeals procedure, you may be able to complain to the Office of the Independent Adjudicator for Higher Education (the OIA). You must have completed all the stages of our procedure first, have received your completion of procedures letter, and your complaint will be assessed by the OIA under their published criteria for

case review. Your case will be assessed by the OIA as to whether it is eligible for review.

[OIAHE Website](#)

3.4 Reasonable Adjustments

3.4.1 The College has a statutory duty to make reasonable adjustments to ensure that you can access teaching, learning materials, facilities, and assessments to successfully complete your programme.

[Equality Act 2010](#) (paragraph 20)

3.4.2 This anticipatory duty requires that adjustments that are reasonable are made. What is reasonable is assessed on the individual circumstances and available medical, other professional, programme and applicant / student stated requirements.

In assessment of what is reasonable, UCKM will take the following into account:

- a) The effect of the disability on the individual student and potential adjustments which may be made to remove barriers to learning, teaching and assessment and engagement with the UCKM community and student life.
- b) The effectiveness of the particular reasonable adjustment in removing or overcoming identified barriers and potential disadvantages.
- c) Any potential health and safety issues for the individual and including the relevant interests of other people.
- d) The feasibility of the changes.
- e) The resources available (both those of the UCKM / KMC and other financial assistance such as the Disabled Students' Allowances) and the costs of making the reasonable adjustment.

3.4.4 Applicants who have disclosed a disability and have accepted an offer are asked to provide more information about their disability. Supporting

information and working with Student Welfare is needed to ensure that the appropriate reasonable adjustments are in place as soon as possible to support you in your studies at UKCM.

The Student Welfare Team will contact applicants to advise on the reasonable adjustment's procedure.

- 3.4.5 Students should also disclose a disability whilst on their programme as soon as they become aware of it and the impact it is having on their learning and engagement.

Students can choose to initially communicate with the Programme Lead or with the Student Welfare team:

- If the student has illness related symptoms (either short-term or chronic) or a recently diagnosed long term condition impacting upon learning, then providing information to support assessment of the impact on learning disability as soon as possible is recommended. This may include but is not limited to a diagnostic assessment for learning needs, medical or GP's letters/reports for physical or mental health conditions, or existing DSA needs assessment for school or college.
- If the student has noticed they are having particular and /or repeated - learning difficulties, then the Welfare Team can arrange for appropriate testing and assessments to take place. Testing for dyslexia of dyscalculia for example to enable support and reasonable adjustment to be assessed put in place if required.

- 3.4.6 The Student Welfare Team undertake a needs assessment to find out the support and reasonable adjustments required to enable. The assessment will take into account supporting professional advice evidence, e.g. GP's letter, educational psychologist's report, needs assessment reports and the students own account of their needs.

3.5 Declaration of Criminal Convictions

3.5.1 If you declare any relevant unspent convictions during either the application phase or whilst studying with us, the College will complete a risk assessment under its [KMS 104 HE Admissions Policy and Procedure](#).

We are committed to inclusion and equality of opportunity. We recognise our duties under the Rehabilitation of Offenders Act 1974 (guidance updated 2023). However, as UCKM operates on a site where there are Further Education, School, and vulnerable adult students, safeguarding the whole student body represents our primary duty.

3.5.2 Relevant Unspent Convictions include, but are not limited to:

- Offences listed in the Sexual Offences Act 2003 (in the United Kingdom; or equivalent Act outside of the United Kingdom)
- 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
- Offences listed in the Terrorism Act 2006 (in the United Kingdom; or equivalent Act for outside of the United Kingdom)
- The unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking
- Offences involving firearms, weapons, crossbows, and knives
- Offences involving arson
- Fraud
- Offences of human trafficking, slavery, and forced labour
- Offences related to any person under 18 considered a child under English law [1] see [Children Act 2004](#)

3.5.3 You must also tell us if you are currently or become subject to any licence, order, condition, or restriction imposed by a court or Criminal Justice Agency which may prevent you from fully engaging with your course and the wider Open University community. This includes Sex Offender

Registration and Sexual Harm Prevention Orders (in the United Kingdom, or equivalent Orders outside of the United Kingdom).

3.5.4 How to make a disclosure

For applicants that apply via UCAS, you will be asked to disclose if you have criminal convictions as part of the interview process (but details of the criminal convictions will not be requested by the interviewer); this is in line with the [UCAS Criminal Convictions Good Practice Guide 2018](#) due to UCKM operating on a site with Further Education, School and vulnerable adult students. The staff member undertaking the interview will then flag this with the Designated Safeguarding Lead who will contact the applicant to request further details.

Where applicants apply directly, you are required to complete the relevant sections of the UCKM application form. This notifies the Designated Safeguarding Lead who will then contact you to request further details.

3.5.5 Who will manage the disclosure

The Designated Safeguarding will then undertake a risk assessment Lead and the Safeguarding team. It may also be necessary to take advice from the Principal and or external agencies.

Failure to disclose an unspent criminal record may lead to an application being rejected, or if admitted, to your registration at the College being terminated.

3.5.6 Process for action or implications of disclosure

Having a prior criminal record will not necessarily prevent you from being offered a place at UCKM; this may depend on, but is not limited to, the nature, timing, and relevance of the criminal offence in question and an assessment of risk by the College for the safety and wellbeing of the Kingston Maurward College Community.

We will request further information about the nature or context of an applicant's criminal record.

Should you incur a criminal record and/ or supervision order after your application has been accepted or whilst you are enrolled on a programme, you must inform us as soon as possible that your situation has changed.

A risk assessment will need to be conducted by the Designated Safeguarding Lead and the Safeguarding team.

Following this risk assessment, the right to withdraw you from your programme as outlined in the [KMS 104 HE Admissions Policy and Procedure](#) and in addition the Colleges [KMS 250 Safeguarding Policy and Procedure](#) which detail the procedures for consideration and any subsequent appeal.

3.6 General Disciplinary Matters

3.6.1 As a member of the College's community, you must conduct yourself with regard with the expectations of the [KMS 102 HE Student Charter](#). We normally provide advice and guidance to improve conduct and behaviour before taking action under the [KMS 107 Student Disciplinary Procedure](#).

Minor disciplinary issues will normally result in an informal oral or written warning. For more information, see the [KMS 107 Student Disciplinary Procedure](#) or refer to your Course Handbook on Teams.

The Deputy Principal is responsible for student discipline at UCKM but may appoint a representative to act on their behalf.

3.6.2 Anyone involved in disciplinary procedures can be supported or represented by a third party (but not normally a legal adviser) at each stage.

3.6.3 The Student Disciplinary Procedure does not normally apply to some matters, for example:

- Academic failure (see [paragraph 4.1](#) of this Student Agreement)
- Academic misconduct (see [paragraphs 4.2](#) of this Student Agreement).

3.6.4 The Student Disciplinary Procedure applies to general, rather than academic misconduct, which is essentially improper interference with the functioning or activities of UCKM, or of those who work or study at the College, or action that otherwise damages UCKM, the wider College community or its reputation.

Examples of misconduct include but are not limited to:

- Violent, indecent, disorderly, threatening, intimidating or offensive behaviour or language
- Sexual, racial or other harassment
- Fraud, deceit, deception or dishonesty
- Theft, misuse of, or damage to property, or unauthorised use of UCKM's buildings
- Failure to respect the rights of others to freedom of belief and freedom of speech
- Disruption of The College's activities or obstruction of, or interference with, the activities of others
- Actions likely to cause injury or impair safety at the College estate and campus
- Breach of this student agreement or the provisions of any UCKM rule, regulation, policy, procedure or code of practice

3.6.5 We will consider reporting any suspected criminal offence to the police, taking into account the nature of the suspected offence and the wishes of affected individuals. We will disclose to the Disclosure & Barring Service any information which is relevant to its function of protecting children and vulnerable adults.

3.6.6 Disciplinary: Verbal Warning

Most cases of minor misconduct can be resolved informally by a teacher or the Course Manager, but where the misconduct is repeated or is considered to warrant more formal treatment, the teacher or the Course Manager may give a verbal warning to the student concerned. This decision will be recorded on the student's Staff Portal / My KMC record.

3.6.7 Disciplinary: Written Warning Stage 1

A Written Warning issued by the Programme Leader must include the reasons for the warning and the consequences of further misconduct. A Written Warning should be given after talking to the student, where practicable, asking the student for an explanation of the conduct complained of and taking into account any explanation given. The Written Warning will also include an Action Plan designed to help the student improve and with agreed timelines for implementation. This decision will be recorded on the student's Staff Portal / My KMC record.

3.6.8 Disciplinary: Written Warning stage 2

Where the conduct alleged is of a more serious nature, or where similar conduct has been repeated after receiving a Stage 2 Written Warning, it may be necessary for the student to attend a disciplinary meeting with their Head of Department. The meeting invitation will include

- Confirmation of the time and place of the interview
- The nature of the conduct complained of and a summary of the evidence for the complaint from the teacher concerned

The student will be entitled to be accompanied by a friend, student representative or relative at the interview and will be entitled to state their case (including any mitigating factors) before any decision is taken.

Stage 3: Formal Written Warning

After hearing the student's case, the Head of Department may decide to issue a Stage 3 Formal Written Warning or may decide that no disciplinary action is appropriate.

The student will be notified in writing of the decision, and if a Formal Written is issued, it will also include an Action Plan designed to help the student improve together with agreed timelines for implementation.

Any Stage 3 Formal Written Warning will give clear reasons for the decision and will state that any further repeated or similar misconduct by the student may result in the student's formal suspension or expulsion from the

College. This decision will be recorded on the student's Staff Portal / My KMC record.

3.6.9 Disciplinary Hearing

In cases where it is alleged that serious and gross misconduct has occurred, or where further misconduct is complained of after a Formal Written Warning has been given to student by the Head of Department, the student will be invited to attend a hearing.

The hearing will be chaired by the Deputy Principal, the Assistant Principal Student Experience & Progression and the Assistant Principal Curriculum & Quality (or by any other member of staff nominated by the Principal). The student will be given written notice of the hearing interview and, prior to the hearing, will be asked to provide a written statement of their version of events.

The student will be verbally notified at the end of the hearing of any decision. Following the hearing, the student will also be given written notification of the decision made by the Deputy Principal, the Assistant Principal Student Experience & Progression and the Assistant Principal Curriculum & Quality (or any other member of staff nominated by the Principal).

3.6.10 Disciplinary suspension

If an allegation of misconduct is made against you or criminal proceedings are taken against you, we may suspend you whilst we investigate or criminal proceedings are completed. We will normally give you an opportunity to comment before suspending you. In urgent cases, particularly if we believe that there is a risk to the safety of others, we may suspend you immediately. Suspension is a neutral act.

We will write to you about the terms of the suspension and the reasons for it. We will review your suspension after 20 working days or if the circumstances change. If you are suspended, you can appeal (see paragraph 3.3.13).

See [paragraph 5.6](#) (Financial arrangements on withdrawal, suspension or other interruption) for more information about fees, refunds and access to funding if you are suspended.

3.6.11 Disciplinary penalties

When deciding penalties, we take into account the seriousness of the misconduct, the circumstances of the misconduct, and your means and general personal circumstances. Penalties may include:

- A fine or a requirement to pay reasonable compensation or a requirement to perform services for the UCKM community
- Suspension from your course for a fixed period of time, up to twelve months
- Exclusion from the award of a degree or other academic award
- Withdrawing you from your course.

See [paragraph 5.6](#) (Financial arrangements on withdrawal, suspension or other interruption) for more information about fees, refunds and access to funding if you are withdrawn or suspended.

3.6.12 Disciplinary appeals

You may appeal against a decision made or a penalty applied under the Student Disciplinary Procedure by emailing the Principal within ten working days of the letter confirming the outcome. You must explain why you are appealing. An Appeals Panel will hear the appeal and consider the penalty. If you appeal against a decision of a Disciplinary Panel to withdraw you, the withdrawal will be deferred until the Appeals Panel has taken place.

The Appeals Panel will write to you about the outcome. The decision of the Appeals Panel is final and there can be no further appeal within UCKM.

If you are not satisfied following the appeals procedure, you can complain to the Office of the Independent Adjudicator for Higher Education (the OIA). You must have completed all the stages of our procedure first, and the OIA publishes the criteria for eligibility of request for review

For more information see the [OIAHE Website](#).

4. Academic Matters

4.1 Assessment

- 4.1.1 UCKM's academic expectations for you are detailed in the Student Handbook for your programme which will be made available to you when you enrol.

Detailed academic regulations apply to each course, including in relation to maximum periods for completion of courses, pass marks and adjustments, requirements for progression, submission of coursework (including the consequences of late submission), attendance at examinations and requirements for particular awards and classifications. These regulations also set out requirements and restrictions on re-assessment and re-sits, repetition of units, and caps on marks in some circumstances.

- 4.1.2 Your programme will follow the Regulations for OU Validated Awards. These regulations are available at [The Open University's Regulations for Validated Awards](#) and on your programme Microsoft Teams page.

See [paragraphs 4.2](#) of this student agreement for information about Research Misconduct.

- 4.1.3 The detail of structure and assessment for your programme are outlined in your programme specification. These are available once you enrol via your programme's Teams page.

Detailed module specifications and information are made available once you have enrolled.

- 4.1.4 Unless you have agreed an extension with us in advance under the relevant procedure, there are important consequences if you submit work late.

For example, work may not be marked, or the mark may be capped. For more information, see the [KMS 110 HE Extensions and Extenuating Circumstances Policy](#).

4.1.5 Detailed rules apply to face-to-face examinations, and you are required to adhere to these.

For example, but not limited to:

- You may not be permitted to enter an examination if you do not have your ID card
- If you are late, you may not be allowed to enter and will not be given extra time
- You must comply with the rules and instructions on phones, other devices, and other materials in examinations

For more information, see the [Student Examinations Procedure](#).

4.1.6 Additional Learning Support will give you information about support that may be available to you including making allowances in assessment. There are deadlines that apply if you need support for assessments or examinations. For more information, please [click here](#) or contact us on 01305 215034.

4.2 Academic Misconduct

4.2.1 Maintaining fair and honest conduct is an essential requirement of the system for assessing students' learning. There are policies for academic offences in taught awards. For more information, see the [KMS 112 HE Academic Misconduct Policy and Procedure](#).

4.2.2 The definitions of academic misconduct assume dishonest intent. An academic offence is an attempt by a student to gain an unfair advantage in any assessment (including in practice) by deception or fraudulent means. The following are examples of academic offences, and it is also an offence to assist a student to do any of these things:

- Plagiarism: representing another person's work as your own or using another person's work without acknowledgement, and duplication or 'self-plagiarism,' using material that has already been submitted for assessment or the submission or presentation

of work as one's own which is substantially the ideas or intellectual data of another or created artificially

- Buying material or paying another person to complete an assignment, or using editors, translators or proof-readers who contribute significantly to the content
- Misconduct in examinations or tests: such as copying or communicating, using notes or other prompts, calculator fraud
- Impersonation, forgery, bribery, falsifying data
- False claims of mitigating/exceptional circumstances

4.2.3 To prevent plagiarism, protect the intellectual property of both UCKM and its students and to assist with feedback to students, UCKM may use plagiarism detection software or other technology as appropriate.

4.2.4 All academic offences are serious. A second or subsequent offence or an offence compounded by lying or deception, or aggravated in some other way may be treated as more serious even if it would usually be considered a lesser offence.

4.2.5 If you plagiarise your assignment work, the College will be required to report you to the relevant qualification awarding body and you may be subject to disciplinary action as a result.

4.2.6 Identification of plagiarism will be assessed using the AMBeR Tariff System. Details of this are available through your Programme Teams page on enrolment.

4.2.7 In summary, any academic offence of this nature will be scored based on the level of study, evidence of previous occurrences, the amount of material identified as an issue, the weighting of the piece of work in question and any evidence of means to hide any possible academic offence. This determines the level of penalty in response to the offence. Types of penalty include the following:

- Awarding the ability to resubmit improved work for a capped mark

- Awarding the ability to resubmit a new piece of work with a capped mark
- Awarding a mark of 0 and the piece of work cannot be resubmitted
- Limits on the level of award for a unit
- Withdrawal or dismissal from the programme

4.2.8 Research misconduct includes (but is not limited to):

- Fabrication: making up results or other outputs and presenting them as though they were real
- Falsification: manipulating research processes or changing or omitting data without proper cause
- Piracy: deliberate exploitation of ideas from others without proper acknowledgement
- Plagiarism: copying or misappropriating ideas (or their expression), text, software or data (or a combination) without permission and acknowledgement
- Misrepresentation: a deliberate attempt to represent falsely or unfairly the ideas or work of others, whether or not for personal gain or enhancement
- Academic fraud: deliberate deception which includes the invention or fabrication of data and/or experimentation
- Improprieties of authorship: including improper inclusion or exclusion of individuals as authors; misrepresentation or duplication of substantially similar material that has previously been the focus of your own published research findings without due referencing
- Non-compliance of research governance: failure to comply with appropriate internal and external requirements such as regulatory, financial, legal and/or ethical approval

- Serious breach of research ethics as defined in the Research Ethics Code of Practice: Policy and Procedure that is not dealt with through student/ staff disciplinary or other UCKM procedure
- Facilitating misconduct in research: deliberate concealment of research misconduct by others or collusion in such research
- Inciting others to commit research misconduct: deliberate encouragement of others to conduct research in an untruthful or unfair manner
- Improper dealing with allegations of research misconduct: failing to address possible infringements such as attempts to cover up research misconduct and reprisals against whistleblowers

5. Fees and Charges

5.1 Tuition Fees

5.1.1 We are committed to a fair and transparent policy for charges made to our students. We will use reasonable efforts to tell you promptly if any fees or charges are payable, along with details of the arrangements for payment. Detailed rules and procedures are set out in the [KMS 703 Fees Policy](#).

5.1.2 By accepting an offer of a place on a programme Higher Education at UCKM, you are also confirming acceptance that you will be responsible for ensuring any fees you incur are paid.

You are responsible personally, for ensuring that your tuition fees are paid. This also applies if a third party sponsors you, have applied for a student loan or a third party is paying them.

5.1.3 We will send you information about your tuition fees and other charges with your offer letter.

More information about tuition fees for your course is in the course information on our [website](#) and via our [KMS 703 Fees Policy](#).

Your fees will be one of the following for September 2024/2025 entry:

Programme Type	Duration (Full time)	Annual Fees (full time)	Duration (part time)	Annual Fee (part time)	Total Programme Fees
Cert HE, HNC	1 year	£6500	2 years	£3250	£6500
Foundation Degree in Animal Behaviour Welfare and Conservation	2 years	£6500	4 years	£3250	£13000
Other Foundation degrees/ Diploma HE	2 years	£7500	4 years	£3750	£14000
Other HNDs	2 years	£6500	4 years	£3250	£13000
BSc (Hons) Top Up	1 year	£9000	2 years	£4500	£9000

5.1.4 Students taking an undergraduate course may be eligible for a tuition fee loan from the Student Loans Company.

For more information on eligibility for a tuition fee loan please see the [Government guidance](#).

If your loan application is accepted, the Student Loans Company will pay your tuition fees to us directly. If not, you must pay your fees in full or by instalments (see paragraph 5.1.5 of this Student Agreement).

The Student Loans Company has its own rules and procedures and you must follow these. You will need to apply to the Student Loans Company for each year of your course.

5.1.5 If a sponsor or third party has agreed to pay your tuition fees, they must pay those fees for each academic year by the date on the invoice. If the sponsor or the third party does not pay on time, you are still personally responsible for the fees.

- 5.1.6 You must make sure that your tuition fees are paid on time. Failure to pay is a serious matter. We may take action against you as in paragraph 5.3 (Students in debt with UCKM including Sanctions for non-payment). It is important that you tell us if you change your contact details or address so we can contact you about payments.
- 5.1.7 You can pay your fees in instalments if your course lasts for at least one full academic year and you pay online by debit/credit card or by other methods as agreed by the Finance Team. There are further details in the [KMS 703 Fees Policy](#). We will confirm the amounts and the due dates when we agree the instalments.
- 5.1.8 In exceptional circumstances, we may agree an extended payment plan with you. However, we cannot do this if it would breach your visa requirements.
- 5.1.9 If you are suspended or withdrawn from UCKM as described in [paragraph 5.6](#) you will need to pay tuition fees up to the date of withdrawal or suspension. If you have paid more fees than are due to us, we will refund them (see the [KMS 703 Fees Policy and KMS 706 Refunds Policy](#) for details). See paragraph 5.5.2 for more information about how we calculate the refund or what you need to pay.

5.2 Additional Charges or Fees

- 5.2.1 You may incur additional charges or fees as part of your studies at UCKM. Examples of possible additional costs may include:
- Entrance fees and travel costs for offsite visits
 - Purchasing Personal Protective Equipment or branded clothing which may be purchased through the College or alternatively an external supplier
 - Fees for overnight study tours including travel, accommodation, food and other costs. For further details for your programme see your programme information page on the UCKM web pages
 - Fees for additional qualifications such as costs for registration, assessment or delivery. If these are mandatory costs, they will be

included in your programme specification and/or [course information page](#)

- Library or equipment fees or fines incurred for late return of borrowed items and/or damage to library property
- Possible non-mandatory additional activities and these costs on programmes, are available on course pages on the website under the section 'Additional Costs' at [Degree Level Courses](#)

5.2.2 The College expects student to pay these additional costs in a timely manner. This would include paying the balance of costs of an offsite visit or study tour, immediately prior to the trip occurring or paying the registration fee prior to an additional course commencing.

5.2.3 If you are unable to pay in the expected timescales, it will expect you to clear all accrued costs owed to the College by the end of the current academic year. For large fees such as a study tour cost, it is possible to pay in instalments with the prior agreement of the Finance Team.

5.2.4 Large fees such as study tour or training course costs may include a deposit to secure a place, with the balance completed at a later stage so that students are not liable for the full costs upfront.

5.2.5 Please see [section 5.4](#) for details of the implication of accruing debt with the College and what this means for you as a student.

[KMS 708 Student Debt Policy](#)

5.3 Bursaries

5.3.1 There are details of our bursaries available on [our website](#).

5.3.2 Bursaries are awarded using eligibility criteria usually based on household income. Failure to provide details of this may mean that bursaries are unable to be awarded. Details of eligibility criteria are available on request and are provided as part of the application process.

5.4 Students in Debt with University Centre Kingston Maurward

- 5.4.1 If you are experiencing financial difficulties, you should tell us as soon as possible. We will always seek to be understanding of your financial circumstances.
- 5.4.2 If you are having difficulty paying debts to UCKM contact our admissions team immediately. It is advised to contact the Welfare Team as they may have information on other sources of financial support available to you. For assistance, please contact 01305 215034 and select option 1 for course enquiries.
- 5.4.3 Wherever possible, our Finance Team will work with you to agree an acceptable repayment plan. We will consider your individual circumstances and any supporting documentation you provide. The decision is at the discretion of the Chief Finance Officer and/or a delegated officer, but we will not agree any arrangement that we consider may breach visa or immigration requirements.

If you disagree with the outcome, you may complain under the Student Complaints Policy and Procedure ([see paragraph 2.9](#)). If you do not keep up payments under a repayment plan the debt will immediately become payable in full.

- 5.4.4 If you do not agree with the debt amount or details provided to you, you should contact the admission team. If the dispute is not resolved, you can complain under the [KMS 900 Complaints Policy](#) (see [paragraph 2.9](#)). We will not apply sanctions or take action to recover the debt while we deal with your complaint.
- 5.4.5 If you do not pay any fees or charges on time, we will take steps to secure payment by following our HE Student Debt Policy and Procedures. If we conclude this internal debt management process without recovering the debt in full or reaching agreement with you, we may refer debts to external solicitors and/or debt collection agencies who will take steps to recover the debt. The steps taken may include taking court action to recover the debt.

If we take external action to recover the debt, you may have to pay interest and additional costs of the action, such as debt collection agency fees, search fees and legal fees.

5.4.6 Tuition fees

If you fail to pay tuition fees when they are due, or to make payments under an agreed repayment plan, we may apply all or any of these sanctions and requirements as provided for in the Student Debt Policy:

Sanctions and requirements

- Require you to provide information about intended payment arrangements or attend a meeting to discuss payment of your outstanding fees
- Remove your access to UCKM systems or services, such as IT systems or library services
- Withdraw you from your course
- Not allow you to re-enrol for the next academic year
- Not pay bursaries or scholarships unless an acceptable payment plan is in place.

5.4.7 Withdrawal from your course is the final sanction we will apply if other steps within our [KMS 708 Student Debt Policy](#) do not lead to us recovering the debt or reaching agreement with you.

Withdrawal means that you are not able to continue your studies at UCKM and you will not be able to resume your studies even if you make a payment after withdrawal.

If you have a student visa, withdrawal must be notified to the UK Visa and Immigration Service and will usually result in withdrawal of your student visa. Application of other sanctions, even for a short period, may mean that you miss essential parts of your course so that it takes you longer (possibly as much as an extra year), to complete your studies. You may have to pay fees for an extra period and you may not be able to take out a student

loan for the extra period. You may not be able to extend your visa if you are an international student.

5.4.8 Library sanctions

Please return all library loans by their due date or when we recall them for another reader. We will invoice you for the replacement cost of any item that is lost, damaged or more than three weeks overdue.

Please make sure that when you leave UCKM, whether you have finished your course or withdraw, you return all library loans as soon as possible. We will take steps to recover library charges owed by current students alongside provisions of our Library Rules, which are in Programme Handbooks via Teams. As well as taking steps to recover payment of the debt, the Library will prevent you from borrowing further items if you have:

- An overdue item that has been requested by another reader until it is returned
- Failed to pay, when requested, the replacement cost for a lost, damaged, or overdue item until this is settled with us

If you do not pay outstanding library charges, we may refer them to our external solicitors and/or debt collection agents who will take steps to recover the debt.

5.4.9 Other fees and charges

If you fail to pay any other fees or charges due to us or make agreed payments under an agreed payment plan, we may refer debts to our external solicitors and/or debt collection agents who will take steps to recover the debt.

5.5 Financial support

- 5.5.1 If you are experiencing financial difficulties, you should tell us as soon as possible. You can find information on financial support for students experiencing financial difficulty via the Student Welfare Team 121@kmc.ac.uk 01305 215035.

5.5.2 You can find information on improving your financial wellbeing via the Student Welfare Teams pages

5.6 Financial Arrangements on Withdrawal, Suspension or Other Interruption

5.6.1 If you withdraw or put your studies on hold, or if we withdraw you or suspend you, you are responsible for tuition fees up to the date that you put your studies on hold, are withdrawn or suspended.

- If you wish to withdraw more than 14 days after you register, see [paragraph 1.6](#) for more information
- If you wish to put your studies on hold, see [paragraph 7.3](#) for more information
- See [paragraph 7.3](#) (Ending or suspending the student agreement) for more information about the circumstances in which we can withdraw or suspend you.

5.6.2 If you withdraw or put your studies on hold, or if we withdraw or suspend you, it may affect how many years you can get a student loan for in the future.

You may have to repay maintenance grants, loans or bursaries and you may not have access to other funding. It is important to consider this if you are considering withdrawing or putting your studies on hold:

- If you have taken a tuition fee loan from the Student Loans Company, we will tell the Student Loans Company of the adjusted amount of tuition fees that are payable.

If a refund is payable, we are required to reimburse the Student Loans Company.

- All other students will need to pay fees up to the date of withdrawal or suspension or the date on which their studies are put on hold.

We set out how we calculate this in the [KMS 703 Fees Policy](#). If you have paid more fees than are due to us, we will refund them. We will ask you to notify us at university.centre@kmc.ac.uk. We will not refund fees if you give

us the refund claim form more than 60 days after the date you put your studies on hold or your withdrawal or suspension date.

- 5.6.3 If you return the following academic year after a suspension or putting your studies on hold, we will deduct any fees that you have paid for the period that your studies were put on hold or the suspended year's study from the following year's fees.

6. Information for International Students

- 6.1 Applications from non-UK students for degree-level programmes (foundation degrees, HND, HE Cert, HE Diploma, BSc) must be made through the [University and College Admissions Service](#).
- 6.2 We will deal with your application as outlined in [section 1](#) and in our [KMS 104 Admissions Policy and Procedure](#) in respect of making offers of places on programmes based on current or expected qualifications.

6.3 Entry Requirements

This will include verified proof of academic equivalency for entry to a programme; ability to demonstrate financial support for the schedule of your entire qualification; along with sufficient demonstration or certification of English language proficiency. This is in line with the College's [KMS 104 Admissions Policy and Procedure](#).

Should verified proof of entrance qualifications not be demonstrated to us, any verbal, written or implied offer from the College may be revoked without liability.

- 6.4 As part of the offer process we will also want to discuss with you your plans to study in the UK. This will include, but is not limited to:
- Where to stay to study with us
 - Costs and types of accommodation
 - Additional support you may need whilst studying away from home
 - How you intend to pay for you fees and living costs
- 6.5 As part of the application process, once you have accepted an offer we will request a Confirmation of Acceptance for Studies (CAS) number from

the UK Visa and Immigration Service (UKVI), so that you can apply for a suitable visa to study in the UK.

6.6 In requesting a CAS allocation to you, UCKM has sponsored your studies in the UK for the term of your programme.

You need to ensure that you remain compliant with the conditions of your visa at all times. Any breach of the conditions of your visa are extremely serious and will be dealt with under the student disciplinary policy.

UCKM are obliged to report any suspected breaches of visa conditions to the UKVI under the terms of our sponsorship license, which could lead to cancellation of your visa and suspension from your studies.

6.7 A decision to withdraw sponsorship by the College may include, but is not limited to:

- Poor attendance or regular unauthorised absences
- Leaving or withdrawing from your programme
- An extended break in your studies
- Withdrawal of your place on a programme by the College as part of the outcomes from academic offences or disciplinary panels, and/or by the HE Board of Examiners.

6.8 If you hold a Student Visa and you interrupt or withdraw from study, your Student Visa will normally always be cancelled by UKVI. The following process takes place (See paragraphs 6.9 to 6.18 of this Student Agreement of the process followed and the [HE Admissions Policy and Procedure](#)).

6.9 The College is required to notify UK Visas and Immigration (UKVI) of your interruption or withdrawal within 10 working days of the interruption or withdrawal being finalised.

6.10 Your Student Visa is then cancelled by UKVI (in most cases). UKVI will contact you in writing, to advise you that you must leave the UK or apply under a different immigration category if you wish to do so and what date you must do this by.

6.11 You will need a new visa to return to the UK at a later date, if you wish to continue with your studies

6.12 In most cases, UKVI cancel your visa to a duration of 60 days if you have interrupted or withdrawn from study.

The UKVI visa cancellation process could sometimes take a while to be finalised by UKVI but, once it is processed, a cancellation notice will be sent to your email address from UKVI (you may also receive a letter in the post).

6.13 It is particularly important that you ensure your details are up to date with the home office and that you have access to the email address that is held on file for you by them. You must also check your emails regularly if you have withdrawn or interrupted from studies so that you do not miss key information.

6.14 As your registered sponsor for study in the UK, the College has a duty to provide evidence to the UKVI on your continued attendance and engagement on your programme, including attendance on work placements.

Evidence of non-compliance to visa requirements may lead to:

- Being requested to leave the UK immediately and revoking your studies
- Limitations on re-entry to the UK within a certain time scale based on how long you overstay after your visa has expired

6.15 International students must comply with their visa requirements when arranging placements.

You must check with us before you arrange a placement, and you must comply with reporting and other requirements. There may be restrictions on the hours you can work or the length of your placement. For further information please refer to the [HE Admissions Policy and Procedure](#). If you do not comply with your visa requirements, we will need to report this to the Home Office and withdraw you from your course.

See [paragraph 5.5](#) of this Student Agreement, for more information about fees, refunds, and access to funding if you are withdrawn.

- 6.16 If you have interrupted or withdrawn from study, you should plan to leave the UK as soon as possible, unless you will be applying to stay in the UK under a different immigration route.
- 6.17 If you wish to apply for UK visas again in future, how long you stay in the UK after stopping your studies, may impact on your success with future visa applications.
- 6.18 If you are an international student, the terms of your visa may not allow you to put your studies on hold (see [paragraph 7.3.8](#) of this Student Agreement).

There are financial implications if you interrupt your studies. See [paragraph 5.6](#) of this Student Agreement (Financial arrangements on withdrawal, suspension or other interruption).

- 6.19 Further advice and guidance is available from the UK Council for International Student Affairs (UKCISA) here: [UKCISA Protecting your Student Status](#).

7. Liability, Ending the Agreement and Other Matters

7.1 Events Outside Our Control

- 7.1.1 We will not be liable to you to the extent that we fail to perform, or delay, any of our obligations under this student agreement directly or indirectly because of an Event Outside Our Control.

An Event Outside Our Control is any act or event beyond our reasonable control including civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic/pandemic or other natural disaster, or failure of public or private telecommunications networks.

If an Event Outside Our Control affects our performance under this student agreement, we will contact you as soon as reasonably possible. While the

Event Outside Our Control continues and for a reasonable reinstatement period after it ends, the affected obligations will not apply.

We will start to perform the affected obligations again as soon as reasonably possible when the Event Outside Our Control ends.

7.1.2 To the extent that we cannot perform, or we delay, any of our obligations under this student agreement directly or indirectly because of an Event Outside Our Control, we will use reasonable efforts to perform those obligations while paragraph 7.1.1 applies, to the extent we determine this will be safe, lawful and reasonably practicable in all the circumstances, having regard to our resources and other obligations (contractual, regulatory or statutory).

7.1.3 Where an Event Outside Our Control has a significant effect on our ability to operate in our usual way, if we reasonably determine that we can still meet an obligation to you by using alternative means, we shall be entitled to do this without incurring any liability to you. This may include for example changes to the timing of elements within your programme of study, delivering teaching or conducting assessment using different methods and changes to arrangements for accessing services or facilities.

We will keep you informed about this type of change and inform you in advance of changes occurring as far as reasonably possible.

7.2 Liability

7.2.1 We take reasonable care to keep our students safe and secure on our campus. We are responsible for:

- Loss or damage you suffer that is a foreseeable result of our breach of this student agreement or our negligence. Loss or damage is foreseeable if it was an obvious consequence of our breach or negligence, or if it was contemplated by you and us at the time we entered into this agreement
- Death or personal injury caused by our negligence or the negligence of our staff

- Loss or damage caused by our fraud or fraudulent misrepresentation
- Loss or damage that you suffer if we have not provided services under this agreement with reasonable care and skill and within a reasonable time

7.2.2 We are not responsible for:

- Loss or damage that you suffer, including theft or damage to property, because of the actions or omissions of other people who are not our staff, sub-contractors, or agents, for example other students or members of the public.
- Loss or damage that you suffer because you have not followed instructions, have been negligent or careless yourself or if you have not taken steps that we asked you to take. For example, we may ask you to take action tied to public health measures, under a risk assessment related to any activity, or we may ask you to comply with requirements under an insurance policy.

7.2.3 We recommend that you insure personal property against loss or damage.

Please check whether you have appropriate insurance cover.

7.2.4 You may be liable to us if you cause damage or loss to our staff, property (including Intellectual Property and software licences) or buildings that is a foreseeable result of your breach of this student agreement or the provisions of any UCKM rule, regulation, policy, procedure or code of practice or your negligence.

7.3 Ending or Suspending the Student Agreement

7.3.1 Your student agreement will end if you cancel or withdraw under [paragraph 1.3](#) (Cancelling after you accept your offer but before starting your course) or [paragraph 1.4](#) (Cancellation and withdrawal at the start of your course).

7.3.2 If you wish to withdraw after your course has started, you must contact your programme leader or the Head of Higher Education and provide a written intention to withdrawal, via the following [online form](#).

There are financial implications if you withdraw.

See [paragraph 5.6](#) (Financial arrangements on withdrawal, suspension, or other interruption).

7.3.3 If you wish to put your studies on hold after your course has started, you must contact your programme leader or the Head of Higher Education and provide a written intention to pause your studies. It may not always be possible to agree to your request.

7.3.5 We may withdraw your offer and end your student agreement if:

- You provided inaccurate or incorrect information during the application process ([see paragraph 1.1.4](#))
- You do not meet all the academic conditions and non-academic requirements of your offer (see [paragraphs 1.2](#) and [1.3](#) of this Student Agreement).
- The programme is withdrawn or deferred before you have enrolled (see [paragraph 1.5](#) of this Student Agreement). The college may need to withdraw or cancel courses in exceptional circumstances, and if it cannot provide with an alternative offer on a programme of study, it will need to withdraw your offer.

7.3.6 We may withdraw you from your course and end this Student Agreement, or we may suspend you from your course if:

- You have not met the requirements of your course, including:
 - a. The academic requirements set out in your programme specification (see [paragraph 4.1](#) of this Student Agreement)
 - b. Academic failure in a Work Based Learning module because you were unable to secure or maintain a suitable mandatory work placement (see [paragraph 2.5](#) of this Student Agreement)

- You have provided inaccurate or incorrect information during the application and enrolment process (see [paragraph 1.1.4](#) of this Student Agreement)
- We require you to withdraw or we suspend you under:
 - a. The [Fitness to Study Policy and Procedure](#) and [paragraph 3.6](#) of this Student Agreement – where formal support arrangements have been agreed with you and put in place but your progress on your Programme has not met or adhered to the agreement.
 - b. The [Student Disciplinary Procedure](#) and [paragraph 3.6](#) of this Student Agreement - where your conduct or behaviour has led to a sanction that you are no longer permitted to have a place on the programme.
 - c. The [Student Attendance Policy and Procedure](#) and [paragraph 3.1](#) of this Student Agreement – This will be because of sanctions agreed as a result, of an evidenced lack of engagement in your attendance for teaching, learning and assessment.
- You fail to pay tuition fees (for more information see [Section 5](#) on Fees and Charges and [HE Student Debt Policy and Procedures](#). By studying at UCKM you are liable for any tuition fees and non-payment may lead to sanctions, including withdrawal.

See [paragraph 5.6](#) (Financial arrangements on withdrawal, suspension or other interruption) for more information about fees, refunds and access to funding if you put your studies on hold, are withdrawn or suspended.

7.3.8 We may withdraw you from your course under the [Attendance Policy and Procedure](#) and end this Student Agreement if:

- You do not respond or re-engage with your learning after we have raised concerns with you about your level of engagement with your course.

- You do not have or maintain the correct visa or other immigration status to allow you to study at UCKM or fail to comply with any conditions attached to your visa, including requirements for placements (see [paragraphs 1.2.6 and 6](#)). We will need to report to the Home Office if we withdraw you for this reason.

7.3.9 In some cases, you may have a right to appeal a decision to require you to withdraw as described in the relevant policy.

For example, if you wish to appeal against an academic assessment, you may do so under the [Academic Appeals Policy](#).

7.4 General

7.4.1 You must tell us about any changes to your personal information. You must email your programme leader or admission team about any updates or changes immediately to update your details on our student record system. We will use the contact details you give us and you should not expect us to find alternative ways of contacting you.

7.4.2 We will use the personal information you provide to us and other information about you as described in:

a. our [Student Recruitment and Admissions Privacy Notice](#).

You will have been provided with links to this notice during the admissions process and you can review it on [our website](#).

b. our [Student Privacy Notice](#).

You are prompted to read our Student Privacy Notice when you register online, and you can review it on [our website](#).

You may also be given separate privacy information by us about specific uses of your personal information.

7.4.3 No third party has any right to enforce any of the terms of your student agreement.

7.4.4 This student agreement and any dispute or claim arising out of it or in connection with it are governed by and construed under the English law and subject to the jurisdiction of the English courts.

Document Change Log	
Summary of changes made between previous issue and this current issue	Page number
Reviewed for Competition and Markets Authority compliance during Open University approval and validation 2023/2024.	Revised document

Glossary of Terms

Academic Offence	A breach of academic regulations such as plagiarism
Attendance	This is a record of attendance in person in taught sessions or on placement
CAS	Confirmation of Acceptance of Student with the UKVI
Disciplinary Offence	A non-academic offence such as disruptive or inappropriate behaviour
Engagement	This is a record of engagement with learning on a programme. It does not require attendance but learning material are accessed and assessments submitted
Enrolment	This is the point at which you start your programme of study, including a signature on an enrolment form
Exceptional Circumstances	This is a process where a change in your circumstances will affect your studies significantly to require adjustment to assessment schedules, or to consider if your performance on assessment may be affected.
Interrupted studies/ Break in Learning	This is an agreed period of time away from your studies. This may be because of exceptional circumstances

Material Change	A significant change to the college and /or programme information provided to you.
Module	This is also sometimes referred to a 'unit.' Your programme will include a series of credit bearing modules that must be completed successfully for the qualification to be awarded.
OIAHE	The Office for the Independent Adjudicator in Higher Education. They are able to review complaints and appeals once you have exhausted all the College's Complaints and Appeals processes. The OIAHE publish criteria for eligibility for review of complaints and appeals.
OU	The Open University. They are the awarding body for your programme.
Programme	This is also referred to as a 'course.' It is a period of study made up of modules that will lead to a qualification such as a foundation degree.
SFE	Student Finance England
SLC	Student Loan Company
Sponsor	This may be an organisation, employer or individual that is contributing towards your tuition fees on your behalf
Tuition Fees	These are the fees that cover the teaching and assessment on your programme
UCAS	Universities and Colleges Application Service
UCKM	University Centre Kingston Maurward – the Higher Education section of Kingston Maurward College
UKCISA	UK Centre for International Students
UKVI	UK Visa and Immigration Service
Withdrawal	Ending your studies part way through a programme, and without gaining the full qualification

Equality Analysis

Name of Policy: UCKM Student Agreement (Terms and Conditions)

Person Responsible: Jade Fawcett

Date of Analysis: 19/06/2024

1: Identify aims of the activity

What is the purpose of the policy and who is intended to benefit?

This document outlines the responsibilities of the student and UCKM in relation to the learner's studies.

2: Assess likely impact

How might this policy have an impact on staff, visitors or learners in terms of disability, age, race, gender, religious belief, trans-identity, sexuality?

Positive Impact

No Impact

Negative Impact

If you have identified **negative** impacts, you need to revise your activity to ensure that you are not disadvantaging any group on the grounds of disability, age, race, gender, religious belief, trans-identity, sexuality.

If you have identified **positive** impacts or **no impact**, please explain your decision

The UCKM Student Agreement ensures that new learners are aware of our Student Charter which outlines our zero-tolerance policy to any harmful behaviour. It also provides all students with an understanding of what support is available to them whilst studying at UCKM.

3: Checklist

1. Which of the following groups have you consulted?

Staff

Students

KMC Committee

Other stakeholders

(please specify below)

The Open University, HEABs

2. How frequently will you monitor the impacts of this activity?

½ termly

termly

annually

other (please specify below)

APPENDIX 1 Higher Education Course Offer Cancellation Form

If you wish to cancel your course offer, please use the on-line [Change to Application Form](#). A copy of the form is included here for your information. If you require assistance, please contact 01305 215034 and select option 1 for course enquiries.