

# Canterbury Christ Church University

## Requirements Relating to Student Registration

### 1. Scope

- 1.1 The requirements set out in this document relate to registration as a student at Canterbury Christ Church University ('the University').
- 1.2 Registration is the process of registering on a specific credit-bearing programme at the University as a student, and maintaining the student status until such time as the programme has reached its conclusion as determined by the University [Term Dates](#), or the student is withdrawn from the programme, or the University agrees a different date for the completion of the programme.
- 1.3 Students need to comply with the requirements of the programme for which they are registered as set out in the Programme Handbook. The requirements set out in this document are the general Requirements relating to Student Registration. The focus is on how a student is able to register at the University, what has to be done to acquire and maintain student status, and how student status ceases, especially before a programme is completed.
- 1.4 The requirements apply to students on all programmes at the University and for students on programmes at all partner institutions validated by the University.
- 1.5 In the event of any conflict with any other University statements, the provisions in these arrangements take precedence subject to the rights of the student.

### 2 Admission

#### *General Entrance Requirements*

- 2.1 No student is to be registered for a programme without satisfying the general entry requirements of the University in relation to previous study, together with any specific entry requirements for the programme as approved by the University.
- 2.2 Applications for programmes must be made as specified by the University.
- 2.3 An applicant may be accepted for admission only by the appropriate office designated by the University in accordance with the University's admissions and recruitment policy.
- 2.4 Students from outside the European Economic Area (EEA) must meet the requirements of United Kingdom Visas and Immigration, and ensure that they meet the requirements of their home country in relation to study abroad.
- 2.5 The University reserves the right to refuse admission to an applicant to any programme, subject to the University's procedures in force at the time for an applicant making representation against such refusal.

### ***Accreditation or Recognition of Prior Certificated Learning and Prior Experiential Learning***

- 2.6 Applicants may be admitted onto taught programmes of study and research degree programmes with taught elements on the basis of credit achieved on another programme at the University or at another institution or through work experience which has been accredited in accordance with the arrangements in place for the recognition of prior learning at the time of application.

### ***Health and Previous Criminal Convictions***

- 2.7 Applicants and students must satisfy any specific programme requirements in relation to health and character, and inform the University in writing without delay of any change in these circumstances that may affect their application or registration. In the case of applicants, the Director of Admissions is to be informed and in the case of students, the Programme Director is to be informed.
- 2.8 Where a programme requires students to provide a satisfactory check from the Disclosure and Barring Service (DBS) and such checks are pending at registration, students may be permitted temporary registration, as set out in Section 3, provided the application for the relevant checks has been made.
- 2.9 Where a student is referred to Occupational Health and clearance is pending at registration, the student may be permitted temporary registration, as set out in Section 3, provided the reference has been made.
- 2.10 Should any Health and/or DBS check subsequently prove to be unsatisfactory, the University reserves the right to terminate the registration and require the student to withdraw from the programme. The student may apply for transfer to another programme where such a check is not required under the provisions below for transfer between programmes.
- 2.11 It is a condition of registration on any programme requiring a satisfactory check from DBS that the student maintains good standing in relation to their behaviour and, where required, subscribes to the criminal record status check service.
- 2.12 A student is required to declare in writing without delay to the Programme Director any criminal investigation, caution or conviction. The Programme Director will advise the student of any action the University will need to take given the nature of the offence concerned.
- 2.13 Where a periodic declaration of good health, good character or criminal investigation, caution or conviction is required by the programme, students are required to make such full and accurate declarations by the time stated.
- 2.14 Failure to make such declarations required in relation to good health, good character or criminal investigation, caution or conviction may lead to disciplinary action under the [Student Disciplinary Procedure](#) or any fitness to practise or professional suitability procedures.

## ***Fraudulent Applications and Registrations***

- 2.15 The Director of Admissions may remove the offer of a place of any applicant who made a material false statement in the admission process by
- 2.15.1 Providing false or misleading information and/or
  - 2.15.2 Not disclosing information that would have adversely affected the determination of the application.
- 2.16 In the event of such a decision, the applicant will have the opportunity to lodge an appeal in accordance with the Admissions and Recruitment Policy.
- 2.17 The Academic Registrar may declare void the registration of any student who made a material false statement in the registration process by
- 2.17.1 providing false or misleading information and/or
  - 2.17.2 not disclosing information that would have adversely affected the determination of the application.
- 2.18 Before taking such a decision, the Academic Registrar will provide the student with the opportunity to submit representations in writing. Any appeal against such a decision will be made in accordance with the University's [Student Complaints Procedure](#).
- 2.19 Such voiding of registrations shall not affect the University's contractual right to payment for the provision of tuition and other services provided up to the date of the letter giving notification of exclusion.

## **3. Registration**

### ***General***

- 3.1 Students are required to register at the commencement of the programme and to re-register at the commencement of each year or stage. The terms 'register' and 'registration' used in this document refer to both initial registration and re-registration. The maximum period of registration on the programme is set out in the [Regulation and Credit Framework for the Conferment of Awards](#).
- 3.2 At registration, students are to present for inspection original copies of such documents, including any proof of identity, required by the Academic Registrar and notified to the students in advance. In addition, students are to provide all necessary information to enable the University to administer their programme and complete statutory returns, including the provision of additional documentation where necessary.
- 3.3 Student status commences on completion of first registration for a programme and continues, unless otherwise terminated, until the end of the specified period of study, including any extension of the period of study approved by the University.

This is subject to a requirement to re-register at the start of each programme year or stage.

- 3.4 All prospective or continuing students must register at the required times in accordance with procedures determined by the Academic Registrar.
- 3.5 Students are required to register using their full legal name and to advise the Academic Registrar promptly in writing, with the required documentary evidence, of any change of their name.
- 3.6 A student on a full-time programme of the University may not simultaneously register for, or attend, any other full-time programme at this or any other university or higher education institution without the prior approval of the Academic Registrar, unless required to do so as part of the programme at the University for which the student is registered.
- 3.7 Registration will cease when the student has withdrawn from the programme or completed the programme and been recommended for an award by the Board of Examiners for the programme for which the student has registered, except where otherwise provided for in these Requirements.

#### ***Registration on Taught Programmes***

- 3.8 A student must not allow paid employment or other activities to conflict with the study required by the modules and programme for which the student is registered and, in the case of students on a Tier 4 visa with their visa requirements, as set out in Section 6.
- 3.9 Students following taught programmes at the University must register on the programme by a date prescribed, and published by the Academic Registrar or by the responsible officer at a partner institution.
- 3.10 Students must register at the beginning of each programme year or stage relevant to the programme. After the initial registration, a student is only permitted to re-register provided that all academic and tuition fee requirements of the previous programme year or stage have been met at the time of registration.
- 3.11 Students register for a programme on either a full-time or part-time basis, but may apply to the Academic Registrar to change their mode of study. Each application will be considered on its own merits.

#### ***Registration on Research Programmes***

- 3.12 Registration on a research programme, or the non-credit-bearing pre-cursor, must be completed prior to commencing the programme.
- 3.13 Only registered students are entitled to supervision and research training, and access to computing, laboratory or other University facilities. A student must remain registered whilst he or she requires substantive supervision and/or access to computing or laboratory facilities.

- 3.14 All research students are required to register annually until the submission of the thesis and any other required reports and examinations are completed.
- 3.15 A student who has completed the minimum period of study and whose research is sufficiently advanced such that the student does not require substantive further supervision and/or access to computing or laboratory facilities while completing the writing of the thesis need not register and pay the required tuition fees.
- 3.16 Continued registration as a student will be subject to satisfactory progress and satisfactory performance in any prescribed examinations or other assessments. Where there is unsatisfactory progress and/or performance, the Head of the Graduate School or relevant Board of Examiners may require the termination of a student's registration on the recommendation of the supervisory panel.
- 3.17 A full-time student on a research programme will normally carry out the research, and be supervised on, University premises, except when undertaking approved field work.
- 3.18 A full-time student registered for a research degree may apply to the Head of the Graduate School to spend all or most of the period of study away from the University, which may include residence in another country, and attend the University when required for the purposes of supervision.

### *Failure to Register*

- 3.19 The University reserves the right to cancel the offer of a place on any year or stage of the programme if the student fails to register by one calendar month after the commencement of the programme, subject to any restrictions on registration made by United Kingdom Visas and Immigration (UKVI). The requirement relates to initial registration and re-registration.
- 3.20 The Academic Registrar may in exceptional circumstances extend for a particular student the period to undertake the required registration, including registration at a partner institution, where there is good cause. The Academic Registrar may require any necessary proofs in establishing whether there is a good cause.

### *Temporary Registration*

- 3.21 Where a student is unable to provide satisfactory evidence of one or more of the requirements for registration, but confirms the requirements have been met, or where there has been a delay in attending a registration event, the Academic Registrar may authorise temporary registration. Temporary registration is normally granted for a maximum period of 20 working days, but the period of temporary registration may be extended by the Academic Registrar for a further period in individual cases for good cause.
- 3.22 If at the end of a period of temporary registration the required evidence cannot be produced, the Academic Registrar reserves the right to void the registration. Any such decision will be preceded by an opportunity for the student to submit representations in writing to the Academic Registrar. Any appeal against such a decision will be made in accordance with the University's Student Complaints Procedures.

- 3.23 The voiding of the registration does not affect the University's contractual right to payment for services provided up to the date of the letter giving notification of exclusion.

### *Extension of Programme Registration*

- 3.24 The Academic Registrar may in exceptional circumstances extend the period of a student's registration for a programme on the payment of any required tuition fees. This is known as an extension of programme registration, and permits the student to have full access to all University services and facilities, including tuition.
- 3.25 Any application for an extension of programme registration must be made by the date specified in the Programme or Scheme Handbook. If no date is specified in the Programme or Scheme Handbook, the application must normally be made six weeks before the final assessment for the programme; where a request for an extension of a programme is made after this, the application will be considered by the Board of Examiners.
- 3.26 Decisions relating to the extension of programme registration may only be taken by the Academic Registrar, except where a Board of Examiners makes a recommendation for the extension of programme registration.
- 3.27 After consultation with the Programme Director, a student who wishes to apply for an extension of programme registration must make written application to the Academic Registrar and provide acceptable reasons. The Academic Registrar will make the decision, but will seek the views of the Programme Director.
- 3.28 Each application for an extension of programme registration will be considered on its merits. The Academic Registrar will consult the relevant Programme Director and other members of staff as appropriate before reaching a decision.
- 3.29 In the case of students on research programmes the application will be considered, and where appropriate approved, by the Research Degrees Committee. For Tier 4 students, the Committee must seek the advice of the University Immigration Compliance Manager in advance of considering the application and giving approval. The Academic Registrar will extend the period of a research student's registration following the Committee's approval and on written agreement from the student to meet the payment of the required tuition specified by the Graduate School.
- 3.30 Taking into account any comments by staff concerned, the Academic Registrar may agree an extension of programme registration and prescribe the conditions which shall be fulfilled and specify the tuition fees payable. The Academic Registrar will specify the period of extension of programme, including the start and end date of the period of extension. In no case may the extension be for a period longer than one calendar year from the date the extension commences, or extend the registration beyond the maximum registration period other than in the most exceptional of circumstances. Should a further period of extension be requested, a fresh application has to be made.

- 3.31 A condition is that the student accepts the arrangements for the extension of programme registration in writing. Students who do not accept the conditions in writing within 20 working days of the offer of an extension of programme registration will be assumed withdrawn and will be re-admitted only with the permission of the Academic Registrar on the written application of the student, unless the student submits all required assessments by the due date. Any representation against a refusal by the Academic Registrar to re-admit a student will be considered under the Student Complaints Procedure.

### *Interruption of Programme Registration*

- 3.32 The Academic Registrar may give permission to students to cease studying temporarily at the University during their programme with a view to returning at a later date. This is known as an interruption of study. The student must make an application for an interruption of study.
- 3.33 A student must complete a programme within the specified period of registration for the level of programme. Unless provided for in a scheme, the period of registration is to include any periods during which the student is required or permitted by the University to interrupt study for the programme, other than for maternity or paternity.
- 3.34 After consultation with the Programme Director, a student who wishes to apply for an interruption of study must make written application normally through the completion of the Change of Academic Circumstances form to the Academic Registrar and must give acceptable reasons for the request.
- 3.35 In the case of students on research programmes the application will be considered, and where appropriate approved, by the Research Degrees Committee for a period of three months or six months or one year. The Academic Registrar will extend the period of a research student's registration following the Committee's approval.
- 3.36 Each application for an interruption of study will be considered on its merits. The Academic Registrar will consult the relevant Programme Director or other members of staff as appropriate before reaching a decision. Where a request for an interruption is received during the written examination period for the programme, the request will be referred to the Board of Examiners for consideration.
- 3.37 Taking into account any comments by staff concerned, and the specific requirements of the programme, the Academic Registrar may give permission to students to interrupt and agree with the student the conditions which shall be fulfilled before the student may resume the programme. The Academic Registrar will specify the period of interruption, including the start and end date of the period of interruption, any tuition fee liability, and any variation to study required due to changes taking place during period of interruption. The University will inform the student of any changes to the programme that took place during the period of interruption before the student returns. In no case may the interruption be for a period longer than one calendar year from the date the interruption commences, or extend the registration beyond the maximum registration period. Should a further period of interruption be requested, a fresh application has to be made.

- 3.38 During the period of interruption, there is no right to the payment of any bursaries and loans or access to any resources of the University, except for the following:
- 3.38.1 usage without borrowing rights within the Library
  - 3.38.2 access to the student's computer accounts
  - 3.38.3 access to student support services
  - 3.38.4 Research students who will have access to all University systems and facilities except for supervision
- 3.39 A student on Tier 4 of the Points Based Visa System is required by the UKVI to return to their home country during the period of interruption. The University reserves the right to refuse to issue a further Confirmation of Acceptance of Study if a student breached UKVI rules by remaining within the United Kingdom during the interruption period.
- 3.40 During the period of interruption, the student may inform the Academic Registrar in writing of the intention to abandon the student's studies at the University. The student will be recorded as having withdrawn from the programme and will cease to be a student from the date the request is received and not from the date of interruption. In exceptional circumstances, consideration may be given by the Academic Registrar for return to the programme on the terms of the agreed interruption.
- 3.41 After the period of interruption has expired, a student who fails to return to the programme, and complete any specified registration requirements within 20 working days of the end date of the period of interruption, will be assumed to have withdrawn and will be re-admitted subsequently only at the discretion of the Academic Registrar on the written application of the student. Any representation against a refusal by the Academic Registrar to re-admit a student will be considered under the Student Complaints Procedure.
- 3.42 Where a student is permitted to interrupt the programme, all modules for the currently registered level or stage will normally be removed from the student's record even if assessments had already been taken. If any of the module marks or grades are to be retained following the student's return, this will be specified by the Academic Registrar following consultation with the student and relevant Programme Directors. Modules from previously completed levels or stages, and approved by a Board of Examiners, will be retained.

### *Transfer of Registration between Programmes*

- 3.43 A student is accepted for and registered on a specific programme, and has no right to transfer to another programme. Any application for a transfer to a different programme must be made in writing by the student to the Academic Registrar, who will consult on the application with the relevant Programme Directors and any other officer of the University deemed appropriate. The decision on an application for transfer between programmes rests with the Academic Registrar.
- 3.44 In making an application to transfer between programmes, the student may request the transfer of none, some or all of the modules successfully completed to the new programme. Where students transfer between programmes, the Programme Director for the new programme will determine, following consultation



with the student, which, if any, module marks are to be carried forward from the original programme to the new programme and whether a waiver of any programme requirements is to be permitted.

- 3.45 Each application for a change of programme will be considered by the Academic Registrar on its merits, taking into account the requirements of the programme into which the student is applying to transfer.
- 3.46 The University reserves the right to refuse an application for a transfer of programme.
- 3.47 Where there is a difference in tuition fees between programmes, the tuition fees for the new programme become payable once the application for transfer is approved. Where a refund is due, it will be payable once the transfer is approved.

### *Registration Arrangements for Students' Union Sabbatical Officers*

- 3.48 A Students' Union Sabbatical Officer who has not completed their academic programme is to consult the Academic Registrar about the arrangements for taking sabbatical leave as soon as possible after the election and not later than 1 July following the election.
- 3.49 During the period of office, a Students' Union Sabbatical Officer is deemed to be a registered full-time student of the University and retain library usage rights and access to student computer accounts and student support, and be subject to University requirements.

### *Module Registration*

- 3.50 Students on taught programmes and students on research degree programmes with taught elements are required to register for and attend modules in accordance with the relevant programme requirements.
- 3.51 Students are responsible for checking their registration for the modules for the programme by the date specified by the Academic Registrar, including their registration for the appropriate number of credits for their award.

### *University Smartcard*

- 3.52 The student is to provide the University with a photographic image for use on the Smartcard, a copy of which will be retained by the University as part of its records for the duration of a student's period of study.
- 3.53 The Smartcard is issued following registration.
- 3.54 By accepting the Smartcard, the student is accepting the published conditions of use of the Smartcard in force at the time, which may be amended by the University. Registration with the e-Library and Society of College, National and University Libraries (SCONUL) is conditional upon issue of the University Smartcard.

- 3.55 The Smartcard remains the property of the University and may be withdrawn at any time by the Academic Registrar for good reason. The University reserves the right to request the return of the Smartcard when the student ceases to be a registered student of the University.
- 3.56 The use of the Smartcard is personal to the student to whom it is issued. The student may not authorise the use of the Smartcard by another person, whether a member of the University or not.
- 3.57 No student may use or tamper with a University identity Smartcard in such a way as to use or gain benefit from or access to buildings, services or other facilities of the University to which the student is not entitled.
- 3.58 A student found to be using a Smartcard belonging to another person, to have permitted another person to use the Smartcard, or to have used the Smartcard in an unauthorised way, or tampered with the Smartcard may be subject to disciplinary action under the [Student Disciplinary Procedure](#).
- 3.59 Students are required to produce the Smartcard to confirm their identity when asked to do so by any member of the University Staff, including at times of attendance at University examinations.
- 3.60 A student who loses the Smartcard must inform the University immediately, and a replacement will be issued on payment of the published fee.
- 3.61 The Smartcard will expire on completion of the student's period of registration, including any period of extension of programme or period of assessment.

### ***Change of Personal Details and Address***

- 3.62 Students are required to notify the Academic Registrar of any changes to their personal details and address, both home and term time. Such changes must be made promptly and are to be made in accordance with the arrangements specified by the Academic Registrar.
- 3.63 The Academic Registrar reserves the right to request original proof of any change of personal details or address.

### ***Electronic Communications***

- 3.64 The University uses email to issue formal communications. The student's dedicated University email account will be used by the University to communicate important information about registration, module enrolment, assessment, degree ceremonies and other administrative matters.
- 3.65 Students are required to activate and use their University email accounts during their registration at the University. Once registered, students, including those away from the University on placement or other activities, are required to use their accounts regularly, and to ensure it remains within its permitted capacity to receive and respond to email.

## Payment of Tuition Fees

- 4.1 Registration requires a binding undertaking to pay the required tuition fees by the student for the programme on which the student is registered. A student must pay in full or have an arrangement to pay the tuition before commencing study at the University. It is the responsibility of the student to make any application to the Student Loans Company (SLC) in a timely manner to ensure that timely payment is made to the University.
- 4.2 Arrangements will be made for the collection of tuition fees or arrangements to pay as part of the Registration process. All tuition fees or other charges must be paid in accordance with the requirements set out in [Your Fees Your Responsibilities](#) Home and EU Students or Overseas Students.
- 4.3 Arrangements may be made for a student's tuition fees to be paid by a sponsor, but in the event of a default by the sponsor the student is liable for the tuition fees. Family members are not regarded as sponsors.
- 4.4 Sanctions for non-payment of tuition fees will be applied in accordance with [Your Fees Your Responsibilities](#) Home and EU Students or Overseas Students.
- 4.5 If a student withdraws from, or is permitted to interrupt, a programme of study, any remission or refund of tuition fees or any tuition fee liability will be calculated in accordance with [Your Fees Your Responsibilities](#) Home and EU Students or Overseas Students.
- 4.6 It is the responsibility of the student to inform any funding and bursary body promptly of any change in circumstances, including withdrawal from the programme for any reason, interruption or ceasing to attend. Where required, the University will provide confirmation of a change in circumstances.

## 4. Attendance

### *Term Dates*

- 5.1 Students at the University must be available to undertake any activity relating to their studies during the [term dates](#) published by the University.

### *Attendance Requirements*

- 5.2 Students must attend such lectures, seminars, tutorials, supervisions, laboratory and other practical classes, engage in on-line learning and undertake placements as may be individually required of them as part of the programme on which they are registered, as required by the University's [Attendance Policy](#) and/or programme requirements.
- 5.3 Students must attend at the University or any other location where a programme is held whenever attendance is required, including attendance for the purpose of assessment and examination.

### *Absence during Term*

- 5.4 Any student who wishes to apply for leave of absence from the University during term time, or other period of required attendance, for exceptional reasons must apply to the relevant Programme Director(s), normally in advance of taking any leave of absence.
- 5.5 Where a student is absent during term time or other period of required attendance without leave of absence for 10 expected student contacts, action will be taken under the University's Attendance Policy.

#### *Termination of Studies for Failure to Attend*

- 5.6 Where a student is subject to action under the University's Attendance Policy, and continues to fail to attend the student will be assumed withdrawn under the arrangements set out in Section 8 below.

### **6 Special Requirements Relating to Students from Outside the European Economic Area (EEA), including Attendance Requirements**

#### *General*

- 6.1 Students in attendance at the University who are subject to visa requirements are required to meet the requirements of United Kingdom Visas and Immigration (UKVI).
- 6.2 The University will meet its obligations to provide the requisite information to the UKVI on attendance by the students. These obligations will be published to the students concerned.
- 6.3 Where the UKVI introduces new requirements, the University will comply. Where appropriate, the University will take reasonable steps to inform those students affected of the implications for their registration and the action that has to be taken either by the student and/or by the University.

#### *Issuing of Confirmation of Acceptance of Study (CAS)*

- 6.4 The University reserves the right to refuse to issue a Confirmation of Acceptance of Study (CAS) to applicants and students who
- (a) have breached the Immigration Rules; or
  - (b) cannot meet the necessary funding requirements as stated in the Immigration Rules that would result in an automatic refusal of their visa application; or
  - (c) will not be able to complete their programme due to the time limit restrictions stipulated by UKVI.

#### *Requirements Relating to the Provision of Information by Students*

- 6.5 Students studying at the University will be required to provide evidence of their leave to stay in the UK. The evidence required is a student visa, work permit or

some other form of leave, together with a valid passport. Where the student has an outstanding application with the UKVI, satisfactory evidence must be provided.

- 6.6 Where a student fails to provide the required evidence by the specified date, the University will presume the student does not have valid leave to study in the UK. A formal notification will be issued advising the student that failure to produce the required documents within 14 calendar days will result in cancellation of the student's registration and the appropriate notification being sent to the UKVI.

#### *Students on a Tier 4 Student Visa failing to Attend their Studies Regularly*

- 6.7 Students on Tier 4 of the Points Based Visa System are sponsored by the University. The University has a duty to ensure regular attendance and advise the UKVI if a student is not attending.
- 6.8 Where a Tier 4 student misses 10 expected consecutive contacts, and the absence is unauthorised, the University will notify the UKVI. The student will be informed of this notification although at this stage the University may at its discretion continue sponsoring the student while further investigations are made depending on the circumstances of the absence.
- 6.9 Should a student not re-engage regularly with their studies after the issue of the notification, the University reserves the right to revoke sponsorship of the student under Tier 4. The decision to revoke sponsorship of a Tier 4 student for irregular attendance will be taken by the Academic Registrar after consultation with the student, the Programme Director and the University Immigration Compliance Manager. Should the University revoke sponsorship, the Academic Registrar will formally withdraw the student from the University and notify the UKVI that the student has been withdrawn and advised to return home.

#### *Withdrawal of Tier 4 Students without Leave to Stay*

- 6.10 It is the student's responsibility to keep the visa current. If a student allows their leave to stay to lapse, the University reserves the right to withdraw the student from the programme and the University with immediate effect if the student is unable or unwilling to regularise their stay in the UK. The student will be advised to leave the UK and to return home.
- 6.11 The student will be informed in writing by the Academic Registrar or nominee of the withdrawal from the programme and the University because the student does not have valid leave to study in the UK.
- 6.12 A student required to withdraw will not be entitled to the repayment of tuition fees other than in accordance with the provisions set out in [Your Fees Your Responsibilities](#) Home and EU Students or Overseas Students.
- 6.13 The UKVI will be informed that the student is being withdrawn because the student does not have valid leave to study in the UK.
- 6.14 Where a Tier 4 student who allows the leave to stay to lapse and requests the University to provide a Confirmation of Acceptance of Studies (CAS) to apply for an extension of studies, the University will consider each request on its merits. Where

a student has overstayed by more than 28 calendar days the University will not issue a CAS unless there are extreme documented circumstances, for instance if the student was hospitalised. A decision to issue an over-stayer of more than 28 calendar days with a CAS will be taken by the Pro-Vice Chancellor (Resources) on the advice of the Academic Registrar.

## **7 Student Conduct**

- 7.1 Students are required to conduct themselves in an orderly manner to avoid causing injury, damage or disturbance to others, or creating a serious risk, in and outside the University. Disciplinary action, in accordance with the [Student Disciplinary Procedure](#), may be taken against students who fail to conduct themselves appropriately, including, if relevant, through fitness to practise or professional suitability proceedings. Action under the [Code of Student Professional Conduct](#) may lead to withdrawal from the University.
- 7.2 Students are required to act with honesty and integrity in fulfilling requirements in relation to assessment of their academic progress, and may be subject to disciplinary action for [plagiarism](#) and [academic misconduct](#) if they fail to do so, which may lead to a requirement to withdraw from the University.

## **8 Withdrawal from Programme**

### ***Withdrawal by Student***

- 8.1 A student must inform the Academic Registrar in writing of any intention to withdraw from the programme.
- 8.2 The effective withdrawal date shall be the later of:
- 8.2.1 the date on which the Registry receives formal notification of withdrawal from the student or
  - 8.2.2 the last date of attendance.
- 8.3 In exceptional cases, the Academic Registrar may agree with the student a withdrawal date that is different from the effective withdrawal date specified in 8.2, and refer to the Director of Finance any tuition fee liability and bursary or loan repayment.

### ***Withdrawal by the University***

- 8.4 The University reserves the right to require a student to withdraw from the programme of study. Usually the withdrawal will arise in one or more of the following circumstances, subject to any appeal under the appropriate procedure:
- 8.4.1 a decision taken by a Board of Examiners or through any fitness to practise proceedings that the student is required to withdraw from the University

- 8.4.2 failure on placement that the student is required to withdraw from the University, in accordance with the procedures established for the programme
  - 8.4.3 disciplinary action under the University's [Student Disciplinary Procedure](#) or [Code of Student Professional Conduct](#) that the student is required to withdraw from the University
  - 8.4.4 disciplinary action under the University's plagiarism procedures that the student is required to withdraw from the University
  - 8.4.5 withdrawal due to sanctions relating to the non-payment of tuition fees in accordance with [Your Fees Your Responsibilities](#) Home and EU Students or Overseas Students.
- 8.5 To comply with the University's license with United Kingdom Visas and Immigration, the Academic Registrar may terminate a student's studies if the student is found to be in breach of the visa conditions as set out in Section 6.
- 8.6 The effective withdrawal date by the University shall be the date of the written notification to the student of the withdrawal.

### *Assumed Withdrawal*

- 8.7 Where a student fails to attend or engage in assessment and/or fails to respond to official correspondence from the University, and the matter is drawn to the attention of the Academic Registrar, the student will be notified in writing by the Academic Registrar that the University has assumed withdrawal by the student as a result of their lack of attendance or engagement from the date of the letter or any other date stipulated in the letter.
- 8.8 The student will be given an opportunity to challenge the status of assumed withdrawn within 20 working days of the notification of the assumed withdrawal, except in the case of Tier 4 students where the UKVI requirements are such that students will be given 7 working days to respond before a report is made by the University to the UKVI.
- 8.9 The effective withdrawal date shall be the date of the written notification to the student of the assumed withdrawal.
- 8.10 Where the student challenges the assumed withdrawn status, the matter will be referred back to the relevant individual, department, Board of Examiners or other body, as appropriate, for the appropriate decision-making process to be instigated.

### *Suspension of Programme Registration*

- 8.11 The University reserves the right to suspend neutrally a student's studies pending investigation under the University's [Student Disciplinary Procedure](#) or [Code of Student Professional Conduct](#).
- 8.12 The effective neutral suspension date shall be the date of the notification to the student of the suspension.

## **9 Provision of Services in the Event of Industrial Action or Emergencies**

- 9.1 Should industrial action or circumstances beyond the control of the University interfere with its ability to provide education services, the University undertakes to take all reasonable steps to minimise the disruption to those services.

## **10 Intellectual Property**

- 10.1 Ownership of Intellectual Property created by a Student, who is not also a University employee, normally rests with the Student. However, the University may assert a proprietary interest in such intellectual property rights where:
- a) Development of the intellectual property has involved substantial use of University resources and/or services beyond those needed to meet subject or course requirements.
  - b) Development of the intellectual property has resulted from use of University intellectual property.
  - c) The intellectual property forms part of the intellectual property generated by a team of which the student is directly or indirectly a member.
  - d) The student is involved in a project funded by the University.
  - e) The student is involved in a project/competition sponsored by a third party who has contracted with the University to own all resulting intellectual property rights. In this case, the student intellectual property rights need to be assigned to the University, so that it can be assigned to the third party sponsor.
- 10.2 Students who are also University Employees, including Research Assistants and Knowledge Transfer Partnership Associates, are treated as Employees for the purposes of this policy. The employer of students who are employed by an organisation sponsoring their studies will be the first owner of any Intellectual Property arising, according to the nature of the work being undertaken; ownership arrangements will otherwise be dealt with in accordance with the terms of the sponsorship agreement between the employer and the University.
- 10.3 Students grant to the University and its subsidiaries a nonexclusive, perpetual, world-wide, royalty free licence to use intellectual property created by a student in the course of his/her studies with the University for administrative, promotional, teaching and research purposes, with rights to sub-license.
- 10.4 Postgraduate research students will normally be asked to sign an Intellectual Property Assignment agreement prior to their registration with the University; in consideration for such assignment they will receive support and benefits from subsequent use of intellectual property to which they have made a direct, inventive contribution as if they were a University Employee. Should a student refuse to assign his/her arising intellectual property to the University, the University reserves the right to withhold the student's access to the area of research and to seek to find, without obligation of success, an alternative research topic which will not compromise any University interests or those of its employees.



- 10.5 If a student creates intellectual property outside the scope of his/her University studies, with significant use of University resources, an agreement will be drawn up beforehand regarding ownership of Intellectual Property.
- 10.6 Investment in or support of commercial development of a student's materials will be granted by the University only where an Intellectual Property Assignment agreement is in place which transfers ownership to the University. In this event the student will be rewarded as if he/she were a University Employee.
- 10.7 This section should be read in conjunction with the [University's Intellectual Property Policy relating to Students](#).

Please contact the University [i-zone](#) if there is anything in this document that you are unsure about or you would like to have explained further.

Revised July 2015