

Academic regulations  
Regulations concerning  
students  
Academic governance and  
management regulations  
Library Services and  
Information Technology  
Services regulations

*Academic session 2013/14*

# Contents

<b>Introduction</b>	<b>1</b>
<b>Section A Academic regulations</b>	
<b>A1 General academic regulations</b>	<b>3</b>
1. Awards of King's College London	3
2. Academic year	4
3. Approved programmes of study	4
4. College dates and times of lectures	6
5. Award and revocation of degrees and other awards	6
6. Suspension of regulations	7
7. Procedures for investigating concerns about academic standards and quality	7
<b>A2 Regulations for admission and registration</b>	<b>9</b>
1. Admission of students	9
2. General entrance qualifications and requirements	9
3. Admission requirements for undergraduate programmes	9
4. Admission requirements for taught postgraduate programmes	10
5. Admission requirements for postgraduate research degree programmes	10
6. Credit transfer – incoming students	11
7. Enrolment and registration of students	12
8. Communications from the College	13
9. Termination of studies	13
<b>A3 Regulations for taught programmes</b>	<b>15</b>
1. Introduction and scope	15
2. Credit levels and credit values	15
Table 1: The national system of levels and awards appropriate for the College	15
3. Period of study	16
Table 2: Minimum and maximum periods of study	16
4. Programmes of study	17
Table 3: Minimum and maximum credit tariffs	18
5. Modules	24
6. Off campus study and credit transfer	25
7. Module assessment	26
8. Pass marks	27
9. Progression requirements	27
10. Award requirements	28
11. Undergraduate marking schemes	29
12. Scheme for the award of honours for Bachelor degrees and Integrated Masters degrees	29
13. Scheme for the award of Undergraduate Certificates, Undergraduate Diplomas, Graduate Diplomas, Graduate Certificates and Foundation degrees	30
14. Taught postgraduate marking schemes (excluding Integrated Masters degrees)	31
15. Scheme for the award of Masters degrees (excluding Integrated Masters degrees)	31
16. Scheme for the award of Postgraduate Certificates and	32

	Postgraduate Diplomas	
17.	Aegrotat provisions (level 6 degrees only)	32
18.	Absence from “timed” examinations, including in-course examinations through illness or other good cause	33
19.	Inability to meet an assessment submission deadline through illness or other good cause	35
20.	Reassessment/failure	36
21.	Illness and other good cause	38
22.	Replacement and alternative assessment	38
23.	Internal Examiners	38
24.	Assessors	39
25.	External Examiners	39
26.	Setting examination question papers	42
27.	Copyright of examination question papers	43
28.	Marking schemes	43
29.	Confidentiality and security in relation to examinations	44
30.	Timing of assessment	44
31.	Admission to examinations and other forms of assessment	45
32.	Examination scripts, other written assignments and marking	46
33.	Oral examinations	46
34.	Viva voce examinations	46
35.	Publication of examination results	47
36.	Issue of Certificates	48
37.	Examination offences	48
38.	Representations concerning decisions of Boards of Examiners	49
<b>A4</b>	<b>Regulations for research degrees</b>	<b>55</b>
1.	Research degrees: scope	55
2.	Minimum period of registration	55
3.	Registration status	56
4.	Timescales for the submission of thesis	57
5.	Advanced standing and transfer	57
6.	Arrangements concerning work taken in collaboration with external organisations	58
7.	Registration under the Public Research Institutions and Industrial Research Laboratories Schemes	59
8.	Registration under the full-time employees scheme	60
9.	Attendance and programme of study	61
10.	Entry to and examination of thesis	62
11.	Criteria for thesis and awards	62
12.	Appointment of examiners	67
13.	Conduct of examinations	68
14.	Results of the examination	69
15.	Representation concerning a decision of the examiners	71
16.	The Office of the Independent Adjudicator (OIA)	73
17.	Allegations of plagiarism or other research misconduct during the programme of study	74
18.	Availability of thesis	74
<b>A5</b>	<b>Regulations for higher doctorates</b>	<b>75</b>
1.	Criteria	75
2.	Eligibility	75
3.	Preliminary approval	75
4.	Notice of submission	76
5.	Submission	76

6.	Examination panel	76
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## **Section B Regulations concerning students**

<b>B1</b>	<b>General student regulations</b>	<b>79</b>
1.	Authority	79
2.	Definitions	79
3.	College regulations	79
4.	Compliance with College policy statements	81
5.	Payment of fees and other charges	82
6.	Residential accommodation fees	83
<b>B2</b>	<b>Residence regulations</b>	<b>87</b>
1.	Introduction	87
	Nature of Agreement	87
	Terms of the Agreement	87
	Accepting the Agreement	87
2.	Our Responsibilities	88
	Services & facilities	88
	Insurance	89
3.	Your responsibilities	89
	Residence Fee	89
	Deposit	90
	Inventory	90
	Using the Accommodation	90
	Visitors	90
	Moving rooms	91
	Risk assessment	91
	Respect for others	91
	Repairs, maintenance and alterations	92
	Safety and security	92
	Pets	93
	At end of the Agreement	93
4.	Our Rights	94
	Alterations and building work	94
	Access & inspection	94
	Removal of items from the Accommodation	94
	Our right to require you to relocate	94
5.	Your Rights	95
	Occupation	95
	Distance Selling Regulations	95
6.	Breach of Agreement	96
	Payment for loss or damage	96
	The procedure we will follow if you have breached the agreement	96
7.	Termination of the Agreement	98
	Your rights to terminate before you take occupancy	98
	Our rights to terminate before you take occupancy	99
	Other rights to terminate	99
	Our right to terminate if you have breached Ts & Cs	100
	Our right to terminate for other reasons	101
	Effect if we terminate the Agreement	101
8.	Complaints procedure	101
9.	Appeals procedure	102
10.	Other matters	102

11.	Payment of Residence Fee	104
12.	Glossary	105
Appendices to the Residence regulations		
	Appendix 1 Complaint and review procedure	108
	Appendix 2 Procedure for room or residence swaps	110
	Appendix 3 Procedure for request for termination of agreement	111
	Appendix 4 Procedure for arranging private parties	113
	Appendix 5 Residence disciplinary procedures	115
	Appendix 6 Procedure for overnight guest	119
<b>B3</b>	<b>Misconduct regulations</b>	<b>121</b>
1.	Misconduct	121
2.	General provisions	121
3.	Suspected misconduct	122
4.	Examinations Misconduct Committee	123
5.	Disciplinary Committee	124
6.	Examination Misconduct Committee and Disciplinary Committee hearing procedure	125
7.	Outcome of hearings	126
8.	Appeal	128
9.	The Office of the Independent Adjudicator (OIA)	130
<b>B4</b>	<b>Academic progress regulations</b>	<b>131</b>
1.	Removal of students for failure to make sufficient academic progress	131
2.	Appeals against removal on academic grounds	132
3.	Removal of a student from an external environment	134
4.	The Office of the Independent Adjudicator (OIA)	135
<b>B5</b>	<b>Fitness for registration and practise regulations</b>	<b>137</b>
1.	Introduction	137
2.	Foundation Year One	137
3.	Definition and remit	138
4.	Emergency powers	138
5.	Delegation	138
6.	Representation	138
7.	Confidentiality	139
8.	Communications between the College and the student	139
9.	Attendance	139
10.	Referral to the Fitness to Practise Committee	139
11.	Fitness to Practise Committee	140
12.	Fitness to practise hearing procedure	141
13.	Outcome of hearings	140
14.	Appeal	142
15.	Emergency provisions	145
16.	The Office of the Independent Adjudicator for Higher Education (OIA)	145
<b>B6</b>	<b>Student complaints procedure</b>	<b>147</b>
1.	Introduction	147
2.	Advice and guidance for students	147
3.	Scope of the procedure	148
4.	Complaints made without foundation, in bad faith or anonymously	149

5.	Victimisation: declaration of intent	149
6.	Resolution of complaints	149
7.	Confidentiality and record keeping	149
8.	Timescales	150
9.	Stage One: local informal resolution	150
10.	Stage Two: investigation by relevant Head of Department/ Division, School or service area or equivalent	151
11.	Stage Three: investigation by the Director of Students and Education	152
12.	Stage Four: appeal	153
13.	The Office of the Independent Adjudicator (OIA)	155
<b>B7</b>	<b>The Principal's emergency powers to suspend and exclude students</b>	<b>157</b>
1.	Suspension and exclusion	157
 <b>Section C Academic governance and management regulations</b>		
<b>C1</b>	<b>The Academic Board and its sub-structure</b>	<b>159</b>
1.	Purpose	159
2.	Terms of reference	159
3.	Chair	159
4.	Membership	159
5.	Meetings	162
6.	Quoracy	163
7.	Voting	163
8.	Conduct of business	163
9.	Method of election for elected members in the School members category	163
10.	Academic Board sub-structure	164
11.	College Education Committee	164
12.	College Assessment Board	166
13.	School Boards of Examiners	167
14.	Programme Boards of Examiners	169
15.	Executive Committee of a Board of Examiners	172
16.	Personalised examination provision	172
17.	Research Degrees Examination Board	175
18.	College Research Committee	176
19.	Programme Development and Approval Committee	177
<b>C2</b>	<b>Membership and organisation of Schools</b>	<b>179</b>
<b>C3.</b>	<b>Use of College buildings</b>	<b>181</b>
 <b>Section D Library Services and Information Technology Services regulations</b>		
1.	Introduction and scope	183
2.	Admission	184
3.	Use of resources: borrowing and reference	185
4.	Conduct in Library or IT facilities	187
5.	Gifts and loans	188
6.	Use of the IT facilities and services	189
7.	Use of audio visual services	192
8.	Use of telephone services	192
9.	Monitoring of communications	193

<b>Section E</b>	<b>Related policies and procedures</b>	<b>195</b>
<b>Appendices</b>		
Appendix 1	Glossary of terms	197
Appendix 2	Criteria for degrees	201
Appendix 3	The Visitor of the College and the Office of the Independent Adjudicator (OIA)	205
Appendix 4	Diagram of the Academic Board and its sub-structure	207
<b>Index</b>		<b>209</b>

# 1. Introduction

- 1.1 These Regulations are made by the Academic Board under delegated authority from the Council in accordance with Article 8 of the Charter and Ordinance B8.8, after consultation with the Academic Board, and may be amended from time to time by the Academic Board.
- 1.2 Students registered to follow programmes of study or to undertake research at the College are subject to the Regulations made by or under the authority of the Academic Board.
- 1.3 College Regulations governing the conduct of academic activity and student discipline are published annually in September.
- 1.4 New or amended Regulations which are approved by the Academic Board during an academic year will be published in the Regulations for the following academic year.
- 1.5 Amendments to the Regulations (mid-session) shall be advertised on the College website.
- 1.6 A copy of the Regulations, as amended from time to time, shall be kept in the Directorate of Students and Education, each School Office or other relevant administrative unit, each Campus Library and also made available electronically on the College website and shall be available for scrutiny by members of the College.
- 1.7 These Regulations are supplemented by a number of policies and procedures approved by the Academic Board, or its sub-committees acting under delegated authority of the Academic Board. A list of policies and procedures is provided in Section E.





# Section A

## Academic regulations

# A1 General academic regulations

## 1. Awards of King's College London<sup>1</sup>

- 1.1 Taught awards below level 4
  - International foundation programme in Humanities and Social Sciences
  - International Science foundation programme
  - International pre-masters programme
- 1.2 Taught awards at level 4
  - Undergraduate Certificate (UGCert)
- 1.3 Taught awards at level 5
  - Undergraduate Diploma (DipHE)
  - Foundation Degree (Fd)
    - Foundation Degree Arts (FdA)
    - Foundation Degree Sciences (FdSc)
  - Ordinary degree (Ord) (available as exit awards only): BA, BSc, BEng, BSc(Eng), BMus, and LLB
- 1.4 Taught awards at level 6
  - Honours degrees (Hons)
    - Bachelor of Arts (BA)
    - Bachelor of Engineering (BEng)
    - Bachelor of Laws (LLB)
    - Bachelor of Music (BMus)
    - Bachelor of Science (BSc)
    - Bachelor of Science (Engineering) (BSc (Eng))
  - Professional Graduate Certificate in Education (PGCE Professional)
  - Graduate Certificate (GradCert)
  - Graduate Diploma (GradDip)
- 1.5 Taught awards at level 7
  - First degrees
    - Bachelor of Dental Surgery (BDS)
    - Bachelor of Medicine and Bachelor of Surgery (MB BS)
  - First degrees - integrated Masters degrees
    - Master of Engineering (MEng)
    - Master of Pharmacy (MPharm)
    - Master in Science (MSci)
  - Postgraduate Certificate (PGCert)
  - Postgraduate Certificate in Education (PGCE)
  - Postgraduate Diploma (PGDip)

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<sup>1</sup> For awards of the University of London see the Regulations for the academic session 2009/10. There are no new registrations onto University of London awards.

- Masters degrees
  - Master of Arts (MA)
  - Master of Business Administration (MBA)
  - Master of Clinical Dentistry (MClinDent)
  - Master of Laws (LLM)
  - Master of Music (MMus)
  - Master of Public Health (MPH)
  - Master of Research (MRes)
  - Master of Science (MSc)
  - Master in Teaching and Learning (MTL)
- 1.6 Research degrees at level 7
  - Master of Philosophy (MPhil)
  - Master in Philosophical Studies (MPhilStud)
- 1.7 Research degrees at level 8
  - Doctor in Clinical Psychology (DClinPsy)
  - Doctor in Education (EdD)
  - Doctor in Health Care (DHC)
  - Doctor of Medicine (Research) (MD(Res))
  - Doctor in Theology and Ministry (DThM)
  - Doctor of Philosophy (PhD)
  - Doctor in Professional Studies (DrPS)
- 1.8 Higher doctorates
  - Doctor of Science (DSc)
  - Doctor of Letters (DLitt)
- 1.9 Other awards
  - Associateship of King's College London (AKC)
  - King's Experience Awards
- 2. Academic year**
- 2.1 The College's 'academic year' is the period from 1 September to the subsequent 31 August.
- 2.2 The word 'year' when used without limitations means a calendar year.
- 3. Approved programmes of study**
- 3.1 A programme of study offered by the College must comply with the criteria established by the Academic Board.
- 3.2 The timetable for the approval and introduction of new or amended programmes of study and associated modules will be in accordance with that specified annually by the relevant committee of the Academic Board. Amendments to programme regulations will not normally be introduced during an academic year.<sup>2</sup>

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<sup>2</sup> Unless otherwise published, programme regulations are contained within programme specifications.

- 3.3 A programme of study and its associated modules and regulations must be approved by the relevant School Committee in accordance with the procedures agreed by the Academic Board and/or its sub-committees<sup>3</sup> and must conform to the criteria established for programmes of study (given in Appendix 2) before the programme may be offered. The regulations for the programme of study must specify which, if any, modules or combinations of modules must be passed before a student is eligible for the award and which, if any, must be attempted in order to complete the programme of study.
- 3.4 A student may apply, or be required by the School<sup>4</sup> in which s/he is registered, to spend part of her/his programme of study abroad. The period spent in study abroad shall be determined by the student's School in accordance with the regulations for the award, provided that for students following a full-time programme of study for a first degree the minimum duration of the period of study at the College shall be at least two years.
- 3.5 The regulations for each programme of study shall specify the duration of the programme in full-time and, where applicable, part-time mode and shall also specify the minimum period of study for the award and the maximum period for which credit for the award may be counted. The period of study shall normally be continuous unless the Academic Board has permitted its interruption, either generally by regulation or in an individual case.
- 3.6 Under authority delegated by the Academic Board, a School may, at its discretion, grant an interruption of a programme of study to a student on grounds of illness or other adequate cause, provided that the period of interruption does not exceed two years and that the total duration of the student's programme of study, including any such interruption, does not exceed the maximum period specified for the currency of credit for the award.
- 3.7 The maximum periods of currency for full-time or part-time awards of the College are specified in Regulation 3.2 of A3 *Regulations for taught programmes* and Regulation 4.2 of A4 *Regulations for research degrees*. For awards not covered by Regulation 3.2 the maximum period of currency shall be specified in the relevant programme specification. In no instance shall the currency of any award of the College be more than ten years.
- 3.8 A student who has been awarded a qualification by the College may not subsequently be awarded the same qualification in the same subject or field of study.
- 3.9 Except where the regulations for any award provide otherwise, a student who has been awarded a qualification by the College may apply to register again for that same qualification in a different subject or field of study, provided that on each occasion the student registers anew and complies with all regulations for the qualification as if s/he were registering for the first time. No further attempts at modules previously attempted will be permitted.
- 3.10 Subject to the regulations for the qualification in question, a student who has already been awarded a qualification may, with the approval of the Academic Board, register

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<sup>3</sup> *Procedures for programme and module approval and modification*

<sup>4</sup> Throughout these Regulations the term "School" also includes the grouping of free standing global institutes and the English Language Centre which operate as a "virtual" School for the purposes of academic governance and quality assurance.

for a supplementary programme of study under the regulations for that same qualification and may enter the corresponding examination after a period of study which will be prescribed in each case. Students who complete a supplementary programme of study and pass the corresponding examination will be provided by the College with a statement which will include the following information:

- Name of student
- Qualification already obtained
- Period of supplementary study
- Standard of honours or other mark of distinction attained (where appropriate)
- Examinations passed
- Marks awarded

- 3.11 All questions related to the modification of programmes of study shall be referred to the Academic Board.

#### **4. College dates and times of lectures**

- 4.1 The dates for teaching will be determined by the Academic Board.
- 4.2 No lectures or other classes at which attendance is obligatory will normally be held:
- (a) between midday and 13.00 on Mondays during the first and second semesters (when lectures for the AKC Diploma will be held), except where alternative arrangements are made for the students concerned to fulfil the attendance requirements for the Diploma; and at other times and on other campuses as are specified by the Principal;
  - (b) at such times and on such campuses on the first and last days of each term as may be specified by the Principal for the holding of College services.
- 4.3 It is the policy of the College that any student who wishes to take part in sport or other recreational activities on Wednesday afternoon shall normally be free to do so. No lectures, classes or practicals shall normally be held on Wednesdays after 13.00, if attendance at them is obligatory or if failure to attend is likely to prejudice a student's academic progress.

#### **5. Award and revocation of degrees and other awards**

- 5.1 The authority to award and revoke any degree, diploma, certificate or other award granted by the College in accordance either with the Ordinances of the University of London or with the Charter and Statutes of King's College London and all privileges connected therewith shall be exercised by the Academic Board.
- 5.2 The School Boards of Examiners, acting on the recommendations of their constituent Boards of Examiners, the Research Degrees Examination Board and the College Assessment Board are the sole bodies having authority to recommend to the Academic Board the conferment of the awards for which they are responsible.
- 5.3 Examinations for awards in Regulation 5.1 above shall be conducted in accordance with A1 *General academic regulations*, A3 *Regulations for taught programme*, A4 *Regulations for research degrees* and with the relevant programme regulations. There may also be special instructions for particular awards which should be read in conjunction with this document. For a glossary of terms see Appendix 1.

- 5.4 A student taking an examination leading to an award conferred by the College, whether at a first or subsequent attempt, will be examined in accordance with the programme and award regulations that were current when the student enrolled.
- 5.5 Except under the provisions of Regulation 38 of A3 *Regulations for taught programmes* and Regulation 15 of A4 *Regulations for research degrees*, no decision of a properly convened and constituted Board of Examiners acting within its terms of reference and within the regulations governing the degree may be modified.
- 5.6 The Academic Board may revoke any degree, diploma, certificate or other award granted by the College in accordance either with the Ordinances of the University of London or with the Charter and Statutes of King's College London and all privileges connected therewith, if it is discovered at any time and proved to the satisfaction of the Academic Board that:
- (a) there was an administrative error in the award made under the procedures required by University of London Ordinances or King's College London regulations;  
or
  - (b) subsequent to award, a School Board of Examiners, having taken into account information which was unavailable at the time its decision was made, determines that a student's classification should be altered.
- 5.7 The Academic Board may additionally revoke any degree, diploma, certificate or other award granted by the College following a recommendation by the Examinations Misconduct Committee (see Regulation 7.2(i) of B3 *Misconduct regulations*) or by an Inquiry Panel established to investigate allegations of research misconduct (see paragraph 13.1(b) of the *Procedure for investigating and resolving allegations of research misconduct*).

## 6. Suspension of regulations

- 6.1 The Academic Board (or the Chair/Deputy Chair acting on its behalf) may consider applications for suspension of College *Academic regulations*, including those prescribed for individual programmes and for examinations.
- 6.2 Applications for suspension of College *Academic regulations* should be made through the Head of School (or Head of Graduate Studies for postgraduate research degrees) responsible for the degree programme for which the suspension is sought or on which the student(s) is enrolled, to the Director of Students and Education (or nominee), and should be accompanied by a statement from the Head of School giving a reasoned case in support of the application. Applications for suspension of examination regulations should be made through the Chair of the relevant School Board of Examiners after consideration by the relevant Programme Board of Examiners to the Director of Students and Education (or nominee).

## 7. Procedure for investigating concerns about academic standards and quality

- 7.1 Students who wish to complain about the provision or delivery of a programme or parts of programmes should do so using the *B6 Student complaints procedure*. External Examiners should raise issues or concerns they may have about academic standards and quality with the Programme Board of Examiners and in their report to

the Principal (*A3 Regulations for taught programmes*, Regulations 25.17 and 25.20). In accordance with the QAA's Quality Code, External Examiners have the right to raise any matter of serious concern in confidence in a separate report to the Principal.

- 7.2 Other concerns about the College's academic standards and quality (including concerns about the accuracy and completeness of information published by the College) should be raised in writing, in the first instance, with the relevant Head of Department/Division or Head of School, who shall normally respond within 14 days. The Head of Department/Division or Head of School may delegate the investigation of the concern to another senior staff member who may respond on behalf of the Head of Department/Division or Head of School.
- 7.3 If the person who has raised the concern remains dissatisfied following the response from the Department/Division or School, he/she may request a review of the Department/Division or School's response by the Vice-Principal (Education). The request for a review must be submitted in writing to the Vice-Principal (Education) within 14 days of the response from the Department/Division or School being issued. The Vice-Principal (Education) will normally respond within 60 days of receipt of the request for a review. The response from the Vice-Principal (Education) shall be final. The Vice-Principal (Education) may delegate the review to another senior staff member who may respond on the Vice-Principal's behalf.
- 7.4 This procedure shall not be used for concerns or issues which have been or should more appropriately be raised under another College procedure, such as the *B6 Student Complaints Procedure*, the Admissions Appeal Procedure, the academic appeal procedures and the procedures available to staff members for submitting grievances. Third parties may not use this procedure for raising concerns or issues regarding the College's relationship with a particular student, as the College provides students with procedures (such as the *B6 Student Complaints Procedure* and the academic appeals procedures) for doing so.



## **A2 Regulations for admission and registration**

### **1. Admission of students**

- 1.1 Students who meet the general entrance requirements of the College and the specific requirements of an approved programme of study may be admitted to the College by a Head of School<sup>1</sup> on behalf of the Principal, subject to the procedures for enrolment established by the College.

### **2. General entrance qualifications and requirements**

- 2.1 In order to be admitted to King's College London a student must:
- (a) satisfy the general entrance requirements of the College for the level of study (see Regulations 3, 4 or 5 below);
  - (b) have demonstrated to the College's satisfaction, taking into account individual circumstances, the intellectual maturity necessary to gain full advantage from the educational experience offered by the programme of study;
  - (c) have satisfied the College about any arrangements which are considered necessary if the student is under 18 years of age;
  - (d) satisfy the additional academic and non-academic criteria for the relevant programme;<sup>2</sup>
  - (e) demonstrate a satisfactory criminal records check as applicable;
  - (f) disclose a criminal record as applicable;
  - (g) have an appropriate visa, where applicable and have satisfied the requirements of the UK Border Agency;
  - (h) comply with the enrolment procedure laid down by the College.
- 2.2 Except for specified modules, the language of instruction in the College is English and all students must be proficient in the English language. An applicant must have a good command of English and be able to apply this in an academic environment. Applicants will be required to provide certificated proof of their competence in English prior to registration. This requirement may be waived, but only if the College is satisfied that the applicant's previous academic record clearly demonstrates their ability to study and be examined in the English language. The standard of proficiency required by the College will be published annually in the prospectuses.

### **3. Admission requirements for undergraduate programmes**

- 3.1 An applicant will be required to demonstrate a standard of education, both general and specific to the discipline to be studied, to equip them to benefit from instruction at levels 4, 5 and 6 of *The framework for higher education qualifications in England, Wales and Northern Ireland* (FHEQ) as appropriate.

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<sup>1</sup> Throughout these Regulations the term "School" also includes the grouping of free standing global institutes and the English Language Centre which operate as a "virtual" School for the purposes of academic governance and quality assurance.

<sup>2</sup> Given in the relevant programme approval documents.

#### **4. Admission requirements for taught postgraduate programmes**

4.1 The minimum entrance requirements for registration on a taught postgraduate programme are:

- (a) a Second Class Honours degree of a UK university or an overseas qualification of an equivalent standard obtained after a programme of study extending over not less than three years in a university or educational institution of university rank, in a subject appropriate to that of the programme to be followed; or
- (b) a Masters degree of the Royal College of Art; or
- (c) a registrable qualification appropriate to the programme to be followed awarded by a UK university in Medicine or Dentistry, or a qualification of an equivalent standard appropriate to the programme to be followed awarded by a university outside the UK; or
- (d) a professional or other qualification obtained by a formal examination and approved by the School in consultation with the Director of Students and Education (or nominee).

4.2 An applicant possessing alternative qualifications which do not conform with those normally prescribed in Regulation 4.1 above may be considered for registration if the applicant, by evidence of her/his background and experience or general education, scholarship or training, satisfies the School as to her/his fitness to follow and complete the programme of study, and satisfies the School in any qualifying examination or other condition, including a qualifying period of study, required by the School.

#### **5. Admission requirements for postgraduate research degree programmes**

5.1 Except as detailed in Regulation 5.3 below, the minimum entrance qualification for registration for a postgraduate research degree programme is normally an Upper Second Class Honours degree and/or a higher degree in a relevant subject, or an overseas qualification of an equivalent standard obtained after a programme of study extending over not less than three years in a university or educational institution of university rank.

5.2 An applicant possessing alternative qualifications which do not conform with those prescribed in Regulation 5.1 above may be considered for registration if the applicant, by evidence of her/his background and experience or general education, scholarship or training, satisfies the School as to her/his fitness to follow and complete the programme of study, and satisfies the School in any qualifying examination or other condition, including a qualifying period of study, required by the School.

5.3 To be eligible for registration for the MD(Res) degree, an applicant must:

- (a) have obtained the MB BS degree of the University of London or some other registrable primary qualification in Medicine and be eligible for full registration or hold limited registration with the General Medical Council; and
- (b) be working at a college of the University of London, or an associated hospital or academic unit of general practice at the time of carrying out the work described in the thesis.

## 6. Credit transfer – incoming students

- 6.1 A School may permit a student to register on a programme of study with recognition for previous study or experiential learning undertaken elsewhere or at the College as follows:
- (a) an advanced student is a student who, having successfully completed an approved programme of study at King's College London or another institution of higher education, is admitted at an appropriate point on an approved programme in a similar field of study to the College. This generally applies in cases where a student has completed a lower level award (eg DipHE or PGDip) and subsequently wishes to register for a related higher level award (eg BSc or MSc). Admission with advanced standing to postgraduate research degrees is covered in Regulation 5 of A4 *Regulations for research degrees*;
  - (b) a transfer student is a student who, having successfully completed a part of an approved programme of study at another institution of higher education, is admitted to the College at an appropriate point on an approved programme in a similar field of study. Admission to a postgraduate research degree as a transfer student is covered in Regulation 5 of A4 *Regulations for research degrees*;
  - (c) an APEL student is a student who is admitted to an approved programme at the College with credits accumulated from prior experiential learning. Such prior learning should be relevant/applicable to the intended programme of study and allow exemption from specific modules.
- 6.2 There is no general right of entry; the final decision rests with the admitting School. The admitting School may, in order to ensure that such students fulfil the objective of the programme of study, make admission conditional upon the undertaking of preparatory or supplementary studies, or the inclusion of particular modules in the programme to be taken by the student. Any such conditions shall be agreed by the School and the student before admission.
- 6.3 An applicant will not be admitted if there is any outstanding disciplinary matter, any outstanding resit examination or other assessment, or any debt to their previous institution.
- 6.4 For undergraduate and taught postgraduate programmes credit granted shall not exceed two thirds of the overall credit value of the programme.
- 6.5 The same period of study and examinations cannot be credited towards an award of King's College London and an award of any other institution or towards separate awards of King's College London.
- 6.6 Once admitted, a student will be subject to the regulations and programme requirements that are applicable to the cohort that they join.
- 6.7 Except as given in (b) below, students will only be admitted to the start of a specific year of study and will not be admitted at a point beyond the start of the final year of full-time studies or its part-time equivalent. Students entering the final year of a programme must complete and pass the approved programme of study for that year.

- (a) In the case of undergraduate degree programmes organised under A3 *Regulations for taught programmes*, students entering the final year of a programme must take 120 credits. For a level six award 90 of these credits must be at level six; for a level seven award all 120 credits must be at level seven.
  - (b) Where a student has successfully completed a Postgraduate Certificate or Diploma and registers for another postgraduate programme in the same subject, the reduced programme of study must extend over a minimum of one third of the normal period of full-time or part-time study prescribed for the programme and the student must fulfil the requirements of Table 3 in A3 *Regulations for taught programmes*. For a Masters degree the period of study and assessment conducted under the direction of the College must include a dissertation or report.
  - (c) Where a student has successfully completed a Masters degree in Dentistry and registers for the two year MClintDent programme in a related subject, the reduced programme of study must extend over a minimum of 12 months.
- 6.8 In order to be eligible for an award conferred by the College, a student admitted with credit and granted relevant exemptions must:
- (a) meet the prescribed criteria for the award;
  - (b) be assessed at the final level of the award under the direction of the College;
  - (c) complete the remainder of the prescribed period of study, including that leading to the final examinations, under the direction of the College.
- 6.9 The final classification of an award shall be based solely on the studies undertaken under the direction of the College and on the programme onto which a student has transferred.
- 6.10 The period between first registration on the previous programme of study and the date of the College award will not normally exceed ten years.

## **7. Enrolment and registration of students**

- 7.1 Students registered to follow a programme of study or to undertake research at the College are required to enrol annually according to the procedures laid down by the Director of Students and Education. Initial registration on a programme of study must take place within one month of the official start date of the programme. Where applicable, a student failing to register may forfeit their deposit.
- 7.2 A student must enrol on her/his programme of study and register for all her/his modules by the deadlines determined annually by the Director of Students and Education. Any enrolment or registration beyond these deadlines will be permitted only at the discretion of the Director of Students and Education.
- 7.3 Students subject to visa regulations are required to comply with College requirements for the monitoring of attendance.
- 7.4 Annual enrolment for a programme of study and its constituent modules includes the registration for the relevant core examinations. The conditions governing admission to, or withdrawal from, an examination and eligibility for an award are given in A3 *Regulations for taught programmes* and individual programme specifications.

- 7.5 A student will not be permitted to register concurrently for more than one award of the College or of any other higher education institution unless the scheme under which concurrent registration will operate has been approved by the Academic Board<sup>3</sup>.
- 7.6 Students may apply to transfer their registration to another programme of study offered by the College or by another higher education institution. Transfer of registration is permitted under the following conditions:
- (a) if the Head of School responsible for the programme of study on which the student is enrolled agrees; and
  - (b) if there are good academic grounds in support of the transfer or if there is other good cause.
- 7.7 The Principal, on behalf of the Council, has the discretion to confer student status on members of the King's College London Students' Union holding elected office in the Union.

## **8. Communications from the College**

- 8.1 Communications sent from the College to an individual student must be regarded as applying to that student only.

## **9. Termination of studies**

- 9.1 Decisions on admission are taken in good faith by the College on the basis that the information given is accurate and correct. If it is subsequently discovered that information given is untrue or inaccurate, the College may refuse admission or terminate without notice a student's registration.
- 9.2 Current students should inform the School of registration of any breaches of the law during their programme of study which fall within the category of those required to be disclosed at admission. Where a specific breach of the law would render the student ineligible for continuing on their programme of study, the student's registration will be terminated without notice. Failure to disclose a breach of the law may result in disciplinary action under B3 *Misconduct regulations*.
- 9.3 A student's registration may also be terminated for lack of academic progress (see B4 *Academic progress regulations*), failure to meet the requirements of the programme including failure at examinations (see Regulation 20 of A3 *Regulations for taught programmes*), inappropriate behaviour in an external environment (see Regulation 3 of B4 *Academic progress regulations*), as a result of a fitness for registration and practise hearing (see B5 *Fitness for registration and practise regulations*) and as a misconduct penalty (see Regulation 7 of B3 *Misconduct regulations*).

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<sup>3</sup> An overlap period, normally no longer than three months, is permissible for interrupting MBBS students returning from a research degree programme.



## A3 Regulations for taught programmes

### 1. Introduction and scope

- 1.1 These regulations are applicable to all taught programmes offered by the College, excluding the following: the Associateship of King's College (AKC), the King's Experience Awards, the BA in Acting at RADA, and programmes of less than four months run by the English Language Centre. The taught elements of professional doctorates, the options element of the MPhilStud and programmes below level 4 are not within the credit framework as set out in Regulations 2 – 16 below but are examined in accordance with Regulations 17 – 38 below unless otherwise indicated.
- 1.2 Students will be examined in accordance with the programme and award regulations that were current when the student first registered.

### 2. Credit levels and credit values

- 2.1 All taught programmes will be assigned to a level from *The framework for higher education qualifications in England, Wales and Northern Ireland* by the relevant School Education/Teaching Committee<sup>1</sup> as shown in Table 1 below.

*Table 1: The national system of levels and awards appropriate for the College*

Programme Level	Examples of awards
4 (Certificate)	Undergraduate Certificate
5 (Intermediate)	Undergraduate Diploma Foundation Degree Ordinary Degree
6 (Bachelors with Honours)	BA, BEng, BSc, BSc (Eng), BMus, LLB, Professional Graduate Certificate in Education Graduate Certificate Graduate Diploma
7 (Masters)	BDS, MB BS, MPharm, MEng, MSci Postgraduate Certificate/Diploma Postgraduate Certificate in Education LLM, MA, MBA, MMus, MSc, MCLinDent, MRes, MPH, MTL

- 2.2 All modules will be assigned a credit level and credit value by the relevant School Teaching Committee. Credit values shall be based on notional learning time and, except for the provisions in Regulation 2.3 below, shall be presented in multiples of 15 and shall not be greater than 60.
- 2.3 For level 7 research/dissertation modules the maximum credit value shall be 90 credits or 120 credits for MRes programmes. Where the approval of the College Education Committee has been granted a level 7 programme may include a

<sup>1</sup> Throughout these Regulations the term "School" also includes the grouping of free standing global institutes and the English Language Centre which operate as a "virtual" School for the purposes of academic governance and quality assurance.

research/dissertation module with a credit value larger than 90. Where the approval of the College Education Committee has been granted, a level 7 module leading to a level 7 award may be assigned a credit value of a multiple of 20 credits.

- 2.4 A School wishing to offer a module size not covered by Regulations 2.2 or 2.3 above will need to seek the approval of the College Education Committee and will be required to submit a reasoned case.
- 2.5 Modules offered on an intercollegiate basis by another College of the University of London and undertaken by a student of King's College as part of her/his programme of study will be assigned a nominal credit value and level by the School Education/Teaching Committee.

### 3. Period of study

- 3.1 The period of study shall be continuous unless the Academic Board has permitted its interruption, either generally by regulation or in an individual case (see Regulation 3.6 of A1 *General academic regulations*).
- 3.2 Except as provided by specific regulation approved by the Academic Board, the minimum and maximum periods of study shall be as given in Table 2 below. The maximum periods of study include any periods of interruption.

*Table 2: Minimum and maximum periods of study*

<b>Programme type</b>	<b>Minimum period of study</b>	<b>Maximum period of study</b>
Undergraduate Diploma	2 years full-time 4 years part-time 18 months part-time (for students entering with advanced standing of 120 credits)	6 years full and part-time
Foundation degree	2 years full-time 3 or 4 years part-time	6 years full and part-time
First degrees (undergraduate degrees at level 6 and integrated masters degrees at level 7)	3 years full-time	As stipulated in the individual programme specification but in no case to exceed 10 years
Graduate Certificate	4 months full-time 8 months part-time	3 years full and part-time
Graduate Diploma	8 months full-time 16 months part-time	4 years full and part-time
Postgraduate Certificate	4 months full-time 8 months part-time	3 years full and part-time
Postgraduate Diploma	8 months full-time 16 months part-time	4 years full and part-time
Masters degree	12-24 months full-time 24-48 months part-time Precise length to be stipulated in the programme specification	6 years full and part-time
MClinDent	24 months full-time 48 months part-time	8 years full and part-time



#### 4. Programmes of study

- 4.1 Each programme of study will have a programme specification approved by the relevant School Education/Teaching Committee as part of the programme approval procedure and updated on an annual basis.
- 4.2 The programme title will be descriptive of the content of the programme. For undergraduate programmes other than single honours degrees, the title of the programme shall be determined as follows:
  - (a) where two subjects have approximately equal importance “and” will be used; each subject will be expected to have modules with a minimum value of 120 credits;
  - (b) where a subject is studied with an essentially supporting subject “with” will be used; the supporting subject will be expected to have modules with a minimum value of 90 credits; the main subject in this case will have modules with a minimum value of 180 credits;
- 4.3 For one year intercalated BSc degree programmes the title of the programme shall be determined as follows:
  - (a) where at least 75 credits have been gained in an appropriate subject the title will be the appropriate subject with Basic Medical Sciences, Basic Dental Sciences, or Basic Veterinary Sciences;<sup>2</sup>
  - (b) where less than 75 credits have been gained but at least 60 credits have been gained in an appropriate subject: either Basic Medical Sciences, Basic Dental Sciences, or Basic Veterinary Sciences with the appropriate subject or if 60 credits have been gained in each of two of these subjects Basic Medical Sciences, Basic Dental Sciences, or Basic Veterinary Sciences with one appropriate subject and the other of these subjects.
- 4.4 The programme specification will indicate the combination of modules that the student will have to take and pass and at what level (the credit tariff) in order to satisfy the examiners for the award. However, in no case may the number of modules or level combinations be less than the minimum specified in Table 3 below.
- 4.5 The programme specification will also indicate any additional non-credit requirements necessary to meet the requirements for award.

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<sup>2</sup> The use of Basic Medical Sciences, Basic Dental Sciences, or Basic Veterinary Sciences will reflect the programme from which the student has intercalated, eg MB BS, BDS or BVetMed respectively.

Table 3: Minimum and maximum credit tariffs

<b>Qualification</b>	<b>FHEQ level</b>	<b>Minimum overall credits</b>	<b>Range of credit levels</b>	<b>Highest level required<sup>3</sup></b>	<b>Minimum credits at highest level</b>
Master of Clinical Dentistry (MCLinDent)	7	360	6, 7	7	330 (to include dissertation)
Masters (MA, MBA, LLM, MMus, MPH, MRes, MSc, MTL)	7	180-360	6, 7	7	150 (to include dissertation)
Postgraduate Diploma (PGDip)	7	120	6, 7	7	90
Postgraduate Certificate (PGCert)	7	60	6, 7	7	45
Integrated Masters (five year programme)	7	To be stated in programme specification but at least 480	4, 5, 6, 7	7	90
Integrated Masters (MSci, MEng, MPharm)	7	480	4, 5, 6, 7	7	90
Bachelor of Dental Surgery (BDS) (five year programme)	7	795	5, 6	6	675
Bachelor of Dental Surgery (BDS) (four year programme)	7	675	6	6	675
Bachelor of Dental Surgery (BDS) (three year programme)	7	525	6	6	525
Bachelor of Medicine and Bachelor of Surgery (MB BS) (five and six year programme)	7	Take 780 Pass 750	4, 5, 6	6	465

<sup>3</sup> A student may, should the programme specification permit, take modules of a higher level.

Table 3: Minimum and maximum credit tariffs

<b>Lowest level permitted</b>	<b>Maximum credits at lowest level</b>	<b>Maximum number of credits permitted with a condoned fail (core modules excluded). Condoned fails may not count towards the minimum credits required at the highest level. Substitute modules are included as part of the condoned fail quota, even if they are passed at the normal pass mark.</b>
6	30	30 credits at level 7 with a condoned Masters fail mark permitted, dissertation excluded. Any level 6 modules (even those passed at a mark greater than 50) will be included in this maximum
6	30	30 credits at level 7 with a condoned Masters fail mark permitted, dissertation excluded. Any level 6 modules (even those passed at a mark greater than 50) will be included in this maximum
6	30	30 credits at level 7 with a condoned Masters fail mark permitted, dissertation excluded. Any level 6 modules (even those passed at a mark greater than 50) will be included in this maximum
6	15	15 credits at level 7 with a condoned Masters fail mark permitted, dissertation excluded. Any level 6 modules (even those passed at a mark greater than 50) will be included in this maximum
4	150	45 credits at levels 4, 5 or 6 with a condoned fail mark with a maximum of 30 credits at levels 7 with a condoned Masters fail mark
4	150	45 credits at levels 4, 5 or 6 with a condoned fail mark with a maximum of 30 credits at levels 7 with a condoned Masters fail mark
5	120	All credit to be passed with a mark of 50
6	N/A	All credit to be passed with a mark of 50
6	N/A	All credit to be passed with a mark of 50
4	225	All core credit to be passed with a mark of 50, all non-core to be passed at 40

Table 3: Minimum and maximum credit tariffs (continued)

<b>Qualification</b>	<b>FHEQ level</b>	<b>Minimum overall credits</b>	<b>Range of credit levels</b>	<b>Highest level required<sup>4</sup></b>	<b>Minimum credits at highest level</b>
Bachelor of Medicine and Bachelor of Surgery (MB BS) (four year programme)	7	Take 705 Pass 675	4, 5, 6	6	465
Postgraduate Certificated in Education (PGCE)	7	120	6, 7	7	60
Professional Graduate Certificate in Education (PGCE Professional)	6	120	6	6	120
Graduate Diploma (GradDip)	6	120	4, 5, 6	6	90
Graduate Certificate (GradCert)	6	60	4, 5, 6	6	30
Dental Studies (BSc) <sup>5</sup>	6	450	5, 6	6	330
Medical Science (BSc) <sup>6</sup>	6	Take 435 Pass 405	4, 5, 6	6	165
Honours degree (four and five years)	6	To be stated in programme specification (between 360 and 480)	4, 5, 6	6	90
Honours degree (BA, BSc, BEng, BMus, BSc(Eng), LLB) (excluding Nursing and Midwifery, see below)	6	360	4, 5, 6	6	90
Intercalated Bachelor of Science (BSc) Foundation Degree top-up year	6	120	4, 5, 6	6	90

Table 3: Minimum and maximum credit tariffs (continued)

<sup>4</sup> A student may, should the programme specification permit, take modules of a higher level.

<sup>5</sup> Exit qualification only.

<sup>6</sup> Exit qualification only.

<b>Lowest level permitted</b>	<b>Maximum credits at lowest level</b>	<b>Maximum number of credits permitted with a condoned fail (core modules excluded). Condoned fails may not count towards the minimum credits required at the highest level. Substitute modules are included as part of the condoned fail quota even if they are passed at the normal pass mark.</b>
4	75	All core credit to be passed with a mark of 50, all non-core to be passed at 40
6	60	No condoned fails
6	N/A	No condoned fails
4	30	30 credits at levels 4, 5 or 6 with a condoned fail mark (level 7 credits may be included but a level 7 condoned fail mark will be required)
4	15	No condoned fails
5	120	All credit to be passed with a mark of 50
4	180	All core credit to be passed with a mark of 50, all non-core to be passed at 40
4	150	45 credits at levels 4, 5 or 6 with a condoned fail mark (level 7 credits may be included but a level 7 condoned fail mark will be required)
4	150	45 credits at levels 4, 5 or 6 with a condoned fail mark (level 7 credits may be included but a level 7 condoned fail mark will be required)
4	15	30 credits at levels 4, 5 or 6 with a condoned fail mark (level 7 credits may be included but a level 7 condoned fail mark will be required)

Table 3: Minimum and maximum credit tariffs (continued)

<b>Qualification</b>	<b>FHEQ level</b>	<b>Minimum overall credits</b>	<b>Range of credit levels</b>	<b>Highest level required<sup>7</sup></b>	<b>Minimum credits at highest level</b>
Bachelor of Science post-registration programmes in the School of Nursing and Midwifery (BSc) (except as below)	6	120	5, 6	6	105
Primary Care Nursing (BSc), Specialist Community Public Health Nursing (BSc)	6	120	6	6	120
Bachelor of Science pre-registration programmes in the School of Nursing and Midwifery (BSc)	6	360	4, 5, 6	6	120
Ordinary degree (BA, BSc) <sup>8</sup>	5	300	4, 5, 6	6	60
Diploma in Higher Education Nursing and Midwifery (DipHE)	5	240	4, 5	5	120
Undergraduate Diploma (UGDip)	5	240	4, 5	5	90
Foundation Degree (FdA, FdSc)	5	240	4, 5	5	120
Undergraduate Certificate (UGCert)	4	120	4	4	120

Table 3: Minimum and maximum credit tariffs (continued)

<sup>7</sup> A student may, should the programme specification permit, take modules of a higher level.

<sup>8</sup> Exit qualification only.

<b>Lowest level permitted</b>	<b>Maximum credits at lowest level</b>	<b>Maximum number of credits permitted with a condoned fail (core modules excluded). Condoned fails may not count towards the minimum credits required at the highest level. Substitute modules are included as part of the condoned fail quota even if they are passed at the normal pass mark.</b>
5	15	No condoned fails
6	N/A	No condoned fails
4	120	No condoned fails
4	150	30 credits at levels 4, 5, or 6 with a condoned fail mark
4	120	No condoned fails
4	150	15 credits at levels 4 or 5 with a condoned fail mark
4	120	15 credits at levels 4 or 5 with a condoned fail mark
4	N/A	No condoned fails

## 5. Modules

- 5.1 Each module will have a module specification approved by the relevant School Education/Teaching Committee. Some modules may have special designations; these include introductory, core, compulsory, prerequisite, professional practice, study abroad and substitute modules.
- 5.2 Exceptionally, with the permission of the School Education/Teaching Committee, a module may be designated as introductory (ie its designated level is below that permitted in Table 3 for a specific programme) and shall not be included in the credit tariff for a programme nor included in the classification calculation. However, an introductory module may be designated as a prerequisite.
- 5.3 Exceptionally, with the permission of the School Education/Teaching Committee, a module may be designated as a professional practice module and taken on a pass/fail basis. It will not be assigned a level, nor included in the credit tariff for a programme, nor included in the classification calculation. However, a professional practice module may need to be passed in order to meet the requirements for progression or award.
- 5.4 A module designated as a prerequisite is one which a student must both take and pass in order to progress to another specified module.
- 5.5 A module may be designated as core for a programme of study, in which case a student must take and pass the module in accordance with Regulation 8 below in order to be eligible for the award.
- 5.6 Modules designated as study abroad are specifically for study abroad students from other academic institutions who are in attendance at the College for semester one only. The assessment method for such modules will be detailed in the module specification.
- 5.7 Unless the programme specification makes explicit provision as part of the requirements for reassessment, a student may not enrol on a module that the student has already taken at either undergraduate or postgraduate level. Neither may a student enrol for a module that overlaps with another module that the student has already taken. Modules will be deemed to overlap if both the content and the level of complexity of the two modules are similar.
- 5.8 The programme specification will indicate the maximum number of credits for which a student may be registered in an academic year. Where a student follows a module during the long vacation, the credit value of that module shall be pre-assigned to either the previous or the next academic year as appropriate, but in neither year, except as provided for below, may the total credit exceed that specified in the programme specification.
- 5.9 Where it is permitted by the programme specification, and with the consent of the Programme Board of Examiners and the Department, a student may take modules, and acquire credit in addition to that required by their programme. An additional fee may be payable. Additional modules will be limited to a maximum value of 30 credits above the 'minimum overall credits' tariff in Table 3. The marks arising from the assessment of any additional modules will be used by the Board of Examiners in determining any final classification.



- 5.10 Under exceptional circumstances, (see Regulation 20.8 below) a Programme Board of Examiners may permit a student to register for a substitute module in place of a non-core and non-compulsory module failed at the first attempt with a mark outside the condonable range (see Regulation 8.5 below). The substitute module must be of equivalent credit weighting and level as the original module. Under these circumstances neither the credit nor the marks gained by the student in the original module will be used by the Board of Examiners in determining any final award classification.

## **6. Off campus study and credit transfer**

- 6.1 A School may permit or require a student to spend part of her/his programme of study in another higher education institution, or organisation having a function relevant and suitable to the field of study, in the United Kingdom or elsewhere and may grant the student credit for the study undertaken elsewhere under the following conditions:
- (a) that the institution and programme of study have been approved for the purpose under the procedures established by the relevant committee of the Academic Board;
  - (b) that in the opinion of the student's teachers the study carried out in that institution is necessary for the fulfilment of the objectives of the programme of study to which it will contribute - for example, by acquisition of fluency in a modern language - and/or the study forms a coherent whole with the remainder of the programme;
  - (c) that satisfactory arrangements for the assessment of the student's performance while attending the institution have been approved by the appropriate School Board of Examiners on an annual basis.
- 6.2 The aggregate period of study spent elsewhere shall be determined by the School in which the student is registered in accordance with the regulations for the award and will be detailed in the relevant programme specification, provided that for students following a full-time programme of studies for a first degree the minimum duration of the period of study spent at the College shall be at least two years.
- 6.3 The period of study spent elsewhere will count for credit only towards the final award, except for students studying away from the College during their final year at level 6 and/or 7 where the marks will also count towards the final award. A School Board that intends to permit study away from the College during the final year of a programme must ensure that a robust mark translation scheme has been approved by the College Assessment Board on an annual basis.
- 6.4 The relevant School Board of Examiners shall ratify the results recommended by the relevant Programme Board of Examiners in respect of the period of study spent elsewhere subject to the following provisions:
- (a) that the conditions given in Regulation 6.1 above are satisfied;
  - (b) that the credit granted and results recommended are in accordance with the relevant programme regulations and School Board marking schemes; and
  - (c) that for a first degree the maximum credit granted shall not exceed 120 credits in value.

## 7. Module assessment

- 7.1 The assessment for an individual module will be appropriate to the level descriptor attached to that module and will be specified in the module specification. Each module may be assessed by one or more methods; assessment methods may include the following:
- (a) Cases and open problems
  - (b) Computer-based assessment/online assessment
  - (c) Direct observations/practicals/performances etc
  - (d) Essay(s) (open book, seen, unseen, timed, untimed)
  - (e) Group work
  - (f) Learning logs/diaries/portfolios
  - (g) Mini-practicals
  - (h) Modified essay questions (MEQs)
  - (i) Multiple choice questions (MCQs)
  - (j) Oral examinations
  - (k) Objective structured clinical examinations (OSCEs)
  - (l) Poster presentations
  - (m) Practical drawings prepared and submitted by the student and certified as her/his own work with or without supplementary written material
  - (n) Presentations
  - (o) Problem solving
  - (p) Project reports/dissertations/theses
  - (q) Reports on practicals or fieldwork
  - (r) Short answer questions (SAQs)
- 7.2 Where a module has more than one element of assessment, the module specification shall state the relative weighting of each element of assessment and whether a pass or qualifying mark must be achieved in that particular element in order to pass the module overall.
- 7.3 The timing of assessment shall be specified in individual module specifications but reassessment shall normally be held prior to the start of the next academic session (see Regulation 20.9 below).
- 7.4 A student taking a module must be examined in all parts of the assessment prescribed for that module. Therefore, unless prevented by illness or other adequate cause for which certification must be provided (see Regulations 18 and 19 below), a student must take each prescribed (re)assessment and submit sufficient work to enable her/him to be examined.
- 7.5 Where an element of assessment associated with an activity is defined in the module specifications as a "core competency" then a student is required to demonstrate a minimum acceptable standard in that activity. In such instances a student will be allowed a prescribed number of attempts at achieving the minimum acceptable standard, with a numerical mark only being awarded once the minimum acceptable standard has been achieved (see Regulation 20.7(c) below).
- 7.6 The credit for a module, whatever the value, cannot be divided. A student must satisfy the examiners for a whole module to be awarded the credit attached to that module.

## 8. Pass marks

- 8.1 In order to satisfy the examiners in a module and to achieve the credit attached to a module, a student must achieve the overall level of attainment specified for the level of the module and achieve the level of attainment required by the programme. Students registered on the same module may need to reach different levels of attainment to meet the requirements of their programme of study.
- 8.2 A student may also be required to achieve a qualifying mark in a specific assessment element of the module.<sup>9</sup> The relevant module specification will state whether a qualifying mark for an assessment element is required and whether failure in a qualifying element will require the student to be reassessed for the whole module or for the qualifying element only.
- 8.3 Except as indicated in Regulations 8.4 or 8.5 below, a student will be required to achieve an Honours Pass (a mark of at least 40) to satisfy the examiners in a level 4, 5 or 6 module and a Masters Pass (a mark of at least 50) to satisfy the examiners in a level 7 module.
- 8.4 Some programmes leading to professional registration may, for specific or all modules, require a higher level of attainment than the College pass marks given in 8.3 above and this will be stated in the programme specification.
- 8.5 If specified in the relevant programme specification, the examiners may permit a student to be awarded non-transferable credit for a limited number of non-core modules where the student has failed the module but has attained a minimum mark for condonement, subject to the following restrictions:
- (a) in no case may the condoned fail mark be lower than 33 for a level 4, 5 or 6 module or lower than 40 for a level 7 module; and
  - (b) the total number of modules condoned may not exceed the credit tariff given in Table 3 above.
- 8.6 Condonement will be determined by the relevant Programme Board of Examiners, in accordance with School policy and detailed in individual programme specifications, once the student has exhausted any reassessment opportunities. Students who have failed a module within the condonable range (for those programmes permitting condoned fails) but who have met the requirements for award should normally be classified and no re-assessment offered.
- 8.7 Credit attained at the lower level (Regulation 8.5 above) will be deemed non-transferable within the College.

## 9. Progression requirements

### *Foundation Degree programmes*

- 9.1 Each Foundation Degree programme will identify at least one honours degree or professional qualification at the College or other institution to which progression is possible, and the requirements for progression will be set out in the programme specification. Students progressing to an honours degree will be considered as having entered with advance standing with regard to the regulations for award and classification (see Regulation 6 of A2 *Regulations for admission and registration*).

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<sup>9</sup> For a definition of a qualifying mark see the Glossary of terms at Appendix 1.

Students awarded a Foundation Degree but who do not meet the requirements to enter the final year of an honours degree may apply for entry to the honours degree at a lower level. Such applicants will be considered on an individual basis in accordance with Regulation 6 of A2 *Regulations for admission and registration*.

*Undergraduate Degree programmes*

- 9.2 The minimum progression requirements for students enrolled on a full-time undergraduate programme are as follows (pro rata for part-time students):

- Year 1 to Year 2: 90 credits excluding condoned fails
- Year 2 to Year 3: 210 credits excluding condoned fails
- Year 3 to Year 4: 330 credits excluding condoned fails

Where other or more detailed progression requirements apply they will be listed in the programme specification. For non-standard programmes incorporating an extra mural year in industry or a year abroad the progression requirements from Year 3 to Year 4 may vary; extra values will be given in the programme specification.

*Taught Postgraduate Degree programmes*

- 9.3 The progression requirements for a taught postgraduate programme will be listed in the programme specification.

## 10. Award requirements

- 10.1 To be considered for an award a student must have:<sup>10</sup>

- (a) completed the minimum period of study (see Regulation 3 above);
- (b) have completed to the satisfaction of the relevant teaching staff the programme of study prescribed in the regulations for the award for which the student is registered;
- (c) completed and passed to the satisfaction of the relevant Programme Board of Examiners the minimum number of modules at the required level prescribed in Table 3 for the award and have met the requirements detailed in the relevant programme specification (note that aegrotat regulations may be applicable in the case of specified first degrees; see Regulation 17 below);

*Exit awards*

- 10.2 Where a student has failed to satisfy the examiners in one or more elements of a programme and:

- (a) has exhausted any available reassessment opportunities or has terminated their studies early; and
- (b) has met the criteria for a lower level or lower volume exit award as detailed in table 3

except where a waiver has been granted under Regulation 10.4 below, the Programme Board of Examiners will in accordance with College policy and criteria, recommend the award of the relevant exit qualification. The title of the exit award will reflect the pattern of study completed successfully by the student.

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<sup>10</sup> See also Regulation 5.5 in B1 *General student regulations* concerning outstanding debts.

- 10.3 Exit awards at Level 6 and 7 will be awarded with classification where the student has satisfied the requirements for such an award. Where the credit accumulated exceeds the requisite amount for the exit award being conferred only the credits with the best marks that make up the required amount will be selected to calculate the overall average.
- 10.4 A School Board of Examiners may request a waiver to the requirement to award exits awards; all such requests must be approved by the College Assessment Board.
- 10.5 Once an award has been conferred there will be no further assessment opportunities for any element of the programme leading to that award.

## 11. Undergraduate marking schemes

- 11.1 Examinations and other forms of assessment will be marked numerically out of 100 in accordance with the generic marking criteria<sup>11</sup> (and discipline specific criteria, where issued, by School Boards of Examiners). Examiners should use the full range of marks, according to the following scheme, which is used for the classification of degrees where applicable:

70-100	First class
60-69	Second class (upper division)
50-59	Second class (lower division)
40-49	Third class (Honours pass)
33-39	Fail (may be condoned for modules within specific programmes)
0-32	Fail

- 11.2 Confirmed marks of 69, 59, 49, 39 and 32 will be taken to indicate the agreement of the examiners that a script or other form of assessment is not deserving of the class above.
- 11.3 The MB BS and BDS are awarded without classification. However, students who satisfy the examiners with distinction in specific parts of the BDS programme may be awarded a BDS with honours.
- 11.4 When a student is granted credit under the provisions of Regulation 6 of A2 *Regulations for admission and registration*, the examiners will determine the student's classification entirely upon performance in modules assessed by the College.

## 12. Scheme for the award of honours for Bachelor degrees and Integrated Masters degrees

- 12.1 All marks will be used in the calculation for the award of honours, except for marks awarded for modules designated as introductory or professional practice (Regulations 5.2 and 5.3 above), or for failed, non-core, non-compulsory modules that have been replaced by substitute modules (see Regulation 20.7 below).

### *Weighting scheme*

- 12.2 For the purpose of considering students for the award of honours, module marks will be weighted as follows:

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<sup>11</sup> See the generic marking criteria for undergraduate programmes.

For BA, BEng, BMus, BSc, BSc(Eng) and LLB degrees:

- the marks for the best 90 credits at level 6 (and/or level 7 where taken) will be given a weighting of 5. Condoned fails may not be included in the best 90 credits
- the marks for any remaining level 6 credits (and/or level 7 where taken) and any level 5 credits will be given a weighting of 3
- the marks for all level 4 credits will be given a weighting of 1

For integrated Masters degrees (MEng, MPharm, MSci):

- the marks for the best 120 credits at level 7 will normally be given a weighting of 7<sup>12</sup>
- the marks for any remaining level 7 credits and all level 6 credits will be given a weighting of 5
- the marks for all level 5 credits will be given a weighting of 3
- the marks for all level 4 credits will be given a weighting of 1

'C score'

- 12.3 An indicator 'C' on a scale between 0-100 will be calculated according to the following formula:

$$C = \frac{\text{the sum of the weighted marks [mark x relevant credit volume x weight]}}{\text{the sum of credit volume x weighting}}$$

- 12.4 The C indicator is used for assessing the class of honours of all students. In order to be eligible for an award a student must have achieved a C score indicator of at least 40. Honours classifications are indicated by the following C scores:

First class	greater than or equal to 70
Second class (upper division)	60-69 inclusive
Second class (lower division)	50-59 inclusive
Third class	40-49 inclusive

- 12.5 A student who has not met the requirements for a particular classification but who is within a two percent margin of a higher classification boundary (ie 68/58/48) will be awarded the higher classification provided that at least 60 credits at level 6 or above (level 7 for integrated masters programmes) have marks at or above the higher classification.<sup>13</sup>

### 13. Scheme for the award of Undergraduate Certificates, Undergraduate Diplomas, Graduate Diplomas, Graduate Certificates and Foundation degrees

- 13.1 The final overall average mark is determined as the weighted average of all the individual module marks such that each module is weighed by its relative credit volume.

<sup>12</sup> Exceptions to the weighting that have been agreed by the College Assessment Board will be detailed in individual programme specifications.

<sup>13</sup> Regulation 12.5 applies to students commencing the first year of a programme of study in 2011/12, excluding the MB BS and BDS which are unclassified degrees. Students who commenced a programme of study before this date will be subject to the credit requirements of their particular School as specified in the College's *Discretion framework*.

- 13.2 Students who have completed the requirements for the award, and who have achieved an overall weighted average mark of at least 40 will be awarded a Pass.
- 13.3 In order to be eligible for the award of Merit a student should achieve a weighted average mark across all modules of 60 to 69 inclusive.
- 13.4 In order to be eligible for the award of Distinction a student should achieve a weighted average mark across all modules of 70 or above.

#### **14. Taught postgraduate marking schemes (excluding Integrated Masters degrees)**

- 14.1 Examinations and other forms of assessment will be marked numerically out of 100 in accordance with the generic marking criteria<sup>14</sup> (and discipline specific criteria where issued). Examiners should use the full range of marks, according to the following scheme, which is used for classification:

70-100	Distinction
60-69	Merit
50-59	Pass
40-49	Fail (may be condoned for modules within specific programmes)
0-39	Fail

- 14.2 Confirmed marks of 69, 59, 49, and 39 will be taken to indicate the agreement of the examiners that a script or other form of assessment is not deserving of the class above.
- 14.3 When a student is granted credit under the provisions of Regulation 6 of A2 *Regulations for admission and registration*, the examiners will determine the student's classification entirely upon performance in modules assessed by the College.

#### **15. Scheme for the award of Masters degrees (excluding Integrated Masters degrees)**

- 15.1 The final overall average mark is determined as the weighted average of all the individual module marks such that each module is weighed by its relative credit volume.
- 15.2 In order to be eligible for the award of a Masters degree, a student should achieve:
- (a) an overall weighted average mark of at least 50, with no mark for any module falling below 40; and
  - (b) a mark of at least 50 in 300 credits for the MCLinDent degree and 150 credits for all other Masters degrees, including the dissertation module, and a mark of at least 40 in the remainder.
- 15.3 In order to be eligible for the award of a Masters degree with Merit, a student should achieve a weighted average mark across all modules of 60 to 69 inclusive.<sup>15</sup>

<sup>14</sup> See the generic marking criteria for taught postgraduate programmes.

<sup>15</sup> Regulation 15.3 applies to students commencing the first year of a programme of study in 2011/12. Students who commenced a programme of study before this date will be subject to the award requirements in place when they first enrolled.

- 15.4 In order to be eligible for the award of a Masters degree with Distinction, a student should achieve a weighted average mark across all modules of 70 or above.<sup>16</sup>

## **16. Scheme for the award of Postgraduate Certificates and Postgraduate Diplomas**

- 16.1 The final overall average mark is determined as the weighted average of all the individual module marks such that each module is weighed by its relative credit volume.
- 16.2 In order to be eligible for the award of a Postgraduate Certificate or Postgraduate Diploma, a student should achieve:
- (a) an overall weighted average mark of 50, with no mark for any module falling below 40; and
  - (b) a mark of at least 50 in 90 credits (Postgraduate Diploma) or 45 credits (Postgraduate Certificate) and a mark of at least 40 in the remainder.
- 16.3 In order to be eligible for the award of a Postgraduate Certificate or Postgraduate Diploma with Merit, a student should achieve a weighted average mark across all modules of 60 to 69 inclusive.
- 16.4 In order to be eligible for the award of a Postgraduate Certificate or Postgraduate Diploma with Distinction, a student should achieve a weighted average mark across all modules of 70 or above.

## **17. Aegrotat provisions (level 6 degrees only)**

- 17.1 Where a final year undergraduate student has completed the full period of study and is absent through illness or other cause judged sufficient by the relevant Programme Board of Examiners from examinations during the final year, the student may be eligible for consideration under the aegrotat provisions.
- 17.2 Aegrotat provisions do not apply to the following degrees which have a mandatory professional practice component: MB BS, BDS, MPharm, BSc Physiotherapy, BSc Nursing Studies, BSc Community Nursing, BSc Midwifery and BSc Nutrition and Dietetics.
- 17.3 If a student has satisfied the requirements for the award of a degree or a related exit award as laid down in the programme specification, the Programme Board of Examiners shall recommend the award of the degree with an honours classification or, as appropriate, the exit award (see Regulation 10.2 above), and shall not consider the student for the award of an aegrotat degree. The relevant School Board of Examiners shall not approve a recommendation for the award of a class of degree higher than the overall level which the student has achieved in the work actually presented.
- 17.4 An application for the award of an aegrotat degree must be submitted by the student, or the student's representative, to the relevant Programme Board of Examiners, accompanied by a medical certificate or other statement of the grounds on which it is

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<sup>16</sup> Regulation 15.4 applies to students commencing the first year of a programme of study in 2011/12. Students who commenced a programme of study before this date will be subject to the award requirements in place when they first enrolled.



made, as soon as possible and in any case within six weeks from the last date of the module examination(s) to which the application refers.

- 17.5 Where an application has been submitted and the Programme Board of Examiners is unable to recommend the award of a degree with Honours or an exit award under Regulation 17.3 above, the Board shall consider whether there is sufficient evidence to suggest that had the student completed the examination in the normal way, the student would clearly have reached a standard (and completed the necessary modules) which would have qualified the student for the award of the degree. The Programme Board of Examiners shall refer all applications to the Director of Students and Education or her/his nominee, for advice on eligibility.
- 17.6 A School Board of Examiners will ratify a recommendation for the award of an Aegrotat degree where eligibility has been demonstrated by the Programme Board of Examiners.
- 17.7 A student who under Regulation 17.6 above has been awarded an Aegrotat degree will not be eligible thereafter to re-enter for the examination for a classified degree.
- 17.8 Aegrotat degrees will be awarded without distinction or class.
- 18. Absence from “timed” examinations, including in-course examinations, through illness or other good cause<sup>17</sup>**
  - 18.1 A student may be granted an authorised absence from an examination for which s/he is registered at the discretion of the Chair of the relevant Programme/Part Board of Examiners, provided that s/he provides evidence of illness or other good cause not more than seven calendar days after the date of the missed examination. Evidence should be submitted on the form provided for this purpose.<sup>18</sup>
  - 18.2 In exercising her/his discretion the Chair of the Board of Examiners must be satisfied that:
    - (a) the illness or other good cause would render the student unfit to enter the examination; and
    - (b) that the illness or other good cause would either:
      - (i) have a significant and adverse impact on the student’s performance in the examination; or
      - (ii) would prevent the student from sitting the examination.
  - 18.3 Where the Chair is satisfied that the above conditions have been met, the student will be granted an authorised absence from the examination and one of the following applied:
    - (a) the student will be deferred in the examination and take a replacement examination at a later date;
    - (b) the student will be deferred in the examination and take an alternative form of examination at a later date (see Regulation 22 below);

<sup>17</sup> Timed examinations refer to any examination where the student is required to take the examination during a specified time period set by the examiners.

<sup>18</sup> Notification of Examination Absence (NEA) form available from School/Campus Offices or at: [www.kcl.ac.uk/college/policyzone](http://www.kcl.ac.uk/college/policyzone).

- (c) the examination will be declared void and the module mark re-scaled such that the module mark is based only on those elements of assessment the student has completed;

Option (c) can only be employed where there is no qualifying mark required for that element of assessment and where options (a) and (b) are considered impracticable and where the total contribution of the assessments missed in any single module amount to no more than 20% of the total module mark.

- 18.4 A student who presents her/himself for an examination will be deemed to have considered her/himself fit to undertake the examination, and any mark achieved in that examination will stand.
- 18.5 Except as provided for in Regulation 18.6 below, a student who is absent from an examination for which s/he is registered without having been granted authorisation according to the provisions of Regulation 18.1 above, will be regarded as having attempted the examination, and will be awarded a mark of zero for that examination. Such a student may, at the discretion of the relevant Board of Examiners, be permitted to attempt the examination again if the regulations for the programme permit such reassessment (see Regulation 20 below).
- 18.6 Exceptionally a student who presents her/himself for an examination but is unable to complete it may, at the discretion of the relevant Programme/Part Board of Examiners, be retrospectively granted an authorised absence from that examination provided that s/he provides evidence of illness or other good cause normally within seven days of the examination having taken place. Evidence should be submitted on the form provided for this purpose<sup>19</sup>.
- 18.7 In exercising its discretion the Board of Examiners must be satisfied that:
  - (a) the illness or other good cause prevented the student from completing the examination; and
  - (b) the illness or other good cause had a significant and adverse impact on the student's performance in the examination.
- 18.8 Additionally, the Board of Examiners must be satisfied that the student was, for good reason, unable at the time of entry to recognise that s/he was unfit to undertake the examination during the specified time-frame.
- 18.9 Where the Board of Examiners is satisfied that the above conditions have been met, the student will be granted an authorised absence from the examination and one of the following applied:
  - (a) the student will be deferred in the examination and take a replacement examination at a later date;
  - (b) the student will be deferred in the examination and take an alternative form of examination/assessment at a later date (see Regulation 22 below);
  - (c) the examination will be declared void and the module mark re-scaled such that the module mark is based only on those elements of assessment the student has completed;

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<sup>19</sup> Notification of Examination Absence (NEA) form available from School/Campus Offices or at: [www.kcl.ac.uk/college/policyzone](http://www.kcl.ac.uk/college/policyzone)

Option (c) can only be employed where there is no qualifying mark required for that element of assessment and where options (a) and (b) are considered impracticable and where the total contribution of the assessments missed in any single module amount to no more than 20% of the total module mark.

18.10 Where a student is deferred in an examination according to the provision of Regulations 18.3 or 18.9 above, the student will be required to enter a replacement examination where s/he will be examined as if for the first time (or second/third time if the deferred examination was itself a subsequent attempt), normally at the next occasion when the examination is offered and the mark for the original attempt will not be considered by the Board of Examiners. Where a student is deferred in an examination and required to enter a replacement examination, the Board of Examiners shall determine whether the student is required to sit the examination with or without further attendance.

18.11 Under no circumstances may examination marks be raised due to illness or other good cause in relation to a student's performance in an examination.

## **19. Inability to meet an assessment submission deadline through illness or other good cause**

19.1 A student may be granted an extension to an assessment submission deadline at the discretion of the Chair of the relevant Programme/Part Board of Examiners, provided that s/he provides evidence of illness or other good cause before the original published deadline. Requests made after the published deadline will not be accepted. Evidence should be submitted on the form provided for this purpose.<sup>20</sup>

19.2 In exercising her/his discretion the Chair of the Board of Examiners must be satisfied that:

- (a) the illness or other good cause would render the student unable to complete the assessment by the deadline; and/or
- (b) that the illness or other good cause would either:
  - (i) have a significant and adverse impact on the student's performance in the assessment; or
  - (ii) would prevent the student from submitting the assessment within the given time-frame

19.3 Where the Chair is satisfied that the above conditions have been met, the student will be set a new submission deadline.

19.4 Where a student submits an extension request before the published deadline and, as a result of illness or other good cause, submits work after the published deadline, the student's work will be marked without penalty provided the Chair is satisfied that the conditions in Regulation 19.2 above have been met.

19.5 A student who either fails to submit material for assessment or submits after the deadline and has not made a request for an extension under Regulations 19.1 or 19.4 above, or who has not satisfied the Chair of the Board of Examiners that his/her mitigating circumstances offer valid reasons for submitting late work, will receive a mark of zero for that assessment. Such a student may, at the discretion of the

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<sup>20</sup> Extension Request Form (ERF) available from School/Campus Offices or at:  
[www.kcl.ac.uk/college/policyzone](http://www.kcl.ac.uk/college/policyzone)

relevant Board of Examiners, be permitted to attempt the assessment again if the regulations for the programme permit such reassessment.

## **20. Reassessment/failure**

- 20.1 Students who have failed a module within the condonable range (for those programmes permitting condonable fails) but who have met the requirements for award should normally be classified and no reassessment offered in accordance with 8.6 above.
- 20.2 A student who fails a module at the first attempt may, at the discretion of the School Board of Examiners, be reassessed in that module on two further occasions for a level 4 module or on one further occasion for a level 5, 6 and 7 module. The programme specification will clearly delineate the responsibility for offering reassessment to students undertaking a combined studies programme. Any conditions attached to reassessment will be specified in the regulations of the programme of study concerned.
- 20.3 Where a student fails an examination and is permitted to re-enter the examination, the Board of Examiners shall determine whether the student is required to sit the examination with or without further attendance.
- 20.4 When a student is reassessed in an element of assessment, in no case shall the final module mark be higher than the relevant pass mark (see Regulation 8 above).<sup>21</sup> Where the student fails to achieve a pass level for reassessment, the highest mark of any attempt will be recorded.
- 20.5 Where a module is assessed by more than one element of assessment and the module/programme specifications do not specify a qualifying mark or core competency for any individual element of assessment, then a student will be deemed to have achieved the learning outcomes of the module if they gain the relevant pass mark (see Regulation 8 above) in the aggregate mark for the module.
- 20.6 In cases where a student fails to gain the relevant aggregate pass mark in a module at the first attempt, the module/programme specification will stipulate how the student is to be reassessed in order to determine whether the learning outcomes of the module have been achieved, taking into consideration that the final module mark will be capped at the relevant pass mark (see Regulation 8.3 above).<sup>22</sup>
- 20.7 Where a module is assessed by more than one element of assessment and one or more elements have a specified qualifying mark or define a core competency then the module specifications will make clear which one of the following will apply when a student fails that specified element of assessment:
  - (a) the element of assessment requires the student to achieve a specified qualifying mark. A student who fails to achieve the qualifying mark will be reassessed in that element of assessment. The final module mark will be capped at the relevant pass mark (see Regulation 8.3 above);<sup>23</sup>

<sup>21</sup> The individual assessment marks will be recorded uncapped on the student administration system but the overall mark will be capped.

<sup>22</sup> The individual assessment marks will be recorded uncapped on the student administration system but the overall mark will be capped.

<sup>23</sup> The individual assessment marks will be recorded uncapped on the student administration system but the overall mark will be capped.

- (b) the element of assessment requires the student to achieve a specified qualifying mark. A student who fails to achieve the qualifying mark will be reassessed in all elements of assessment of the module. The final module mark will be capped at the relevant pass mark (see Regulation 8.3 above);<sup>24</sup>
- (c) the element of assessment is defined as a core competency, requiring a student to achieve a minimum acceptable standard in that activity as part of their professional portfolio. A student who fails to achieve the minimum acceptable standard will be allowed a prescribed number of further attempts, with a numerical mark for the element of assessment only being awarded once the minimum acceptable standard has been achieved. Where the minimum acceptable standard is achieved at the first attempt the numerical mark awarded for the element of assessment will be in accordance with the published marking scheme. Where the minimum acceptable standard is achieved at anything other than the first attempt, the numerical mark awarded for the element of assessment will be capped at the relevant pass mark (see Regulation 8.3 above), however this will not result in the overall module mark being capped.

20.8 Where a student fails a module with a mark outside the condonable range (see Regulation 8.5 above) a Programme Board of Examiners may, subject to provision within the programme specification, permit a student to register for a substitute module under the following conditions:

- (a) the substitute module must be of equivalent credit weighting and level to the original module;
- (b) the module being substituted is neither compulsory nor core to the programme of study;
- (c) the Board of Examiners is satisfied that, on academic grounds, the candidate is unlikely to achieve a condonable mark at the next attempt;
- (d) the mark gained by the candidate in the substitute module will be capped at the pass mark (40% Levels 4,5,6; 50% Level 7);
- (e) the aggregate credit value of substitute modules and modules with condoned fail marks will not exceed the maximum number of credits permitted with a condoned fail mark (programme specific);
- (f) the number of attempts the candidate is allowed at the original module and the substitute module combined will not exceed the total number of attempts allowed at any single module.

20.9 For level 4, 5 and 6 modules (and level 7 modules taken as part of an integrated Masters programme) a second attempt at summative assessment for the purpose of reassessment shall be held prior to the start of the next academic session. Formal written examinations for the purpose of reassessment following failure in examinations held during Examination Period One or during Examination Period Two will take place during Examination Period Three.<sup>25</sup> A third attempt at a formal written examination (level 4 only) may be deferred until the subsequent year and the School Board of Examiners may require further attendance.

20.10 For level 7 modules (excluding those taken as part of an integrated Masters programme) reassessment will normally be offered at the next occasion but may be offered at an earlier date at the discretion of the Programme Board of Examiners.

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<sup>24</sup> The individual assessment marks will be recorded uncapped on the student administration system but the overall mark will be capped.

<sup>25</sup> For a definition of Examination Periods see the Glossary of terms at Appendix 1

- 20.11 Where a Board of Examiners determines that a student may not be permitted a further attempt at an examination, and where this decision would prevent a student from completing her/his programme of study, the student's registration will be terminated. The Board of Examiners will consider the student for any exit award for which they may be eligible in accordance with Regulation 10.2 above.

## **21. Illness and other good cause**

- 21.1 Special provision for illness or other good cause is given in the absence from examination regulation (Regulation 18 above) and the inability to meet an assessment submission deadline regulation (Regulation 19 above).

## **22. Replacement and alternative assessment**

- 22.1 Under the conditions prescribed in Regulation 18 above, a Programme/Part Board may offer a student a replacement examination or assessment opportunity.
- 22.2 A Programme/Part Board of Examiners may exceptionally make provision for a student to undertake an alternative form of assessment where it is impracticable for a student to be assessed or reassessed in the prescribed elements and/or methods of the examination. In such cases, the Chair of the Programme/Part Board of Examiners shall seek the agreement of an External Examiner to the proposed alternative assessment and shall report the matter to the Chair of the School Board of Examiners.
- 22.3 A student given a replacement examination or replacement assessment opportunity or given permission to undertake alternative assessment as in Regulation 22.2 above shall be assessed on equal terms with other students.

## **23. Internal Examiners**

- 23.1 Internal Examiners shall be members of the academic staff (Professors, Readers, Senior Lecturers or Lecturers) of the College.
- 23.2 Where the Academic Board has approved a collaborative provision arrangement for a particular programme of study, an Internal Examiner may be appointed to the Programme Board of Examiners from among the academic staff of the collaborating institution(s). In all such cases, prior approval must be sought from the Chair of the College Assessment Board.
- 23.3 Internal Examiners shall serve as ex-officio members of the relevant Programme Board of Examiners to which they are appointed.
- 23.4 The duties of Internal Examiners will be determined by the Chair of the relevant Programme Board of Examiners, and may include setting and marking examinations and other forms of assessment and attending oral and practical examinations for the purpose of assessing individual students.
- 23.5 All Internal Examiners are expected to be present at Programme Board meetings at which the final results of examinations are to be determined. However, any Internal Examiner unable to attend such a meeting through illness or other good cause should endeavour to be available for consultation.

- 23.6 All Programme Board Chairs are expected to attend the School Board meeting and present the recommendations for final awards of the Programme Boards of Examiners for which they are responsible. The Deputy Chair should attend if necessary in place of the Programme Board Chair. Failure of the Chair or Deputy Chair to attend may result in any recommendations being held in abeyance.

## **24. Assessors**

- 24.1 Assessors with particular expertise or knowledge may be appointed by the Chair of the relevant Programme Board of Examiners, where necessary, to assist a Programme Board of Examiners in setting the papers, and in the marking of scripts/essays/reports/dissertations, and to attend practical examinations.
- 24.2 An Assessor shall not be a member of a Programme Board of Examiners, but at the discretion of the Chair may attend meetings in a non-voting capacity to advise the Board.

## **25. External Examiners**

### *Eligibility and selection*

- 25.1 In the selection of a nominee for appointment as an External Examiner, the following criteria shall apply:
- (a) an appointee shall be external to the College;
  - (b) an appointee shall normally be an academic member of staff from another UK higher education institution. School Boards of Examiners must seek permission from the College Assessment Board to appoint an External Examiner from overseas;
  - (c) an appointee must have relevant current experience and expertise in the discipline being examined, including the design and operation of assessment, in order to speak authoritatively on academic standards germane to the discipline and should be familiar with the standards and procedures of university-level education in the United Kingdom;
  - (d) an appointee should have relevant academic and/or professional qualifications to at least the level of the qualification being externally examined and/or extensive practitioner experience where appropriate;
  - (e) former lay members of Council, students or employees of King's College London shall not be appointed before a period of five academic years has elapsed;
  - (e) any individual who has been involved in the validation or approval of a programme as an external expert or similar will be excluded from acting as an External Examiner for that programme before a period of three academic years has elapsed;
  - (f) an appointee shall not have any close personal professional or contractual relationship with staff involved in the delivery of the programme nor be involved in any activity that could be considered a conflict of interest;
  - (g) an appointee shall not normally belong to an institution in which a member of staff of King's College London is appointed to act as an External Examiner in the same subject and at the same level. It is recognised that, in certain subjects, this situation might be unavoidable. In such instances a case must be referred to the College Assessment Board by the Chair of the relevant Programme Board of Examiners.

*Appointment*

- 25.2 Except as provided for below, an External Examiner is normally appointed for a period of four years with no option for an extension. On completion of the appointment, an External Examiner will not normally be eligible for re-appointment until a further five years have elapsed.
- 25.3 External Examiners appointed to Part Boards of Examiners for the MB BS and BDS programmes will normally be appointed for a period of five years with no option for an extension. On completion of the appointment, an External Examiner will not normally be eligible for re-appointment until a further five years have elapsed.
- 25.4 Where a nomination is approved, the appointee shall be informed within one month of the date of the approval. Normally, the appointment will commence upon the expiry of the appointment of the previous External Examiner and will coincide with the start of the academic year.
- 25.5 If an External Examiner is no longer eligible to hold office under Regulation 25.1 above or is unable or unwilling to fulfil the duties under Regulations 25.9 to 25.27 below, or there is a conflict of interest that cannot be satisfactorily resolved, their appointment shall be terminated on the recommendation of the Vice-Principal (Education).
- 25.6 If either party has cause to terminate the appointment, this should normally be arranged to take effect at the end of an academic year, but in any case is subject to three month's notice by either party.
- 25.7 A Board of Examiners may request an extension of an External Examiner's appointment beyond four years in order to meet local requirements. Such a request must be approved by the Chair of the relevant Board of Examiners and submitted through the School for approval by the College Assessment Board. Extensions will not normally be granted for more than one year.

*Induction and information*

- 25.8 The College will provide External Examiners with appropriate information relating to College regulations and procedures on an annual basis.

*Duties*

- 25.9 External Examiners shall assist in the maintenance of the standard of awards of King's College London and advise if there is a falling below national standards in the subject area for which the External Examiner is responsible.
- 25.10 External Examiners shall seek to ensure that assessment processes are fair, rigorous and operated equitably.
- 25.11 External Examiners shall have regard to the totality of the degree or other programme in question and shall be involved in the decisions relating to the award of each degree or other qualification.
- 25.12 External Examiners are required to comment upon and give approval to all draft examination papers and other forms of assessment with a significant contribution to the module and/or programme for which they are responsible.
- 25.13 External Examiners have the right to inspect any script or other assessed examination material relevant to the duties of the appointment and are required to sample scripts or other assessed material, including coursework.



- 25.14 External Examiners are required to advise whether marking schemes and schemes for the classification of honours or award of degree and diplomas are consistent with internal and external standards.
- 25.15 External Examiners may be called upon to adjudicate in cases of conflict between internal examiners.
- 25.16 External Examiners may not change individual marks (except in Regulation 25.15 above) but may recommend appropriate action to ameliorate systematic issues in marking.
- 25.17 External Examiners are ex-officio members of Programme Boards of Examiners and are required to attend meetings of Programme Boards of Examiners held to determine the results of examinations, and may be requested to attend other meetings as notified by the Chair of the respective Board. External Examiners should report to the Programme Board of Examiners any areas of good practice and key issues identified during the year. External Examiners may attend meetings of the relevant School Boards of Examiners (see Regulation 13.8 of C1 *The Academic Board and its sub-structure*).
- 25.18 In the case of first degrees in Medicine and Dentistry, External Examiners appointed solely for the purpose of conducting clinical examinations shall not be required to attend meetings of the Board of Examiners.
- 25.19 External Examiners shall approve the pass list and final award recommendations of the Programme Board of Examiners.
- 25.20 External Examiners are required to submit to the Principal at the conclusion of the examination period a written report on the form provided. The report shall be submitted within one calendar month of the main meeting held to determine the results of students in the relevant academic year. The report shall include comment on the adequacy of the standard of the examination and other matters relevant to the teaching and assessment of the programme or modules courses. The contents of the report will be brought to the attention of those teaching the programme or module, students on the programme or module, the Chair of the relevant Board of Examiners, the Chair of the relevant School Board of Examiners and the Head of School. The College Assessment Board will consider an annual report on action taken further to issues raised in External Examiners' reports (see Regulations 12.1(h) and 13.5(j) of C1 *The Academic Board and its sub-structure*).
- 25.21 Failure to submit a report within two months of the meeting held to determine the results of students will result in a recommendation that the External Examiners' appointment is terminated (see Regulations 25.5 and 25.6 above).
- 25.22 External Examiners may be invited to attend any meeting convened to consider an appeal against the decision of the Programme Board of Examiners of which they are members.
- 25.23 External Examiners shall observe the regulations regarding confidentiality of setting and marking of examination papers, of the proceedings of Boards of Examiners and of the results of examinations.
- 25.24 External Examiners will be expected to attend the College for as much time as is reasonably necessary for the duties of the post to be properly discharged.

- 25.25 It is the responsibility of Chairs of Boards of Examiners to ensure that External Examiners are given adequate notice of any meeting which they are required to attend. An External Examiner unable to attend a meeting due to illness or other good cause should endeavour to be available for consultation. In such circumstances the absence of the Examiner from the meeting will not render it invalid (see however Regulation 34.3 below).
- 25.26 The Chair of a Board of Examiners will determine the distribution of work between External Examiners. In those cases where External Examiners see a selection of scripts, the guiding principle for such selection must be that the External Examiners should have enough evidence to carry out their duties with particular regard to Regulations 25.10, 25.11 and 25.14 above. In general, all scripts should be made available to the External Examiners on request, but their attention should be drawn to a sample of scripts from the top, the middle and the bottom of the range (including a sample of scripts assessed internally as first class/distinctions or failures) and to the scripts of students with a borderline overall classification. An External Examiner should also see all scripts where the examiners have been unable to reach agreement on the marks (Regulation 25.15 above).
- 25.27 The duties of External Examiners appointed solely to conduct clinical examinations in the Schools of Medicine and of Dentistry shall be as determined by the Head of School concerned.

## **26. Setting examination question papers**

- 26.1 Each Programme Board of Examiners shall appoint one or more of its members to be jointly and severally responsible for the first draft and final accuracy of each examination question paper.
- 26.2 Each Programme Board of Examiners shall be responsible for ensuring that all examination question papers within its purview are considered and approved. A Programme Board of Examiners may meet before the examination to discuss the questions to be set and the standard to be adopted.
- 26.3 All examination question papers set by a Programme Board of Examiners must be approved in advance of the examination by an External Examiner (or Examiners) appointed to the relevant Board of Examiners. A record shall be kept indicating the approval of the External Examiner(s) concerned in respect of each question paper.
- 26.4 The Directorate of Students and Education shall keep a copy of each examination question paper set.

## **27. Copyright of examination question papers**

- 27.1 It is a condition of the appointment of every Examiner that the College shall, without payment, be licensed to reproduce sufficient copies of examination question papers (or material contained therein) prepared by that Examiner for an award conferred by the College either alone or in collaboration with others, for the purpose of conducting the examination. The College shall also have the exclusive licence thereafter to publish the paper(s) as a whole provided that the College shall not assign or transfer this exclusive licence in any way to any other person.

## 28. Marking schemes

- 28.1 Each Programme Board of Examiners shall draw up a marking scheme for the degree or award for which it is responsible. The Board may adopt such conventions as it considers appropriate within its own marking scheme, providing that they are consistent with Regulations 11 and 14 above and the generic marking criteria.<sup>26</sup>
- 28.2 Marking schemes shall be submitted for approval to the School Board of Examiners, which is responsible for monitoring and reviewing all such schemes.
- 28.3 Each Programme Board shall be responsible for ensuring that each element of assessment whose primary purpose is summative is marked in accordance with the College Marking Framework. A School Board shall be responsible for ensuring that the most appropriate marking model is assigned to each element of assessment in line with College policy.
- 28.4 The normative scaling of module marks or final overall scores shall not be employed by the examiners.
- 28.5 Module marks shall be rounded up ( $\geq 0.5$ ) or rounded down ( $<0.5$ ) to the nearest integer. The final overall mark for a programme of study shall be rounded up ( $\geq 0.5$ ) or rounded down ( $<0.5$ ) to the nearest integer before the final classification of the award is made.

## 29. Confidentiality and security in relation to examinations

- 29.1 Examiners are required to preserve absolutely the secrecy of papers for unseen examinations at all stages until the papers have actually been worked by the students. The contents must not be disclosed to any persons other than members of the Board of Examiners or officials of the College or of the School concerned who are specially appointed to deal with papers. Disclosure of questions in advance of an unseen examination is an offence and may lead to action being taken under the College's disciplinary procedures.
- 29.2 Examiners are required to preserve the secrecy of any individual questions that are intended to be used, or reused, for summative assessment. When questions are to be re-used, the examiners should inform the relevant officers of the College that removal of a question paper from the examination venue by the student is prohibited and that a copy of the paper should not be lodged with the library.
- 29.3 Individual programme regulations may prescribe conditions for assessment where prior disclosure of questions is applicable. Where examination questions are disclosed to students in advance, arrangements must be in place to ensure that all students receive the question papers at the same time.
- 29.4 Examiners should ensure that information relating to assessment is held securely in accordance with relevant College policies and procedures (see Regulations 6.25 – 6.28 of *D Library Services and Information Technology Services regulations*). See also Regulation 35.8 below in relation to the processing of personal data.
- 29.5 Proceedings and any records kept of meetings of Boards of Examiners held to determine results, to discuss the content of unseen examination question papers, or

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<sup>26</sup> See the generic marking criteria for undergraduate and for taught postgraduate programmes.

at which matters pertaining to individual students are discussed are confidential. Scripts and lists of marks are confidential (see Regulation 32.4 below).

- 29.6 Chairs and examiners must not communicate with students on behalf of the Board about the students' performance in the examination until the final meeting of the Board responsible for determining the results has taken place.
- 29.7 The results of examinations are confidential until the final meeting of the Board responsible for determining the results has taken place and the official pass list has been issued (see also Regulation 35 below).

### **30. Timing of assessment**

- 30.1 The timing of examinations shall be specified in individual programme regulations; however, the timing of examinations held for the purpose of reassessment will be in accordance with Regulations 20.8 and 20.9 above.
- 30.2 On application to the Examinations Office special arrangements may be made for students who are timetabled for two examinations which overlap or coincide.
- 30.3 Where a student has been granted alternative examination arrangements, the timing of the alternative arrangements will be determined by the Examinations Office. All alternative arrangements will be scheduled for the earliest opportunity following the published examination date and in no case shall a student be permitted to sit an examination before the normal scheduled time.

### **31. Admission to examinations and other forms of assessment**

- 31.1 Annual enrolment for a programme of study and its constituent modules includes registration for the relevant examinations (see Regulation 7.2 of *A2 Regulations for admission and registration*).
- 31.2 In order to be eligible for admission to an examination, a student must complete to the satisfaction of relevant teaching staff the prescribed period of study (which may include reaching a minimum threshold mark for in-course assessment) and satisfy any other conditions which may be prescribed by the College in the regulations or otherwise, including making full payment of College fees or other charges and settling all outstanding financial obligations including confirming at the specified time to the School where the student is registered the details of the examination or examinations which s/he expects to sit. Such a student will be regarded as eligible for admission to the relevant examinations and other assessment.
- 31.3 It is the responsibility of Programme/Part Boards of Examiners to notify students of the arrangements for submission of essays, reports and dissertations and other assessed material subject to the provisions of the individual programme specifications. A Board of Examiners may require a student to submit material for assessment in more than one format, including electronically via a third-party submission or plagiarism detection service.
- 31.4 Except as provided for in Regulations 18 and 19 above, all students will be expected to present themselves for all examinations for which they are registered and eligible and to submit material for assessment, including essays, reports and dissertations, by the date specified in the relevant programme specifications or that specified by the relevant Programme/Part Board of Examiners.

- 31.5 The venues for formal written examinations will be designated by the College and published in advance of the examination.
- 31.6 Students are required to present themselves at the designated venue for the examination(s) for which they are registered. Students are required to present their student identity cards in order to gain entry to the examination venue. Students must display their identity cards on their desks during each examination, as identity checks will be conducted. Students are not permitted to wear any form of non-religious headgear during examinations. Students wearing religious headgear may be required to prove their identity, by removing their headgear to reveal their head and face to an invigilator of the same sex, in private if necessary. Students unwilling to prove their identity may be prevented from continuing with their examination.
- 31.7 Students unable to present themselves for examination at the designated venue due to exceptional circumstances may be considered by the Personalised Examination Provision Committee for alternative arrangements. Requests for alternative venue arrangements will only be considered for students taking either resit and/or replacement examinations. Requests should be submitted to the Examinations Office, on the form provided for such use, within ten days of the publication of the examination timetable.

## **32. Examination scripts, other written assignments and marking**

- 32.1 All answers to examination questions must be written in English unless instructions are given to the contrary.
- 32.2 Examiners shall not be required to mark illegible answers to examination questions or other written assessments. In cases where the examination script or other written assessment is illegible the student concerned may be required, at the discretion of the examiners, either: to undertake an oral examination; or to undertake to have the examination script or other written assessment transcribed under secure conditions at the student's own expense. The examiners may order any other appropriate measure at their discretion. No concessions may be granted for illegibility in respect of specified awards where a registering body imposes such conditions.
- 32.3 Scripts shall be distributed to Examiners and/or Assessors in accordance with the instructions from the Chair.
- 32.4 Scripts and lists of marks are confidential. They may be delivered by hand (including by courier) or through 'recorded delivery'. Internal mail arrangements should not be used, unless circumstances prevent all other forms of delivery.
- 32.5 Examiners must make and retain a written copy of mark lists or other assessment details before passing on scripts, etc to another marker or to the Chair of the Board.
- 32.6 The identity of students shall be withheld from all Examiners so far as is practicable until the complete marking process has been conducted.
- 32.7 Members of a Board of Examiners shall have the right to see the scripts and any other assessed work, including coursework, of any student for the purposes of conducting the examination.
- 32.8 Scripts for written examinations taken at the end of a module are the property of the College and will not be returned to students. However, save where the regulations

otherwise provide, essays, reports, dissertations and other assessed material may be returned to students.

- 32.9 If the College or a School or a Programme Board of Examiners wishes to make essays, reports and dissertations available for consultation or borrowing after the completion of the examination, appropriate arrangements must be made with the student.

### **33. Oral examinations**

- 33.1 Oral examinations may be employed as examination methods if prescribed in the relevant programme and module specifications (see Regulation 7 above).
- 33.2 Oral examinations must be conducted by not less than two examiners acting together. The date, time and place of oral examinations shall be specified in the programme regulations or determined by the Board of Examiners.
- 33.3 The Board of Examiners shall determine who may be present at an oral examination and shall advise the student accordingly.

### **34. Viva voce examinations**

- 34.1 For the purpose of determining a student's overall result, Programme Boards of Examiners may employ a viva voce examination in addition to the methods of assessment prescribed in individual programme regulations, in accordance with the policy of the School Board of Examiners.
- 34.2 Students will be selected for a viva voce examination in consultation with an External Examiner.
- 34.3 A viva voce examination must be conducted by two examiners acting together, one of whom must be an External Examiner. The Board of Examiners shall determine the date, time and place of a viva voce examination.
- 34.4 With the exception of Inspectors appointed under Act of Parliament for examinations leading to registrable qualifications and academic staff undertaking training, no one may attend a viva voce examination except the examiners and the student.

### **35. Publication of examination results**

- 35.1 Post-marking but prior to a meeting of a Programme Board of Examiners there are raw marks. Raw marks relating to individual elements of assessment can be released to students, subject to the permission of the Chair of the Programme Board of Examiners or the programme leader, provided that the work in question has been marked in accordance with the College Marking Framework and that such marks are clearly labelled as "provisional and may be subject to change".
- 35.2 Post Programme Board of Examiners but before a School Board of Examiners there are recommended results. Recommended results can be published subject to the permission of the Chair of the School Board of Examiners, provided they are clearly labelled as "recommend and may be subject to change". Recommended degree classifications must not be published but an indicative pass/fail list clearly labelled as "recommend and may be subject to change" may be published subject to the permission of the Chair of the School Board of Examiners.

- 35.3 Any information relating to assessment performance must be communicated to all students in a cohort in the same manner and at the same time.
- 35.4 After the School Board of Examiners has held a meeting to determine the results of the examinations for which it is responsible, the Director of Students and Education will issue the official pass list for the programme in question, in alphabetical order, and by classification if appropriate. The pass lists will be amalgamated to form the public record of the graduating cohort.
- 35.5 The results of examinations are confidential until the official pass list has been issued, but recommended results may be displayed in accordance with Regulations 35.1 – 35.3 above.
- 35.6 The examination marks of individual students, other than grades for final examinations for the unclassified degrees in the Schools of Medicine and Dentistry, may be released on request to Government agencies such as BIS and Research Councils for the purposes of assessing applications for studentships for postgraduate degrees; and to institutions of higher education within the United Kingdom and overseas for the purposes of credit transfer.
- 35.7 Students will be advised of their marks for their personal information routinely after the results have been determined by the relevant School Board of Examiners. The issuing of marks will be undertaken administratively by the Schools under the authority of the Director of Students and Education.
- 35.8 The College and all examiners are required to comply with the Data Protection Act 1998 which establishes legal rights for individuals with regard to the processing of personal data, including examination marks and results, on computing, word processing or similar equipment or manually. All examiners are required to comply with instructions issued by the College in furtherance of the requirements of the Data Protection Act.

## **36. Issue of Certificates**

- 36.1 Certificates for awards of King's College London will be issued under the seal of the College and shall state the name of the College, the title of the award, the classification or other distinction where appropriate and the field of study where appropriate, and shall carry the signatures of the Principal of the College and the Chair of Council.
- 36.2 The date of the award shall normally be the first day of the month following the date of the meeting held to ratify the results (see Regulation 35.4 above).
- 36.3 Details concerning the issue of Certificates for awards conferred under the authority of the University of London are available from the University. These awards include the following:
- (a) degrees organised on a federal basis;
  - (b) degrees offered by the British Institute in Paris, by the International Academy and by Associate Institutions.

### 37. Examination offences

- 37.1 Students and staff of the College are required to abide by the relevant general and specific regulations governing examinations. Failure to observe any of the regulations will constitute an examination offence and will be dealt with in accordance with B3 *Misconduct regulations*. However, minor, non-contentious, first offences involving plagiarism or related forms of cheating may be considered under the expedited examination misconduct procedure.<sup>27</sup>
- 37.2 The removal of examination answer books or other examination stationery by students or their use by students for any purpose or any occasion other than participation in a recognised College examination will constitute misconduct under the College regulations and be liable to disciplinary procedures.
- 37.3 Any material presented for assessment may be submitted to a plagiarism/collusion detection service for text analysis and the findings considered as part of an investigation under B3 *Misconduct regulations* or the expedited procedure. Any student work submitted will be stored in a database (along with the student's name, email address, programme/module details and institution) and will form part of the body of student work against which future submissions from this and other institutions will be compared.

### 38. Representations concerning decisions of Boards of Examiners

- 38.1 Except as provided below, no decision of a properly convened and constituted Board of Examiners, acting in accordance with these and any other relevant College regulations may be modified.
- 38.2 A decision of a Board of Examiners may be reviewed by the Board of Examiners, at the request of a student or other member of the College. However, requests which are based upon a challenge to the academic judgement embodied in the decision of the Examiners will not be considered.
- 38.3 A Board of Examiners may delegate, where practicable, the responsibility for a review of its decisions to an Examination Board Executive Committee.
- 38.4 Subject to the provisions of Regulation 38.5, below, a Board of Examiners<sup>28</sup> will review a decision if it is satisfied that one or both of the following conditions are relevant and applicable to the request for a review ('representations'):
- (a) where there is evidence that the student's examination may have been adversely affected by illness or other factors which the student was unable, or for valid reasons unwilling, to divulge before the Board of Examiners reached its decision;
  - (b) where there is clear evidence of a significant administrative error on the part of the College or that the examination was not conducted in accordance with the Instructions/Regulations.

<sup>27</sup> See Guidelines for examiners: plagiarism and related forms of cheating.

<sup>28</sup> Given that most decisions of the School Board are based on the recommendations of a Programme Board but not all Schools operate under a two-tier Programme Board and School Board structure, the officers administering the process will determine which Board would be the most appropriate recipient of a student's representations. However, any decision to modify an individual mark or an overall result will require ratification by the appropriate School Board.



- 38.5 Any representation must be submitted in writing, normally on a form provided for the purpose<sup>29</sup>, and lodged with the Director of Students and Education (or her/his nominee) on behalf of the relevant Board of Examiners. Representations must be lodged within 14 days<sup>30</sup> of the publication of the results of the relevant examinations. Representations received after this deadline will only be accepted at the Director of Students and Education (or her/his nominee's) discretion.
- 38.6 Any representation concerning illness or other factors of mitigation must be accompanied by independent third party evidence. It is the student's responsibility to obtain all evidence by the deadline for submission. If evidence is in a foreign language it is the student's responsibility to have it independently translated prior to submission.
- 38.7 At the Director of Students and Education (or her/his nominee's) discretion any representation may be rejected in the following circumstances:
- (a) that the representation is not made on the EDR2 form, or that the form is incomplete in some way;
  - (b) that the representation has been submitted after the deadline;
  - (c) that if relevant to a submission under Regulation 38.4(a), the representation does not include third party evidence of illness or other factors of mitigation;
  - (d) that the representation contains no prima facie evidence that either of the criteria detailed in Regulation 38.4 has been met;
  - (e) that the representation is based upon a challenge to academic judgement.
- 38.8 If in the view of the Director of Students and Education (or her/his nominee) any of these circumstances detailed in Regulation 38.7 above are applicable the request will not be forwarded to the Board of Examiners. A student will have the opportunity to appeal the decision in writing to the Director of Students and Education but an appeal is not an opportunity to submit new or updated documents. Should an appeal be successful the representation will be forwarded to the Board of Examiners in accordance with Regulation 38.11 below. Should an appeal be unsuccessful there will be no further opportunities for appeal and the procedure shall be completed.
- 38.9 Where a student makes representations under Regulation 38.4 above that their examination or assessment performance or result, or the decision of the Board of Examiners, was adversely affected by alleged harassment, bullying or discrimination, or by any other factor, which, in the opinion of the Director of Students and Education, requires an investigation which falls outside the competence of the Board of Examiners and which constitutes a complaint under the provision of B6 *Student complaints procedure*, then the matter shall be referred for consideration under the *Student complaints procedure* and the request for a review of the Board's decision may, at the discretion of the Director of Students and Education, be held in abeyance until the consideration of the matter under the *Student complaints procedure* has been concluded.
- 38.10 In such cases the final findings determined under the provisions of B6 *Student complaints procedure* will be submitted to the Board of Examiners as evidence under Regulation 38.4 above. In order to avoid any perception of bias, no member of a Board of Examiners against whom an allegation or complaint has been made may sit to consider the request to review the decision of that Board of Examiners.

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<sup>29</sup> EDR2 form

<sup>30</sup> For a definition of the term 'day' see Regulation 2.2 of B1 *General student regulations*.

- 38.11 On receipt from the Director of Students and Education of a request for a review, it will be the responsibility of the Chair of the Board (or her/his Deputy) to arrange for the Board of Examiners to meet to consider the request and after the meeting to ensure that the decision of the Board is communicated to the Director of Students and Education. The Board of Examiners shall normally meet and communicate its decision to the Director of Students and Education 35 days of the publication of the results of the relevant examination, unless the Director of Students and Education has granted an extension to this deadline where s/he is satisfied that there is good reason for so doing.
- 38.12 When considering a request the Board of Examiners will determine whether the criteria for a review have been met or not. Where the criteria have been met and a review is conducted the Board will decide whether to modify its original decision or to confirm its original decision.
- 38.13 Where a Board of Examiners is conducting a review of its decision under Regulation 38.4(a) above, the provisions of Regulations 38.5 and 38.6 above will apply. Additionally, in the case of a student who has presented her/himself for an examination and who has failed that examination, the Board must be satisfied that the illness or other good cause was the principal cause of the student's failure.
- 38.14 Where a Board of Examiners is conducting a review of its decision under Regulation 38.4 (b) above, the Board must be satisfied that the error was substantive and serious enough to have accounted for the student's performance, and that had the error not occurred, the Board's decision probably would have been different.
- 38.15 A written statement of the outcome of the meeting will be prepared by the Chair of the Board (see Regulation 38.11 above) and shall include the reasons behind any decision. The reasons given shall provide the student with an adequately detailed and clear explanation of how those reasons were arrived at by the Board in the context of the provisions of Regulations 38.5 and 38.6 above. Failure to supply such an explanation will give grounds to a student to request the Director of Students and Education to exercise her/his discretion under Regulation 38.17, below, to convene an Appeal Committee.
- 38.16 Where the Board agrees to modify its decision, the written statement must be signed by an External Examiner and the Chair (or Deputy Chair) and, where appropriate, must be ratified by the relevant School Board of Examiners. Once approved, the statement should be sent to the Director of Students and Education for notification of the outcome to be provided to the student.
- 38.17 Following the publication of a decision by the relevant Board of Examiners in accordance with these regulations the hearing of a formal appeal against that decision may be allowed, at the discretion of the Director of Students and Education (or her/his nominee), in the following circumstances:
- (a) if, in the view of the Director of Students and Education (or her/his nominee), the Board of Examiners has not supplied an adequately detailed and clear explanation of the Board's reasons for any decision taken under Regulation 38.15, above, and if sufficient evidence remains that the request for a reconsideration warrants further consideration;
  - (b) if, in the view of the Director of Students and Education (or her/his nominee), the Board of Examiners has failed to communicate its decision within a

reasonable time-frame, and if sufficient evidence remains that the request for a reconsideration warrants further consideration.

An appeal must be requested in writing and lodged with the Director of Students and Education. The request must be received within 14 days of the date of notification of the Board of Examiners' written statement. Representation received after this deadline will only be accepted at the discretion of the Director of Students and Education (or her/his nominee).

- 38.18 The Director of Students and Education (or her/his nominee) will normally advise the student in writing of her/his decision on the appeal request within 60 days of receipt of the appeal.
- 38.19 The Director of Students and Education (or her/his nominee) shall convene an Appeal Committee with the following membership:
- (a) a Chair, either the Chair or former Chair of the College Assessment Board, or a Chair or Deputy Chair of a School Board of Examiners (but not a School Board Chair from the School of the student);
  - (b) a student, nominated by the Students' Union;
  - (c) two senior members of the academic teaching staff, unconnected with the case. Staff or students of the same Department/Division/Group as the student making the appeal or who have had prior knowledge of or contact with the student shall be excluded from membership of the Appeal Committee.
- 38.20 The quorum of the Appeal Committee shall be three and shall include the Chair and the student member. The Chair shall have an additional casting vote where necessary.
- 38.21 Proceedings of the Appeal Committee shall normally be held in private, unless the student wishes a hearing to be held in public.
- 38.22 The student may be accompanied or represented at the Appeal Hearing by another College member or a member of the student's professional organisation (where applicable).
- 38.23 The student may also be accompanied by a family member or a friend (either from inside or outside the College) but that person will not be allowed to speak on the student's behalf. However, the Appeal Committee will have the discretion to consider representations from the student for the friend or family member to make a statement.
- 38.24 If the student is to be represented and/or accompanied, the name(s) of the person/persons who is/are to attend must be received in writing by the Director of Students and Education (or her/his nominee) at least forty-eight hours in advance of the hearing. The Appeal Committee has the discretion to refuse to permit a representative or friend or family member to attend where prior written notice has not been given.
- 38.25 If a student wishes to be represented by an individual not listed in Regulation 38.22 above, they should make representations to the Chair of the Appeal Committee at least forty-eight hours in advance of the hearing. The Chair of the Appeal Committee has the absolute discretion to accept or reject an application for alternative representation and its decision will be final.

- 38.26 Written notice of the hearing will be sent to the student. The names of the Committee members and the Chair of the relevant Board of Examiners together with all documentary evidence will normally be sent at least ten days before the hearing date.
- 38.27 New documentary evidence that has not already been submitted as part of the appeal will not normally be considered by the Appeal Committee. Should either party wish to submit new documentary evidence this must be done at least five working days before the hearing date. The Chair of the Appeal Committee has the absolute discretion to accept or reject new documentary evidence.
- 38.28 The Appeal Committee shall consider the documentary evidence. The student shall be invited to give evidence. The Chair of the relevant Board of Examiners, or her/his nominee, shall be invited to give evidence. Other persons shall be asked to attend to give evidence if the Committee so wishes.
- 38.29 The absence of the student or the Chair of the relevant Board of Examiners will not prevent the Hearing from taking place nor invalidate the proceedings.
- 38.30 For the purpose of the hearing, a decision by the Committee on any point of procedure will be binding.
- 38.31 The Appeal Committee will determine whether there is sufficient reason to challenge the decision of the Board of Examiners. If there is insufficient reason to challenge the decision of the Board the appeal will be dismissed. If there is sufficient reason to challenge the decision of the Board the Appeal Committee can set aside the decision of the Board of Examiners and replace it with one of its own, or it can refer the representation back to the relevant School Board of Examiners for fresh consideration.
- 38.32 The Appeal Committee may set aside an attempt at an assignment or module and permit the student to be re-assessed in any specific assessment or specific module. The Appeal Committee has the discretion to consider other decisions, but any decision of the Appeal Committee must be consistent with the College regulations and the relevant Programme requirements. In all cases clear deadlines for re-assessment should be set in consultation with the Board of Examiners.
- 38.33 An Appeal Committee is not a Board of Examiners, and cannot raise marks in assignments or modules, amend marks from fail to pass, raise degree classifications or make awards. If a successful appeal is regarding an award or classification the student's representation will be referred back to the relevant School Board of Examiners for reconsideration.
- 38.34 A decision of the Appeal Committee shall be final. There is no further right to appeal and no right to appeal against the decision of the School Board if the representation has been referred
- 38.35 The decision of the Appeal Committee shall be communicated in writing by the Director of Students and Education (or her/his nominee) to the student, the Chairs of the relevant School and Programme Boards of Examiners, and the Head of the relevant School normally within seven days of the meeting of the Appeal Committee. The decision of the Appeal Committee shall be communicated by the Chair of the relevant Programme Board of Examiners to the External Examiner(s).

- 38.36 Until the appeal procedure is completed, the student shall be allowed to continue attending their programme of study, where this is applicable and permitted by the relevant programme regulations. The student has no automatic right to progress to the next stage of the programme pending the outcome of an appeal without having met the prerequisite conditions. If the student wishes to attend their programme of study they should seek approval from the Head of School. This request should be submitted to the Student Conduct and Appeals Office.
39. The Office of the Independent Adjudicator for Higher Education (OIA)
- 39.1 Student members of the College may ask the OIA to consider any unresolved complaint against the College. For further information see Appendix 3.



## **A4 Regulations for research degrees (DClinPsy, DHC, DThM, DrPS, EdD, MD(Res), MPhil, MPhilStud and PhD)**

*Entry requirements for research degrees are set out in Regulation 5 of A2 Regulations for admission and registration*

### **1. Research degrees: scope**

- 1.1 A research degree programme of study must extend over at least two years of full-time study, or part-time equivalent, and incorporate a substantial research component resulting in the submission of a thesis for examination at doctoral level (level 8 in the *Framework for higher education qualifications in England, Wales and Northern Ireland*).
- 1.2 In addition to Regulation 1.1 above, a professional doctorate programme shall include elements of a practical/work-related/professional nature and formally taught elements appropriate to support the academic objectives of the degree programme.
- 1.3 In addition to Regulation 1.1 above, a Master in Philosophical Studies (MPhilStud) degree programme shall provide a student with advanced knowledge of three areas of the relevant discipline, including sustained research on a single topic (presented in the form of a thesis), and provide progressive research training which is an adequate foundation for doctoral study.
- 1.4 A *Core code of practice for postgraduate research degrees* shall be published annually which will set out the framework for the management of research degrees and research degree students covering admission, supervision, progression and submission. The *Core code of practice* is updated for publication each academic year and each new version supersedes any previous versions. Supervisors and research students are required to adhere to the *Core code* in operation in each academic year.
- 1.5 These regulations, the *Core code of practice* and programme specifications for research degrees involving taught elements, set out the minimum requirements of the College; the School of registration may specify additional and more stringent requirements.
- 1.6 Schools<sup>1</sup> may establish joint or dual research degrees, or blended learning programmes in accordance with the College's partnership policy and the procedures established for such degrees.<sup>2</sup> Such a degree will require a student to engage in study equivalent to one year in the partner institution.

### **2. Minimum period of registration**

- 2.1 Except for students with advance standing under Regulation 5.2 below, the minimum period of registration shall be two calendar years of full-time study, or the part-time equivalent, for a student registered on a PhD, MPhil, MPhil(Stud) or MD(Res)

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<sup>1</sup> Throughout these Regulations the term "School" also includes the grouping of free standing global institutes and the English Language Centre which operate as a "virtual" School for the purposes of academic governance and quality assurance.

<sup>2</sup> Procedures for the approval and monitoring of collaborative provision

programme. For a student registered on a professional doctorate programme, the minimum period of registration shall be three years' full-time study, or the part-time equivalent. However, the requirements of research degree theses under Regulation 4 below should be adhered to and the expected and required submission times noted.

### 3. Registration status

- 3.1 A School may grant periods of interruption to the period of registration (see Regulation 3.6 of A1 *General academic regulations*).
- 3.2 A School may permit a student's registration date to be backdated by up to six months in accordance with College policy.<sup>3</sup>
- 3.3 A student who is not registered will not be permitted to submit a thesis for examination.
- 3.4 Unless exceptionally exempted from this requirement (see Regulation 3.6 below), a student following a PhD programme will initially be registered for the MPhil degree and will be permitted to upgrade from the MPhil degree to the PhD degree according to the procedures prescribed by the School of registration. Transfer of registration from the MPhil degree to the PhD degree will not normally be considered:
  - (a) before a student has completed nine months full-time study, or its part-time equivalent; or
  - (b) after eighteen months of full-time study, or the part-time equivalent. Students must satisfy any conditions prescribed by the School of registration before being considered.
- 3.5 A student may appeal against a decision not to upgrade their registration from MPhil to PhD in accordance with the procedures set out in the *Core code of practice for postgraduate research degrees*.
- 3.6 Where a student is registered for a joint or dual degree with an institution that does not offer the MPhil degree or where it is an explicit condition of the funding of a studentship that a student must register directly for a doctoral degree, the student will be registered directly onto the PhD degree, but will be required to undertake a formal review equivalent to the upgrade at the appropriate time in order to continue their registration.
- 3.7 A student registered for a three year research degree may apply to transfer status from registration as a full-time or part-time student to that of 'writing-up' status according to the procedure established by the School of registration. The decision on whether to permit the transfer of registration status should not be made solely by the student's supervisors and the transfer of status is permitted only when the student's thesis is nearing completion. A student will only be permitted to be registered as 'writing-up' (see Regulation 3.8 below) for a maximum period of one year.
- 3.8 For students registered at the College for a research degree under these regulations there will be five bands of registration, as follows:
  - full-time registration

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<sup>3</sup> See Policy Zone for Policy on Backing Registration for Research Degrees.



- full-time non-resident (see Regulation 7 below)
- part-time registration
- part-time non-resident (see Regulation 7 below)
- 'writing-up' (with access to library and computer facilities, and supervision)
- Submitted (with access to library and computer facilities, and supervision as required)

The amount of any fee will be set annually according to procedures established by the College (see Regulation 5 of B1 *General student regulations*)<sup>4</sup>.

#### **4. Timescales for the submission of thesis**

4.1 Notwithstanding the provisions of Regulation 4.2 below, students are expected to submit their thesis within the following timescales:

- (a) for the MPhil or PhD programme - within three or four years of full-time registration as appropriate or six years of part-time registration<sup>5</sup>;
- (b) for the MD(Res) degree - within two years;
- (c) for the MPhilStud - within two years full-time or the part time equivalent;
- (d) for professional doctorates – within three years of full-time registration or six years part-time registration .

4.2 Excluding any period of interruption, students are required to submit their thesis within the following timescales:

- (a) for MPhil and PhD programmes - within four years of registration for full-time study or within seven years for part-time study<sup>6</sup>;
- (b) for the MD(Res) programme – within three years of registration for full-time study or the part-time equivalent;
- (c) for the MPhilStud programme – within two years of registration for full time study or the part time equivalent;
- (d) for professional doctorates - within four years of registration for full-time study or seven years part-time. A period of study as defined in the programme specification must be spent on the taught elements of the programme.

#### **5. Advanced standing and transfer**

5.1 Where a School considers that an applicant for registration as a research student is exceptionally well qualified or has exceptional ability, such a student may, on the approval of the Head of the School concerned or nominee, be permitted to register initially for the PhD. In such cases, the programme of study followed may not be less than two calendar years or the part-time equivalent.

5.2. Schools may prescribe procedures to register a person who has commenced a programme of study for the MPhil or PhD degree (or equivalent degree) of another university of appropriate standing for the MPhil or PhD degree with exemption from part of the programme of study. Registration for the degree to which transfer has

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<sup>4</sup> See Core Code of Practice for Research degrees paragraph 10.3 for details around fees for 'submitted' students.

<sup>5</sup> This may be varied in certain circumstances and only for formally approved programmes. Expected and required submission deadlines will be set out as part of the admissions offer letter and/or confirmed upon registration.

<sup>6</sup> This may be varied in certain circumstances and only for formally approved programmes. Expected and required submission deadlines will be set out as part of the admissions offer letter and/or confirmed upon registration

been made should normally date from initial registration for the degree from which transfer has been made, although this may be varied in exceptional circumstances on the approval of the Head of School concerned or their nominee. The period of time at the College may not normally be less than one calendar year or its part-time equivalent, and may not occur after a student has entered the examination process.

- 5.3 A student may transfer from the MPhilStud, the MD(Res) or a professional doctorate programme to the MPhil/PhD programme or vice versa with exemption from part of the programme of study, subject to the requirements set out in Regulation 5.2 above.

## **6. Arrangements concerning work undertaken in collaboration with external organisations**

- 6.1 The School of registration will ensure that a student whose programme of study is supported by industrial or other external sponsorship has a written agreement or contract which includes the following:
- (a) the programme of research to be carried out;
  - (b) the financial contribution and other assistance to be provided by the sponsor;
  - (c) the names and addresses of the sponsor's industrial supervisor, where appropriate, and the College academic supervisor(s);
  - (d) and the period of sponsorship.

The contract will make provision for the supervisor(s) identified in the contract to assist the student with the work; that regular consultative meetings are held (at least two in each semester) between the parties involved, and will define the responsibilities of the parties in respect of publication, disclosure of confidential information and of intellectual property rights.

- 6.2 The written agreement or contract shall not preclude the inclusion in the thesis submitted for examination of some or all of the information, or the conclusions, generated during the programme of study, subject to the delivery of a complete final draft of the thesis to the sponsor not less than nine weeks prior to submission for examination. The College and the student will give sympathetic consideration to any suggestion received from the sponsor not less than five weeks prior to submission concerning:
- (a) amendments to the thesis; and
  - (b) the lodging of a copy of the thesis in the Library, with such limitations as may be requested by the sponsor in the event that publication would in the sponsor's opinion be prejudicial to the obtaining of patent and/or other intellectual property protection, or would harm the commercial interests of the sponsor. (See also Regulation 19.2 below).
- 6.3 The student and her/his academic supervisors shall undertake to notify the School of registration in the event that work is terminated early or interrupted for a continuous period of more than three months without prior permission of the School and the sponsor; and if the sponsor and the School of registration agree that performance is unsatisfactory by reason of lack of reasonable diligence by the student and/or due to premature termination or interruption for a continuous period of more than three months, the contract may be terminated after the normal procedures for review of research students' work as prescribed by the School have been completed.
- 6.4 Other terms will be as specified by contract, but the School of registration will ensure that arrangements for students whose research is subject to a studentship

agreement are no less favourable than those for other students registered in the School and that the regulations of the College which govern research students are observed.

## **7. Registration under the Public Research Institutions and Industrial Research Laboratories Schemes (applicable to the MPhil/PhD degree programmes only)**

- 7.1 A person engaged in research in a non-degree awarding, government or other public research institution, or in an industrial research laboratory shall be eligible to apply for registration as a part-time non-resident student of the College or as a full-time non-resident student of the College for the degrees of MPhil or PhD and, if accepted, to carry out the major part or the whole of her/his research for the degree at the research centre concerned, subject to the special provisions in Regulations 7.2 to 7.7 below.
- 7.2 Notwithstanding the special provision for research in Regulation 7.1 above, the student must satisfy the School of registration that they are following a prescribed programme of study appropriate to lead towards the award of MPhil/PhD. The nature of the programme offered by the institute or laboratory will determine whether part-time non-resident or fulltime non-resident registration is applicable.
- 7.3 For non-resident students under this scheme, the prescribed programme of study shall be carried out under the primary supervision of an external supervisor at the institution or laboratory at which the student is based. A second supervisor shall be appointed from an appropriate Department at the College. The external supervisor must be eligible to act in accordance with the *Core code of practice for postgraduate research degrees*.
- 7.4 It is expected that the external supervisor will, as far as is practicable, maintain close contact with the College supervisor in regard to the general strategy of the research and, in order that the student may acquire background knowledge and skills relevant to her/his research, the prescribed programme of study should include elements requiring formal participation by the student, such as attendance at lectures, tutorials, seminars, training sessions and appropriate consultation with the College supervisor.
- 7.5 The institution or laboratory at which the research is conducted must be so located as to make practicable genuine contact with the School at which the student is registered. It is expected that students will normally have joint face-to-face meetings with both supervisors at least twice a year and monthly contact with the College supervisor.
- 7.6 The application for registration as a part-time non-resident or a full-time non-resident student must have the support of the authorities of the institution or laboratory at which the research is conducted, who shall confirm that:
  - (a) the student will be able to attend the School for the prescribed programme of study (Regulations 7.4 and 7.5 refer);
  - (b) no restriction will be placed upon presentation for examination of the thesis (except as provided for in Regulation 6.2 above);
  - (c) a successful thesis shall be made available in accordance with Regulation 19 below;
  - (d) except as so far as these regulations make specific provision, the student will be required to comply with all relevant College regulations and procedures both generally and those relating to progression, the transfer of registration

from MPhil to PhD degree, and transfer to writing-up status specifically. If the institution or laboratory at which the research is conducted has progression monitoring procedures that the School of registration considers are appropriate, these procedures may be used in place of the College procedures.

- 7.7 Where a student ceases to work at the centre for which her/his registration has been approved, her/his registration as a student for the MPhil/PhD degree shall cease at the same time. Where the new place of employment also satisfies the requirements for registration under these regulations the student may apply to the School at which s/he is registered for transfer of registration. The School shall inform the relevant College authority of any change in the place of research.

**8. Registration under the full-time employees scheme (applicable to the MPhil/PhD degree programmes only)**

- 8.1 Registration under this scheme is intended for persons described below who are unable to comply with the normal entrance qualifications.
- 8.2 A person who has for three years been in the full-time employment of the College, or who is an employee of a Research Council financed by public funds, or of the National Health Service and has for three years been working at a School of the College and who is not otherwise eligible under the Regulations, may apply for registration in any School for the degree of MPhil/PhD, subject to the following:
- (a) s/he must have demonstrated, normally by published work to which s/he is a major contributor, exceptional ability in research;
  - (b) her/his general education, scholarship and training must be regarded as suitable preparation for an MPhil degree;
  - (c) s/he may be required to pass a qualifying examination. The examiner shall assess the student's personal contribution to any research publications of which s/he is joint author and shall be satisfied that the student has made a substantial individual contribution to research and that her/his expert knowledge extends beyond her/his immediate research.
- 8.3 A person in full-time employment is understood to be a person whose salary is paid wholly by the College and who is entirely responsible to the School in question for her/his work. An employee of a public research council or the National Health Service working at a School or Institute is understood to be a person whose salary is paid or reimbursed by the Research Council concerned or the National Health Service and whose work is carried out under the direct supervision of academic staff of the School concerned. The person should, whether an employee of the College or of a public research council or of the National Health Service, be entitled to the normal privileges available to members of the staff of the College.
- 8.4 When a student ceases to be employed or to work at the School at which her/his registration has been approved at any time prior to the completion of her/his prescribed programme of study, her/his registration as a student for the MPhil/PhD degree shall cease at the same time.
- 8.5 Except with the special permission of the Academic Board, a student registered under the provisions of this section will not be permitted to count as part of her/his programme for the MPhil/PhD degree any part of the period prior to the date on which s/he passed the qualifying examination.

- 8.6 A student registering for the MPhil/PhD degree under these regulations will usually be required to pursue a part-time programme of study extending over at least the equivalent of two calendar years of full-time study (see <https://internal.kcl.ac.uk/student/grad-school/pgr/docs/index.aspx> for guidance on the circumstances in which College staff may be registered as full-time students).
- 8.7 Except insofar as the above paragraphs make special provision a student will be required to comply with the regulations of the College.

## **9. Attendance and programme of study**

- 9.1 Every student registered for a research degree at the College is required to pursue a formal programme of study including induction and training programmes where prescribed.
- 9.2 The principal supervision of the research element leading to the submission of a thesis shall be undertaken by a member of the academic staff of the College appointed by the School of registration.<sup>7</sup> Schools will have in place procedures for the appointment of supervisors which will ensure that a main supervisor and a second supervisor, or panel of supervisors, is appointed to supervise the research of each student and that the supervisors have appropriate research experience. A supervisor must not be studying for a research degree her/himself and at least one of the supervisory team must have obtained a PhD or equivalent research degree. For professional doctorate programmes, the appointment of the supervisors should take place at the latest within three months of the student successfully completing the taught elements of the programme. For all other programmes, the appointment of the main supervisor should be confirmed at registration and the appointment of a second supervisor, or panel of supervisors confirmed within one month of registration.
- 9.3 Schools shall ensure that at least one of the student's supervisors or member of the supervisory panel has a contract that extends beyond the duration of the student's degree.
- 9.4 Except as provided for in Regulations 7 above and 9.5 below, a student is required to centre her/his academic activities on the College and to attend personally for studies at such times as the College or School might require. Students are required to participate fully in the procedures that the College and the Schools have in place to monitor their progress, and failure to do so will result in their registration being terminated.
- 9.5 A student may be permitted to spend part of her/his programme in 'off-campus study' under conditions prescribed by the School of registration and within the framework of the *Core code of practice for postgraduate research degrees*. Such conditions must ensure that:
- (a) prior permission is obtained by the student from the responsible authority within the School and that a plan for monitoring the off-campus study is agreed with the student by the responsible authority before any period of off-campus study is undertaken;
  - (b) that the conditions set by the School ensure that the regulatory requirements of the College regarding attendance and programme of study are met;

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<sup>7</sup> This includes appropriately qualified and trained staff, provided that they have an appropriate honorary contract with the College that covers the student's period of study.

- (c) that regular contact with the supervisors is maintained;
- (d) that, where the period of off-campus study exceeds three months, arrangements are made through the supervisors for reports on the student's progress to be made at regular (at least six-weekly) intervals;
- (e) that the student must centre her/his academic activities on the School of registration for a period of at least six months, of which defined periods of attendance should be at the beginning of the period of registration and immediately before the submission of the thesis and any other times specified by the School. It should be noted that separate regulations govern students registered under the Public Research Institutions and Industrial Research Laboratories Scheme (see Regulation 7 above).

## **10. Entry to and examination of thesis**

- 10.1 The decision to submit a thesis for examination rests with the student, subject to the School of registration confirming that the student has completed the programme of study and that the student meets the provisions for submission under these Regulations.
- 10.2 A student will be required to present her/himself for examination in accordance with the timescales given in Regulation 4 above and is required to give written notice to the College, by submitting an examination entry form, of her/his intention to submit a thesis for examination at least six months prior to submission. This form will also be signed by the student's supervisor.
- 10.3 Following notification of the intention to submit, the College will appoint the examiners in accordance with Regulation 12 below. The student's examination entry form should be accompanied by a short description of the content of the thesis (about 300 words) to assist in the appointment of suitable examiners.
- 10.4 Where a student fails to submit their thesis within the notice period stated in the examination entry form the student will be required to start the examination entry procedure again.
- 10.5 A thesis must be presented for examination in accordance with the procedures and in the format specified by the College, which may include a requirement to submit an electronic version of the thesis.
- 10.6 For the MD(Res), MPhil and PhD degree, students may opt to submit a thesis incorporating publications, in accordance with requirements specified by the College. In addition to Regulation 11.5 below governing the presentation of a thesis presented for the PhD, a thesis incorporating publication(s) should include at least one paper published in a peer reviewed publication, or a paper accepted for publication in a peer reviewed publication and presented in its final accepted form with appropriate referencing from the relevant publication. The inclusion of a paper(s) accepted for publication within the thesis does not guarantee that the thesis as an entity will be judged to have met the standards required for the award of a PhD. The thesis must be accompanied by a signed declaration by the student that the work presented in the thesis is her/his own and explaining her/his contribution to jointly authored publications.
- 10.7 The method of examination for research degree theses shall be by oral examination.

## **11. Criteria for thesis and award**

- 11.1 With the exception of students registered for joint or dual degrees, a student will not be permitted to submit as her/his thesis one which has been or will be submitted for a degree or comparable award of this or any other university or institution. However a student shall not be precluded from incorporating work in a thesis covering a wider field of work which s/he has already submitted for a degree or comparable award of this or any other university or institution provided that s/he shall indicate on her/his entry form and also on her/his thesis any work which has been so incorporated. This is subject to the requirements under Regulations 11.5 to 11.20 below, the scope of the thesis, which requires that the greater proportion of a student's investigations shall have been carried out during the period of registration.
- 11.2 The part played by the student in any work done jointly with the supervisor(s) and/or fellow research workers must be clearly stated by the student and certified by the supervisor.
- 11.3 A series of papers alone, whether published or otherwise, is not acceptable for submission as a thesis. Research work already published, or accepted for publication, at the time of submission of the thesis, either by the student alone or jointly with others, may be included in the thesis. However the thesis will typically require additional chapters and information for it to meet the requirement set out in Regulation 11.5 below. For any thesis, publications derived from the work in the thesis but not forming a main part of the work described may be bound as supplementary material at the back of the thesis.
- 11.4 All theses for College degrees shall be written in English with the exception of students studying for modern foreign language degrees, who may produce their thesis in the language of their subject provided that they have stated their intention to submit in a language other than English at the point of application to the programme of study and that this has been agreed by their supervisors and approved in writing by the School. In this instance, an abstract in English of up to 5,000 words shall be submitted at the same time as the thesis. Students whose direct subject of study is not a modern foreign language, but whose subject involves an element of study of a modern foreign language may apply at the start of their degree to submit their thesis in a language other than English; all such applications will need the support of the supervisor and will be considered by the Research Degrees Examination Board.

*PhD*

- 11.5 The PhD degree shall be assessed by a thesis submitted by the student against the relevant criteria listed below and by an oral examination. The scope of the thesis shall be what might be reasonably expected after three or at most four years of study, or the part-time equivalent. It shall:
- (a) consist of the student's own account of her/his investigations, the greater proportion of which shall have been undertaken by the student during the period of registration under supervision for the degree;
  - (b) form a distinct contribution to the knowledge of the subject and afford evidence of originality by the discovery of new facts and/or by the exercise of independent critical power;
  - (c) be an integrated whole and present a coherent argument;
  - (d) give a critical assessment of the relevant literature, describe the method of research and its findings, include discussion on those findings and indicate in what respects they appear to the student to advance the study of the subject; and, in so doing, demonstrate a deep and synoptic understanding of the field of study, (the student being able to place the thesis in a wider context),

- objectivity and the capacity for judgment in complex situations and autonomous work in that field;
- (e) be of satisfactory literary presentation;
- (f) not exceed 100,000 words (inclusive of footnotes but exclusive of appendices and bibliography, the word limit not applying to editions of a text or texts);
- (g) include a full bibliography and references;
- (h) demonstrate research skills relevant to the thesis being presented;
- (i) be of a standard to merit publication in whole or in part or in a revised form (for example, as a monograph or as a number of articles in learned journals); and
- (j) where ethical approval is required, indicate that such approval has been granted by the appropriate body.

See Regulations 11.7 to 11.10 below for further information relating to additional requirements in the field of Music, Drama, Theatre Studies and English/Writing for the submission of the outcome of research in a practical format. The thesis may incorporate one or more published articles as described in Regulation 10.6 above.

#### *MPhil*

- 11.6 The MPhil degree shall be assessed by a thesis submitted by the student against the relevant criteria listed below and by an oral examination. The scope of the thesis shall be what might reasonably be expected after two years or at most three years of study, or the part-time equivalent. It shall:

- (a) consist of the student's own account of her/his investigations, the greater proportion of which shall have been undertaken by the student during the period of registration under supervision for the degree;
- (b) be either a record of original work or of an ordered and critical exposition of existing knowledge and shall provide evidence that the field has been surveyed thoroughly;
- (c) be an integrated whole and present a coherent argument;
- (d) give a critical assessment of the relevant literature, describe the method of research and its findings and include a discussion on those findings;
- (e) be of satisfactory literary presentation;
- (f) include a full bibliography and references;
- (g) shall not exceed 60,000 words (inclusive of footnotes but exclusive of appendices and bibliography, the word limit not applying to editions of a text or texts); and
- (h) where ethical approval is required, indicate that such approval has been granted by the appropriate body.

The thesis may incorporate one or more published articles as described in Regulation 10.6 above.

#### *MPhil/PhD in Music*

- 11.7 In the field of Music only, a student may choose to submit the main outcome of their research in a practical format. This may take the format of a portfolio of compositions showing artistic skill, coherence and originality and should include recordings of as many of the works as possible. Alternatively, it may consist of performance material whether presented as concert(s)/recital(s) or recordings. The performances should show artistic skill, insight and technical mastery. Whether composition or performance based, the material to be considered as part of the 'thesis' should bear relation to the research questions outlined in the written component described below.



- 11.8 In submissions as described in Regulation 11.7 above, a student shall also submit a textual component which for composition portfolios shall not exceed 15,000 words and for performance materials shall not exceed 50,000 words, as an accompaniment to the practice-based material. The textual component should establish the research questions relating to either composition or performance that govern the submission as a whole and also the manner of its presentation. However presented, this work textual component must be accompanied by an adequate and approved form of retainable documentation. In all cases, the submitted material must together fulfill the criteria for the PhD or MPhil set out in Regulations 11.5 and 11.6 above.

*PhD in Drama and Theatre Studies*

- 11.9 In the field of Drama and Theatre Studies, a student may either register to undertake research leading to a thesis submitted in accordance with the normal provisions, or register to undertake original research in performance practice on the understanding that the material is submitted concurrently and is examined as an integrated whole. In the latter case the thesis should include evidence in the form of practical performance which exemplifies and illustrates the ideas contained in the written part of the thesis. However presented, this work must be accompanied by an adequate and approved form of retainable documentation as required by the College.

*PhD in English/Writing*

- 11.10 In the field of English/Writing, a student may register to undertake research leading to a thesis submitted in accordance with the normal provisions. Alternatively, a student may submit, as part of a thesis, an original literary text written specifically for the degree. This text should show coherence and originality and attain a publishable standard, as determined by the examiners, who will include those qualified in academic research as well as in the professional practice of writing. This text shall form the basis for a commentary on its structure, its use of dramatic, narrative or poetic technique, its relation to other literary works, and an exposition of the aims and concerns that lay behind its composition. The commentary should make clear that the student is well acquainted with the history and contemporary developments of the genre in which he or she is working in the creative portion of the thesis, and the critical field associated with it, and is able independently to analyse, interpret and evaluate debates and theoretical positions associated with it.

*MPhilStud*

- 11.11 The assessment for the MPhilStud degree is in two parts; the assessment of the options and the assessment of the thesis. Students are required to pass both parts but may undertake the research and taught components concurrently.
- 11.12 The recommendations of the Programme Board of Examiners in respect of the assessment of the options shall be considered by the appropriate Postgraduate School Board of Examiners under the provisions of the relevant sections of A3 *Regulations for taught programmes*.
- 11.13 The thesis shall:
- (a) consist of the student's own account of her/his investigations, the greater proportion of which shall have been undertaken by the student during the period of registration;
  - (b) be either a record of original work or an ordered and critical exposition of existing knowledge and shall provide evidence that the field has been thoroughly surveyed;

- (c) be an integrated whole and present a coherent argument;
- (d) give a critical assessment of the relevant literature, present the findings of research and include a discussion on those findings;
- (e) be written in English and with a satisfactory literary presentation;
- (f) not exceed 30,000 words (inclusive of footnotes but exclusive of appendices and bibliography, the word limit not applying to editions of a text or texts); and
- (g) where ethical approval is required, indicate that such approval has been granted by the appropriate body.

*MD(Res)*

11.14 The MD(Res) degree shall be assessed by a thesis submitted by the student against the relevant criteria listed below and by an oral examination. The scope of the thesis shall be what might reasonably be expected after two, or at most three, years of study. It shall:

- (a) deal with any branch of medicine, or surgery or medical science;
- (b) consist of the student's own account of her/his investigations, the greater proportion of which shall have been undertaken by the student during the period of registration under supervision for the degree;
- (c) form a distinct contribution to the knowledge of the subject and afford evidence of originality by the discovery of new facts and/or by the exercise of independent critical power;
- (d) be an integrated whole and present a coherent argument;
- (e) give a critical assessment of the relevant literature, describe the method of research and its findings, include discussion on those findings and indicate in what respects they appear to the student to advance the study of the subject; and, in so doing, demonstrate a deep and synoptic understanding of the field of study, (the student being able to place the thesis in a wider context), objectivity and the capacity for judgment in complex situations and autonomous work in that field;
- (f) be written in English and with a satisfactory literary presentation;
- (g) not exceed 50,000 words (inclusive of footnotes but exclusive of appendices and bibliography, the word limit not applying to editions of a text or texts);
- (h) include a full bibliography and references;
- (i) demonstrate research skills relevant to the thesis being presented;
- (j) be of a standard to merit publication in whole or in part or in a revised form (for example, as a monograph or as a number of articles in learned journals); and
- (k) where ethical approval is required, indicate that such approval has been granted by the appropriate body.

*Professional doctorates*

11.15 The taught and practical elements shall be assessed by methods and at an intellectual level and at a time appropriate to the programme. Such assessment shall involve at least one examiner external to the University.

11.16 The recommendations of Programme Boards of Examiners in respect of the taught and practical elements of professional doctorate programmes shall be considered by the appropriate Postgraduate School Board of Examiners under the provisions of the relevant sections of *A3 Regulations for taught programmes*. Where a student has completed the taught and practical elements but is not eligible, or is not able, to progress to the research element of the programme the Postgraduate School Board of Examiners may consider the student for an appropriate exit award where available as specified in the relevant programme specification.

11.17 Unless stated otherwise in the programme specification, a student should satisfy the examiners in all elements of the taught and practical assessment before being permitted to submit the thesis for examination.

11.18 The thesis shall:

- (a) be appropriate to the subject concerned, having regard to the other formally assessed elements for the degree;
- (b) consist of the student's own account of her/his investigations and must indicate in what respects they appear to her/him to advance the study of the subject;
- (c) form a distinct contribution to the knowledge of the subject and afford evidence of originality by the discovery of new facts and/or by the exercise of independent critical power;
- (d) be an integrated whole and present a coherent argument;
- (e) be at least 25,000 words in length and not exceed 55,000 words (inclusive of footnotes but exclusive of appendices and bibliography, the word limit not applying to editions of a text or texts);
- (f) be written in English and with a satisfactory literary presentation;
- (g) include a full bibliography and references;
- (h) demonstrate research skills relevant to the thesis being presented;
- (i) be of a standard to merit publication in whole or in part or in a revised form (for example, as a monograph or as a number of articles in learned journals); and
- (j) where ethical approval is required, indicate that such approval has been granted by the appropriate body.

11.19 The final examination shall include an oral examination of the student conducted by at least two examiners (see Regulation 13 below).

11.20 The final examination contributing to the award of the degree shall be designed:

- (a) to test the thesis against the stated criteria in Regulation 11.18 above; and
- (b) to test the student's conceptual understanding of the integration of all elements of the programme and their related assessment.

## **12. Appointment of examiners**

12.1 For each student the Research Degrees Examination Board shall oversee the appointment of two individuals to act as examiners, but the Board may, if it considers it desirable, permit the appointment of three individuals to act as examiners jointly or a Chair and two individuals. For students registered for a research degree dually or jointly with another institution, the Research Degrees Examination Board may, at its discretion and on application to it by the School concerned, approve a different composition to the oral examination (details of specific arrangements must be detailed in the relevant Memorandum of Agreement).

12.2 The criteria for examiners shall be as follows:

- (a) examiners shall be expert in the field of the thesis and able to make an independent assessment of the student;
- (b) at least one examiner shall have experience in the examination of research degrees in the UK and the examiners should have examined at least three research degrees of appropriate level between them;

- (c) examiners should not have had any significant research or other contact with the student, nor should they have had any role in the assessment or supervision of the student. There should be no personal link between the examiner and student;
- (d) reciprocal examining with a supervisor from another institution is not permitted. The repeated nomination of an examiner by a supervisor will not normally be permitted within a two year period;
- (e) former lay members of Council, students or employees of King's College London shall not normally be appointed before a period of three academic years has elapsed;
- (f) at least one of the examiners shall be external to the University of London;
- (g) one examiner shall normally be from another College of the University except where, in the opinion of the Board, this is impracticable or inappropriate;
- (h) the student's supervisor shall not be an examiner;
- (i) all the examiners shall be external to the College when the student is also a member of the academic staff of the College.

12.3 An examiner from outside the UK or the Republic of Ireland shall be appointed where the School can demonstrate that there is no suitable examiner within the UK or the Republic of Ireland. If an examiner from outside the UK or the Republic of Ireland is appointed, the Board must be satisfied that the examiner is familiar with the British higher education system and the general requirements and procedures for the award of research degrees.

### **13. Conduct of examinations**

- 13.1 All matters relating to the examination must be treated as confidential. Examiners are not permitted to divulge the content of previously unpublished material contained in a student's thesis until such time as any restrictions on access to the thesis, which have been granted by the College, are removed.
- 13.2 The examiners shall prepare independent preliminary written reports on the thesis to assist in conducting the oral examination. The examiners should exchange preliminary reports prior to the oral examination.
- 13.3 After any oral examination a joint final report shall be prepared for submission to the College and should be accompanied by copies of the preliminary reports. The preliminary and joint final report will be released routinely to students for their personal information.
- 13.4 Each joint final report of the examiners shall indicate whether the thesis meets the requirements specified in Regulation 11 above as appropriate and shall include a reasoned statement of the examiners' judgment of the student's performance.
- 13.5 Examiners have the right to make comments in confidence to the College in a separate report. Such comments should not normally be concerned with the performance of the student but may cover, for example, matters which they wish to draw to the attention of the Research Degrees Examination Board or the Graduate School.
- 13.6 The student may indicate on her/his examination entry form whether their principal supervisor shall be present at the oral examination as an observer. The supervisor does not have the right to participate in the examination of the student but may contribute if invited to do so by the examiners. Otherwise the oral examination shall be held in private.

- 13.7 The oral examination will normally be conducted in London. The College may, however, exceptionally agree that the examination be conducted elsewhere if there are circumstances which make this expedient.
- 13.8 The examiners, after reading the thesis, shall conduct an oral examination with the student in accordance with College guidelines and shall also, at their discretion, examine the student by written papers or practical examination or by both methods on the subject of the thesis and, if they see fit, on subjects relevant thereto.
- 13.9 Students are required to present themselves for oral, practical or written examinations at such place and time as the College may direct, and to bring with them to the oral examination an additional copy of their thesis.

## 14. Results of the examination

- 14.1 The options open to examiners in determining the result of the examination are as follows:<sup>8</sup>
- (a) where the student's thesis meets the criteria for the specified award (see Regulation 11 above) and the student satisfies the examiners in all elements of the assessment, the examiners will make a formal recommendation for award to the Research Degrees Examination Board; or
  - (b) where the student's thesis broadly meets the criteria for the specified award and the student satisfies the examiners in all other elements of the assessment, the examiners will make a formal recommendation for award to the Research Degrees Examination Board, subject to the completion of minor amendments (see Regulation 14.3 below); or
  - (c) where the student's thesis is thought to be able to meet the criteria for the specified award with additional work, the examiners will make a formal recommendation to the Research Degrees Examination Board that the student be permitted to make major amendments within six months. A further oral examination will not normally be required where a six month amendment period is given (see Regulation 14.4 below); or
  - (d) where the student's thesis, though inadequate, is thought to be able to meet the criteria for the specified award, the examiners may determine that the student be permitted to re-present her/his thesis in a revised form within 18 months for the PhD examination and 12 months for the MPhil. The examiners may at their discretion require a further oral examination to be held (see Regulation 14.5 below); or
  - (e) where the student's thesis meets the criteria but the student fails to satisfy the examiners in any other element, including the oral examination, the examiners may permit re-examination in that element without resubmission of the thesis. If the student fails to satisfy the examiners at re-examination the examiners will either:
    - (i) recommend to the Research Degrees Examination Board that the student be recorded as a fail; or
    - (ii) recommend the student for consideration for a related, lower degree (where available) under the procedure outlined in Regulation 14.7 below; or
  - (f) where the student's thesis does not meet the criteria for the specified award but is suitable for consideration for a related, lower degree (where available) the procedure in Regulation 14.7 below should be followed. Major or minor

<sup>8</sup> All the oral examination outcomes apply to all students regardless of when they first registered.

- amendments, or the re-presentation of the thesis within 18 months may be permitted by the examiners before the student is considered for the related, lower degree; or
- (g) where the student's thesis does not meet the criteria for the award of a research degree and the thesis is unsuitable for minor or major amendments or re-presentation within 18 months the examiners will recommend to the Research Degrees Examination Board that the student be failed. A student who fails to satisfy the examiners will not be permitted to re-enter for the examination.
- 14.2 When the two examiners appointed are unable to reach agreement, they shall report this to the Board, which shall appoint an additional examiner who is external to the College. The examiners may also recommend the appointment of a third examiner at any time, if they consider it desirable. Whenever possible the additional examiner shall be of Professorial status and shall have considerable experience of examining for a research degree of the University of London.
- Minor amendments*
- 14.3 Where the examiners have made a recommendation for award subject to minor amendments the student will be given up to three months from the date on which the student receives notification of the corrections required. One examiner will be required to confirm, using the appropriate pro forma, that the amendments are appropriate and have been made within the specified time-frame. Which examiner will do this will be agreed between the examiners themselves. If the student fails to make the amendments in the time-frame or the examiner is unable to confirm that the amendments are satisfactory the procedure outlined in Regulation 14.6 below should be followed.
- Major amendments*
- 14.4 Where the examiners have made a recommendation that the student be permitted to make major amendments to their thesis, the student will be given six months from the date of receiving the required amendments. The examiners will confirm, using the relevant pro forma, that the amendments are appropriate and have been made within the specified time-frame. If the student fails to make the amendments in the specified time-frame or the examiner is unable to confirm that the amendments are satisfactory, the procedure outlined in Regulation 14.6 below should be followed.
- Re-presentation of the thesis*
- 14.5 Where the examiners have determined under Regulation 14.1(d) above that the student's thesis, though inadequate, is thought to be able to meet the criteria for the specified award, the student will be given 18 months (12 months for the MPhil) from the date of receiving the amendments to re-present her/his thesis in a revised form and may be required to attend a further oral examination to be held. The examiners will confirm, using the relevant pro forma, that the amendments are appropriate and have been made within the specified time-frame. If the student fails to make the amendments in the specified time-frame or the examiner is unable to confirm that the amendments are satisfactory, the procedure outlined in Regulation 14.6 below should be followed.
- Failure to satisfy the examiners after minor or major amendments or after the re-presentation of the thesis*
- 14.6 Where a student fails to satisfy the examiners after minor or major amendments or after the re-presentation of the thesis under Regulations 14.3 or 14.4 or 14.5 above, the examiners will either:

- (a) recommend to the Research Degrees Examination Board that the student be recorded as a fail; or
- (b) recommend the student for consideration for a related, lower degree under the procedure outlined in Regulation 14.7 below. The examiners have the discretion to permit an additional calendar month for the student to make further minor amendments before making a final decision.

*Consideration for a related lower award*

14.7 Where additional time has already been granted for major or minor amendments or after the re-presentation of the thesis, no further additional time will normally be given to the student to prepare the thesis for examination under this regulation.

- (a) *for examination for the PhD degree only* - where the examiners have recommended that the student be considered for a related, lower degree, the examiners may consider whether the student has met the criteria for the award of an MPhil degree given in Regulation 11.6 above.<sup>9</sup> If the student's thesis does not meet the criteria, the examiners will recommend to the Research Degrees Examination Board that the student be failed;
- (b) *professional doctorates* – where the individual programme specification permits, the examiners will forward the thesis to the relevant Postgraduate School Board of Examiners for consideration under the relevant regulations.

## 15. Representation concerning a decision of the examiners

*Complaints/appeals not related to decisions of the examiners*

15.1 Complaints concerning supervision will be considered by the School of registration under the guidance issued in the *Core code of practice for postgraduate research degrees*. Appeals relating to the outcome of a formal upgrade review on whether to transfer a student from MPhil to PhD will be considered under the appeal procedures provided in the *Core code of practice for postgraduate research degrees*. All other appeals relating to progress prior to submission of the thesis will be considered under B4 *Academic progress regulations* where the decision is to remove the student under such regulations.

*Examiners' decisions: assessment other than the thesis*

15.2 Representations concerning a decision of the examiners by students for the MPhilStud and professional doctorates shall be considered under Regulation 38 of A3 *Regulations for taught programmes* for those elements of the examination other than the thesis and oral examination.

*Examiners' decisions: thesis and oral examination*

15.3. The following procedure applies to students for the following degrees for whom the result of the examination was that the degree was not awarded:

- (a) the degrees of PhD, MD(Res);
- (b) the degree of MPhil other than the MPhilStud;
- (c) the degree of MPhilStud in respect of the thesis/oral examination only;
- (d) a professional doctorate in respect of the thesis/oral examination only.

15.4 Following notification of the decision not to award the degree, an appeal submitted by the student against the decision may be allowed, subject to the discretion of the

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<sup>9</sup> This option will not be available to students who are registered for a joint or dual degree with an institution that does not offer the MPhil degree, although if appropriate, the student may be offered an MPhil from King's College London only.

Principal as specified in Regulation 15.6 below. The Principal may delegate his powers under these Regulations to a Vice-Principal, either generally or in respect of a particular case, providing always that any person to whom these powers may be delegated will be in a position to act and be seen to act impartially, either generally or in respect of a particular case.

- 15.5 An appeal must be requested in writing and lodged with the Director of Students and Education on behalf of the Principal within two months of the date of notification to the student of the result of the examination. The grounds for the appeal must be clearly stated as part of the request and appropriate documentation supplied.
- 15.6 The Principal will allow an appeal to be heard if s/he is satisfied that one or more of the following criteria apply:
  - (a) that there is evidence that the student's performance at the oral examination was affected by circumstances such as illness of which the examiners were not aware when their decision was taken and that this had produced an unfair result;
  - (b) that there is evidence of prejudice or of bias on the part of one or more of the examiners such that the result of the examination should not be allowed to stand;
  - (c) that there is evidence of procedural irregularities in the conduct of the examination (including any instance of administrative error) of such a nature as to cause reasonable doubt as to whether the result of the examination would have been the same if they had not occurred.
- 15.7 The Principal will have the discretion to take into account grounds (including grounds of compassion) other than those stated above in deciding whether to allow an appeal to be heard.
- 15.8 If the Principal decides to allow an appeal to be heard s/he will appoint an Appeal Committee, and will advise the student in writing of her/his decision on the appeal application. If an appeal is rejected reasons will be given.
- 15.9 The Appeal Committee shall be constituted as follows:
  - (a) a Vice-Principal, or other senior staff member nominated by the Principal to chair Appeal Committees under these Regulations who shall be Chair of the Appeal Committee. The Chair may not be the student's supervisor; and
  - (b) two senior members of the academic and research staff (Professor, Reader, Senior Lecturer, Professorial Research Fellow, Principal Research Fellow, Senior Research Fellow), appointed by the Principal, who may not be the student's supervisor.

No person shall be appointed as a member of an Appeal Committee who has been involved in the examination concerned.

- 15.10 The student has the right to appear before the Appeal Committee. The student may be represented by another member of the College or, where the student is registered on a programme associated with professional practice, a member of their professional organisation. The student may also be accompanied by a family member or a friend (either from inside or outside the College) but that person will not be allowed to speak at the hearing. However, the Chair of the Appeal Committee will have the discretion to consider representations from the student for the friend or family member to make a statement.



- 15.11 If the student is to be represented and/or accompanied then the name(s) of the person/persons who is/are to attend must be received in writing by the Director of Students and Education at least 48 hours in advance of the hearing. The Chair of the Appeal Committee has the discretion to refuse to permit a representative or friend or family member to attend where prior written notice has not been given.
- 15.12 The examiners shall be invited to attend the meeting of the Appeal Committee.
- 15.13 The Committee shall normally conduct the proceedings in the presence of both the student and the examiners. The student and/or her/his representative have the right to be present throughout the meeting of the Appeal Committee, as have the examiners, until such time as the Committee retires to consider its findings.
- 15.14 Written notice of the date of the hearing will be sent to the student as soon as possible following the Principal's decision to refer the matter to an Appeal Committee. The names of the Committee members together with all documentary evidence will normally be sent to the Committee and to the student at least five working days before the hearing date.
- 15.15 The documentation with which the Committee is provided shall include:
- (a) the written submissions of the student and of the examiners (should they wish to make a written submission);
  - (b) the final report(s) and the preliminary independent reports of the examiners;
  - (c) any documentation that either the student or the examiners wish to submit.
- In addition the Committee may request to see any other documentation it considers relevant to the appeal.
- 15.16 The procedure is for the student to address the Committee first and, during this part of the proceedings, s/he may call witnesses, if this has been agreed by the Chair of the Committee at least five working days in advance of the hearing. The examiners shall be invited to make any observations. Any questions by the student or the examiners shall be put through the Chair. The student may make any concluding remarks. The members of the Appeal Committee may put questions to any of those present at any time during the proceedings. The Chair has the discretion to vary the procedure in any case where s/he considers it just to do so.
- 15.17 The Appeal Committee shall take one of the following decisions:
- (a) to reject the appeal, in which case the result of the original examination stands;
  - (b) to request the examiners to reconsider their decision. The examiners shall normally be expected to hold another oral examination before reaching a decision as to whether the result should be changed;
  - (c) to determine that the original examination be cancelled and that a new examination be conducted. The new examination shall be conducted by examiners who did not take part in the original examination and were not involved in the appeal.
- 15.18 The decision of the Appeal Committee shall be final and shall be transmitted to the student in writing normally within seven days of the appeal hearing. The Committee shall provide reasons for its decision.

15.19 When a new examination is held in accordance with Regulation 15.17(c) above, new examiners shall be appointed in accordance with Regulation 12 above. However, all examiners should be external to the College. The examiners may make any of the decisions open to the original examiners. The examiners will not be given any detailed information about the previous examination except the single fact that they are conducting a new examination following an appeal.

15.20 The result of the original examination having been cancelled, the result of the new examination shall be considered by the Research Degrees Examination Board.

## **16. The Office of the Independent Adjudicator for Higher Education (OIA)**

16.1 Student members of the College are entitled to ask the OIA to consider any unresolved complaint against the College. For further information see Appendix 3.

## **17. Allegations of plagiarism or other research misconduct during the programme of study**

17.1 Suspected cases of plagiarism in any taught element of any programme covered by these regulations shall be considered under B3 *Misconduct regulations*. Other research misconduct will be subject to investigation under the *Procedure for investigating and resolving allegations of research misconduct*.

17.2 A thesis may not be submitted whilst an investigation involving the student is being conducted under Regulation 17.1 above. Where research misconduct is suspected during the assessment of the thesis or during the oral examination of the student the assessment process will be halted and held in abeyance until such time as an investigation has been completed.

## **18. Availability of thesis**

18.1 It is a requirement for the award of the degree that one copy of a successful thesis is placed in the library of the College.

18.2 A thesis will normally be placed in the public domain immediately after the award of the degree. Exceptions to this requirement will only be made in very exceptional circumstances such as grounds of commercial exploitation or patenting, or where the thesis includes material which is of significance to national security or personal safety, and will be granted for a maximum period of two years from the date of the award. A student may apply to the Academic Board for restriction of access to her/his thesis, subject to the conditions noted above<sup>10</sup>. The student's application must be supported by the Head of the School in which the student was registered and must be submitted prior to, or at the same time as, submission of the examination entry form.

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<sup>10</sup> Applications should be made via the Directorate of Students and Education.

## A5 Regulations for higher doctorates

### 1. Criteria

Higher doctorates are awarded for work of high distinction which constitutes a consistent, original, sustained and significant contribution to scholarship in the field. Applicants are expected to be a leading authority in the field of study concerned and are adjudged by the College to have distinguished themselves by their substantial and original contributions to the advancement of learning.

### 2. Eligibility

2.1 Graduates of King's College London (including its merged institutions) will be eligible to apply to be admitted to a higher doctorate after the expiration of a minimum of:<sup>1</sup>

- (a) seven years after the conferment of a Bachelors or integrated Master's degree; or
- (b) six years after the conferment of a Master's degree; or
- (c) four years after the conferment of a doctoral degree.

2.2 Graduates of other institutions will be eligible to apply to be admitted to a higher doctorate if they meet the criteria set out in Regulations 2.1(a) –(c) above providing that at the time of application they have held a contract of employment or an honorary contract at the College for a minimum period of three years.

### 3. Preliminary approval

3.1 Intending applicants should first obtain preliminary approval to apply for a higher doctorate. This ensures that intending applicants can make a *prima facie* case for the award and can present appropriate published material in a suitable manner before preparing the formal submission.

3.2 The submission should include:

- (a) a statement of around 1,000 words by the applicant of how they meet the criteria for the award of a higher doctorate;
- (b) a full list of publications indicating which will be submitted for consideration for the award;
- (c) a curriculum vitae.

The submission should be made using the relevant application form available on the College website and should be via the Head of the School in which the applicant's field of study lies who will act as a sponsor for the submission.

3.3 Normally only work published in scholarly books and journals will be eligible for consideration, although the panel may, at their discretion, take into consideration other scholarly work. All work must be traceable and must have been published in such a way as to be generally available for consultation. All work intended to be submitted shall be written in English unless permission to submit work in a foreign language has been given by the Head of School.

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<sup>1</sup> Meeting these criteria does not guarantee eligibility for the award; applicants must also satisfy the requirements as specified in the Regulations.

- 3.4 Each application will be reviewed by a Review Panel which will normally comprise the Vice-Principal (Education), the Vice-Principal (Research and Innovation), one of whom will chair the Panel, and the Head of School in which the applicant's field of study lies. The Panel will decide whether there is a *prima facie* case for the award, without prejudice to the ultimate decision. The Review Panel will provide an overview of application data to the Research Degrees Examination Board.
- 3.5 If the application is approved the applicant will be notified in writing that they will be offered registration to submit for a higher doctorate within one year of the date of notification. An advisor will be appointed by the Head of School on request from the applicant. Once registered, candidates will be subject to the relevant fee.
- 3.6 The Chair of the Review Panel will provide feedback to unsuccessful applicants.

#### **4. Notice of submission**

- 4.1 Candidates should give a least three months written notice of their intention to submit for the award of higher doctorate, using the relevant forms. Once a notice of submission has been received the Examination Panel will be established in accordance with Regulation 6 below.

#### **5. Submission**

- 5.1 The submission for a higher doctorate will consist of the following:
  - (a) a critical appraisal of no more than 10,000 words detailing the candidate's research record and achievements with specific reference to the selected publications and how they meet the criteria for the award. The critical appraisal should review the current state of knowledge and research in the candidate's field and indicate how their work has contributed to that field. The appraisal should also include where relevant the nature of the candidate's contribution to jointly authored publications;
  - (b) copies of all selected publications or other evidence of achievement and scholarship for example musical scores and recordings.
- 5.2 The candidate should submit three copies of the submission in accordance with the format prescribed by the College.

#### **6. Examination Panel**

- 6.1 Three members of the Panel shall be appointed. The Panel members will be nominated by the Head of School for approval by the Research Degrees Examination Board. Panel members will be established experts in the field. The Panel will have an independent Chair who will be a senior member of College academic staff.
- 6.2 Each member of the Panel shall consider the submission and submit individual preliminary reports to the Chair with a preliminary recommendation that:
  - (a) the relevant higher doctorate be awarded; or
  - (b) that the relevant higher doctorate should not be awarded.

Once available, the preliminary reports will be sent to the candidate.

- 6.3 The Examination Panel will then be required to provide a final joint report with an agreed decision. In the event that the Panel cannot form a consensus, the chair of the Panel will mediate and if necessary request that a fourth independent panel

member be appointed in accordance with Regulation 6.1 above. Once a final outcome is decided, the outcome will be reported to the Research Degrees Examination Board in the normal way. The Chair of the Panel will provide feedback to the applicant on request.

- 6.4 The process for appeal for unsuccessful applicants will be as for research degrees (see Regulation 15 of *A4 Regulations for research degrees*).



# Section B

## Regulations concerning students

(This section of the Regulations supersedes all previous versions and is applicable to all students regardless of the year in which they first commenced their programme of study)

# B1 General student regulations

## 1. Authority

- 1.1 College Regulations are not part of the law of the land, and therefore do not seek to reflect or incorporate the approach of the criminal law in defining offences with great precision. The purpose of the Regulations is to regulate students' behaviour as students of the College in order to secure the proper working of the College in the broadest sense.
- 1.2 Nevertheless, the College has a disciplinary authority deriving from its Charter and Statutes and from the student's membership of the College, which obliges the student to subscribe to the rules of the institution for the time being in force. Therefore, the College may exercise disciplinary jurisdiction over its student members, in accordance with three broad principles:
  - (a) the College is a community whose members work together and may live together in a College Residence. This requires certain standards of behaviour. It also places obligations on the College which owes a duty of care and responsibility to the members of that community;
  - (b) the College is an institution dedicated to the observance of standards, values and obligations (which are summarised in the College's Mission Statement);
  - (c) the College is entitled to defend the integrity of these standards, values and obligations and to protect its world-wide reputation.
- 1.3 Amendments to these Regulations which have been authorised by the Academic Board (see Regulations 1.5 and 1.6 of the *Introduction* to the Regulations) are published on the College website. The full text of the *Regulations concerning students* is available on the College website at all times.

## 2. Definitions

- 2.1 For the purposes of these Regulations, 'College premises' comprise all premises currently owned or administered by the College.
- 2.2 Bank Holidays and other periods when the College is closed (such as between Christmas and New Year) shall be excluded from the reckoning of time periods and deadlines specified in the College Regulations. 'Day' in the Regulations means a calendar day including working days and weekends, and 'working day' means a day which is not a Saturday or Sunday.

## 3 College regulations

- 3.1 In order to qualify for admission to College examinations and to receive payment of awards and grants, students must attend lectures, classes and tutorials, and departmental examinations to the satisfaction of the Head of School. If a student is absent from College through illness (for full-time students for a period of a week or more), or for any period involving absence from a College examination, a medical certificate should be sent to the appropriate Departmental/Divisional/School/campus Office. The absence through illness of students following a programme of study leading to a professional qualification must also be reported immediately to the appropriate supervisor. If the illness is prolonged or infectious, a certificate of fitness to return should be sent to the appropriate Departmental/Divisional/School/campus Office, before the student's return to College. Procedures for dealing with absence



from an examination or inability to meet an assessment deadline due to illness or other good cause are given in Regulations 18 and 19 of A3 *Regulations for taught programmes*).

- 3.2 Students are expected to maintain good conduct at all times whilst on College premises or engaged in any College activities. Misconduct under these Regulations is defined in B3 *Misconduct regulations*, and students who commit misconduct render themselves liable to the relevant College disciplinary procedure(s).
- 3.3 Any offence against the English Criminal Law committed by a member of the College on College premises or whilst engaged in College activities is an offence against these Regulations. The procedures that apply where the offence is also an offence under the criminal law are specified in Regulation 3.9 of B3 *Misconduct regulations*.
- 3.4 All students shall comply with instructions given by the Principal and other officers or staff of the College. In the event of proceedings being brought for non-compliance with any such instructions it shall be a defence that the instruction was unreasonable or unnecessary in the circumstances for the proper functioning and efficiency of the College.
- 3.5 It is the responsibility of students to keep the College informed of their current home and term-time addresses at all times while they remain members of the College. Students on placements or attachments, including MB BS graduates undertaking Foundation Year One training, are not exempt from this requirement.
- 3.6 The primary email address for all registered students shall be the King's College email address issued at enrolment. Where students have additionally informed the College of their personal email address it is the responsibility of such students to inform the College of any changes to that address.
- 3.7 All material sent by hand (including by courier) by post or by email to the last address notified by a student to the College shall be deemed to have been received by the student concerned, unless proof of non-delivery is subsequently provided.
- 3.8 All students shall comply with notices on administrative matters posted on the official Departmental and School board or boards at each campus.
- 3.9 Smoking is prohibited in all parts of College buildings.
- 3.10 Students may not enter or remain in the College buildings when the College is closed, except with the written permission of the relevant Head of School (or officer designated by the relevant Head of School) or to see a member of the academic staff by appointment. Postgraduate research students may apply to the relevant Head of School (or officer designated by the relevant Head of School) for permission to enter or remain in the College buildings at such times to continue their studies.
- 3.11 No papers or merchandise may be sold within the College precincts without the authority of the Principal.

#### 4. Compliance with College policy statements

4.1 Students are required to observe all appropriate provisions and obligations of College policy statements, including any related local regulations or codes of practice laid down by Schools. Copies of the complete texts of College policy statements and codes of practice are published on the website and include:

- *College policy and procedures in respect of permissible activities*
- *Equality and Diversity Statement*
- *Health, safety and environmental protection policies*
- *Policy statement on drugs*
- *Education Act 1994 Code of Practice*
- *Code of practice for intellectual property, commercial exploitation and financial benefit*

4.2 Failure to act in accordance with the policy statements for the time being in force as well as any locally published requirements or action constituting an immediate threat to the health and safety of any individual or to the safety of the College's buildings or property will be regarded as an offence against these Regulations.

4.3 Regulations 4.4 – 4.9 below draw attention to particular aspects of three important College policy statements.

*Guidance on harassment, bullying and discrimination for students*

4.4 The College's Equality and Diversity Statement commits the College to the principle of providing and promoting a positive working, learning, and social environment which is free from prejudice, discrimination and any forms of harassment, bullying or victimisation. Complaints by students of harassment, bullying and discrimination will be investigated under B6 *Student complaints procedure* except where the complaint concerns another student, in which case the complaint will be investigated as an allegation of misconduct under B3 *Misconduct regulations*.

*Equality and diversity*

4.5 The College's Equality and Diversity Statement and related statements and policies confirm the College's commitment to providing and promoting equality of opportunity in all areas of its work and activity. The College is committed to ensuring that all College members and prospective members are treated solely on the basis of their merits, abilities and potential without receiving any unjustified discrimination or unfavourable treatment on grounds such as age, disability, marital status, pregnancy or maternity, race, religion or belief, sex, sexual orientation, trans status, socio-economic status or any other irrelevant distinction.

4.6 Responsibility for implementation of the equality and diversity statements and policies rests finally with each individual within the organisation. That responsibility requires members of the College:

- (a) to know and understand the College's equality and diversity statements and policies;
- (b) to ensure that they do not discriminate against, victimise, harass or abuse colleagues or students;
- (c) to draw to the attention of senior staff instances of what may be discriminatory acts or practices;
- (d) to be tolerant of colleagues' and students' views on matters which may be controversial, eg religion, politics, sexuality, or socio-economic status.

*Health, safety and environmental protection*

- 4.7 The College's Health, safety and environmental protection policies applies to staff, students, visitors and members of the public using College premises or facilities. Students and others are required to take reasonable care for their own health and safety and that of others who may be affected by their activities.
- 4.8 In particular students are reminded that they should:
- (a) comply with all safety regulations and instructions relating to their work or study;
  - (b) report unsafe conditions or activities to their supervisor, local safety officer or College officer so that remedial action can be initiated;
  - (c) make use of any safety measures or devices provided for their work including personal protective clothing or equipment according to any instruction or training;
  - (d) not intentionally or recklessly interfere with or misuse anything which is provided in the interests of health and safety;
  - (e) co-operate with the officers and representatives of the College to ensure the implementation and maintenance of this policy and of any local policy and arrangements for health and safety.
- 4.9 Breaches of these responsibilities can have serious consequences; items 4.8(d) and (e) in particular are likely to affect others.

*Library Services and Information Technology Services regulations and Code of practice for intellectual property, commercial exploitation and financial benefits*

- 4.10 Any infringement of the above regulations or the *Code of practice* will constitute a breach of B3 *Misconduct regulations*. The *Library Services and Information Technology Services* regulations can be found in Section D, the *Code of practice* in Policy Zone on the College website.

## **5. Payment of fees and other charges**

- 5.1 Fees are set, reviewed and published by the College on an annual basis. Details of tuition charges may be obtained from the Office of the Director of Students and Education. The Schedule of Residence Fees is available from Accommodation Services.
- 5.2 Fees are payable under terms detailed below. The payment of the correct fees is the responsibility of the student. Any student who fails to settle the charges within the prescribed dates will be liable to suspension from the College, as defined in Regulations 5.3 below, and then have her/his College registration cancelled after 14 days written notice from the Director of Students and Education. S/he will have an opportunity to discuss any unpaid charges with a member of the Finance Department.
- 5.3 Suspension from the College means a total prohibition on attendance at or access to the College and on any participation in College activities including examinations.
- 5.4 Any other charges levied by the College will be specified before the facility is provided, such charges being payable upon written notification within the time specified.

- 5.5 A student who has not settled all outstanding debts or other financial obligations to the College will be liable to suspension and cancellation of registration, as specified in Regulation 5.3 above, and
- (a) will be required to sit examinations/submit coursework unless formally suspended but will not have indicative marks released nor have the marks for any examination or assessment taken ratified by the School Board of Examiners or the Research Degrees Examination Board.
  - (b) will not be permitted to re-enrol;

In addition, the College may take legal action, through the Courts, to recover any outstanding debts.

- 5.6 All cheques must be made payable to King's College London. A receipt must be obtained for any payments made in cash. The College reserves the right to charge an administration fee in respect of unpaid cheques.

*Home/EU undergraduate tuition fees*

- 5.7 Any private contribution determined by current UK legislation will be due for payment by 31 January.

*All other students responsible for the payment of their tuition fees*

- 5.8 Fees will be payable in two equal instalments. The first instalment is due for payment by 31 October or 14 days from date of invoice if later. The second instalment is due for payment by 31 January or 14 days from date of invoice if later. An Early Settlement refund of 2 per cent of total fees will be forwarded to students who make full payment of their tuition fees prior to 31 October.

*Sponsored students*

- 5.9 Where a student provides a valid sponsor letter from an external corporate body agreeing to pay tuition fees, the invoice will be sent direct to the sponsoring organisation and payment of the invoice is due immediately. A student who is sponsored by a friend or relative will be regarded as responsible for their own fees. In the event of non payment of part or all fees by the sponsoring organisation, the outstanding amount will be invoiced to the student and be payable within 14 days.
- 5.10 A student who withdraws from the programme during the academic year will be charged pro rata tuition fees to the date of withdrawal plus an administrative charge to cover the College's additional costs.
- 5.11 In the event of non payment of tuition fees in accordance with College payment terms, debt sanctions as detailed in Regulations 5.3 and 5.5 above will be applied without further notice.

## **6. Residential accommodation fees**

- 6.1 Residential accommodation fees due for the period of residence will normally be itemised on an invoice available on Student Records at the start of that session or at the start of the Residence Agreement, whichever is the later date. A premium of 25% above the daily accommodation charge may be applicable for any period of residence granted to a non-degree student which does not correspond with the standard academic semester dates as indicated on the Schedule of Fees. Accommodation fees in respect of a Residence Agreement for any period outside the standard 40 week period of residence will be itemised and invoiced separately.

- 6.2 Payment of each instalment of the residential accommodation fee is due at the start of the relevant College semester or at the start of the Residence Agreement, whichever is the later date.
- 6.3 Payment must be made on or before the due dates which are:
- First Semester: 25 October 2013
  - Second Semester: 25 January 2014
  - Third Semester: 25 April 2014
- 6.4 Residential accommodation fees in respect of a student whose Residence Agreement commences after the relevant due date are payable within 14 days of commencement of the Agreement; subsequent instalments are payable in accordance with the due dates as specified above.
- 6.5 If the fees are not paid by the due dates the College reserves the right to require the student to leave the Residence and may suspend the student from attendance at the College. The College hereby notifies the Resident that if the Residence Agreement ceases in accordance with any of the provisions of Regulation 7 of B2 *Residence regulations* and the Resident has not vacated the accommodation by the 'agreed departure date', possession of the accommodation will be sought by the College and a 28 day notice will be served under the Protection from Eviction Act 1977.
- 6.6 During the period of residence additional charges may be incurred (including for hire of equipment, disciplinary fine, individual damage charges) and will be raised on the Resident's student account; payment of these charges is due immediately and must be made within 14 days otherwise the procedure in Regulation 5.5 above will apply. Payments made at the Residence Office will take several days to clear and be shown on the Resident's account via Student Records.
- 6.7 A student leaving the Residence during the session is liable for the full fees for the full period of residence until otherwise notified in writing, unless the residential place is licensed to another student and/or release is agreed in accordance with Regulation 7 of B2 *Residence regulations* in which case fees are payable to the agreed date of release or of her/his departure from the Residence whichever is the later date.
- 6.8 If the student has not vacated the premises by the date of release s/he will remain liable for the full residence fee until such time as the place is available to re-license. The agreed date of release will be amended as necessary and details amended on the accommodation record and confirmed to the student in writing. Any balance which is agreed by the College to be due to the student in respect of accommodation fees paid for a period after the agreed release date will be repaid by BACS transfer after the end of the period of residence to the bank account indicated by the student and for which s/he has provided details to the College's Credit Control Department and are stored on the student information system; verification will be requested by email to the student's King's email account prior to transfer of the funds. The Resident is responsible for ensuring that the information on her/his student record is up-to-date and this can be done via the relevant School/campus Office or Student Records.
- 6.9 To secure a residential place, a booking fee/damage deposit, which is in addition to the residential accommodation fee, must be returned with the signed Residence Agreement. This sum will be refunded after the end of the Residence Agreement, but may be withheld, in part or in full, in compensation for loss or damage (including

the cost of any extra cleaning) occasioned by the student. All or part of the booking fee/damage deposit may also be withheld from all residents of the Residence or Apartment in case of loss or damage (including the cost of any extra cleaning) occasioned by any unidentified resident to any communal facilities in the Residence or Apartment. The cost will be charged to the individual(s) concerned where possible or levied as a pro rata charge to all residents. An itemised list of costs which have been reasonably incurred by the College during the period of residence (calculated per semester) is retained at the Residence Office for reference and notified to the Resident at the end of her/his period of residence. In all cases, the Resident will be charged only for damage which occurs during a semester within her/his Residence Agreement and excepting fair wear and tear and/or any damage caused by negligence on the part of the College, its staff, agents or representatives. Residents subject to communal damage charges may appeal against the charge in accordance with the procedure detailed in Appendix 1 of B2 *Residence regulations*.

- 6.10 The booking fee/damage deposit is not normally refundable in the event that the accommodation fee for the full period of residence has not been met. At the end of the period of residence the College reserves the right to credit the balance of the booking fee/damage deposit (less any deductions) against any outstanding residential accommodation fees/administrative charges/fine or compensation for damage levied in respect of a disciplinary penalty. The procedure for appeal against disciplinary fines or compensation orders is detailed in Appendix 5 of the B2 *Residence regulations*.
- 6.11 The balance of the student's booking fee/damage deposit is usually refunded by BACS transfer within six weeks of the end of the period of residence to the bank account indicated by the student in accordance with the procedure indicated in Regulation 6.8 above. The Resident is responsible for ensuring that the information on her/his student record is up-to-date and this can be done via the relevant School/campus Office or Student Records.
- 6.12 An administrative charge of £30 is made to cover the College's reasonable expenses in respect of re-licensing the accommodation in the event of a student leaving the Residence following termination of agreement for any reason including:
- (a) transfer to another residence;
  - (b) withdrawal from the College;
  - (c) release following replacement;
  - (d) concessionary release following self assessment procedures in accordance with Appendix 3 of the B2 *Residence regulations* (see 'Exceptional Circumstances');
  - (e) following expiry of written notice in accordance with procedures for Early Termination;
  - (f) cancellation/termination of place in accordance with any of the provisions regarding Early Termination.

In the case of release following a serious breach by the College of the Residence Regulations, an administration charge is not payable.

- 6.13 (a) In the event of a student failing to cancel the Agreement in line with the Consumer Protection (Distance Selling) Regulations 2000 or failing to take up his/her place in residence in accordance with Regulation 7.1 of the B2 *Residence regulations*, the booking fee/damage deposit will usually be forfeit to cover the College's reasonable administrative expenses and loss of income until the place is re-licensed (since despite reasonable efforts to re-license the

room, it is not usually possible to do so within the first 10 days of the residence period). If the College is able to re-license the room the student may be entitled to a partial refund of the booking fee/damage deposit which will be calculated after the start of the residence period based on occupancy levels.

- (b) A student refused a place at the College or a place in residence for any reason shall be entitled to a full refund of the booking fee/damage deposit.
- (c) In accordance with Regulation 7 of the B2 *Residence regulations*, this procedure detailed in Regulation 6.13 only applies to students who are new to the College; during mid-session allocations a registered student who has signed the Residence Agreement and paid the booking fee/damage deposit is subject to the regulations for termination of agreement noted in Regulation 7 of the B2 *Residence regulations* regardless of whether s/he moves into the accommodation provided.

# B2 Residence Regulations

## 1. Introduction

These Regulations set out the Terms and Conditions ("Ts and Cs") of the Licence to occupy a College residence, together with related Appendices that also form part of the Residence Regulations.

### 1.1 Nature of Agreement

The Agreement is a licence and not a tenancy. This means that you have a personal right to occupy the Room during the Period of Residence but do not have exclusive possession of the Room. This means that we have the right to:

- (a) enter your Room at any time and for any reason (which is similar to staying in a hotel);
- (b) require you to move to an alternative room (again this is similar to staying in a hotel); and
- (c) where the Agreement Summary states that the room type is "shared", require you to share the Room with another person.

Where we exercise these rights we will do so in accordance with these Terms and Conditions.

### 1.2 Terms of the Agreement

The terms are contained within:

- (a) the Ts & Cs;
- (b) the Agreement Summary which you will sign:  
Together, these documents set out our respective rights and responsibilities  
Further information about the procedures may be found in:
- (c) the Residence Handbook, *My Residence*; and
- (d) the main College Academic Regulations concerning Students.

### 1.3 Accepting the Agreement

- (a) By Accepting the agreement you enter into a legally binding contract with us which, for the Period of Residence and subject to the terms of the agreement, gives you the right to live in the Accommodation and to use the Communal Areas.
- (b) If you move into the Accommodation without first Accepting the agreement you will be deemed as having Accepted by your action of moving into the Accommodation.
- (c) If you are under 18 when you Accept the Agreement, we will hold the licence on trust for you until you reach 18. During that time, you will enjoy all the rights set out in the agreement and be subject to all the obligations contained in it. When you reach 18, you will be entitled to terminate the Agreement in accordance with clause 7.3.c below. If you choose not to do so, the Agreement will be legally binding on you.



#### **1.4 Period of Residence**

You must vacate the Accommodation and remove all of your personal possessions from it by 10am on the last day of the Period of Residence.

#### **1.5 Our responsibilities**

Our responsibilities are set out in clause 2 (below). We are fully committed to fulfilling our responsibilities under the agreement. If we fail to meet these, we expect you to tell us and give us the opportunity to put things right.

#### **1.6 Your responsibilities**

By entering the agreement, you commit to comply with your responsibilities. These are set out in clause 3 (below). If you fail to meet these, we will tell you and (unless the failure is serious or persistent) we will give you a chance to put things right. If you fail to take this opportunity, or if the failure is serious or persistent, we will be entitled to take legal action against you which may result in you having to leave your Accommodation.

#### **1.7 Variations to the agreement**

With the exception of any changes as a result of government legislation, the agreement cannot be changed without prior written agreement between you and us.

#### **1.8 Enquiries**

If there is anything you do not understand or if you have any other queries relating to the agreement please contact the Residence Office or Accommodation Services. If you require advice on your rights or responsibilities under the agreement, please seek advice from a Citizens' Advice Bureau, Law Centre or solicitor.

#### **1.9 Glossary**

These Ts & Cs and the Agreement Summary contain certain words which begin with capital letters. These have particular legal meanings which are explained in the glossary at the end of these Ts & Cs.

### **2. Our Responsibilities**

#### **2.1 Services & facilities**

During the Period of Residence we will use reasonable endeavours to:-

- (a) maintain the structure of the Residence and keep the Residence and Communal Areas (including the lighting, heating and fire fighting equipment within them) clean, tidy, in reasonable repair and fit for use by you and other occupiers;
- (b) ensure that all fixtures and fittings for water, gas (if applicable), electricity and water heating in the Accommodation and Residence are kept in working order and to provide such heating as we consider adequate (acting reasonably). This may mean that, during warmer weather, the heating may be turned off;
- (c) provide an adequate supply of hot water for normal domestic use;
- (d) provide facilities for the washing and drying of clothes in the Residence for which there will be a separate charge at the point of use;

- (e) provide and maintain an internal telephone and an internal wireless internet service within the Accommodation; and
- (f) if applicable in relation to the Accommodation, to provide the cleaning, bed linen, duvets and pillows in accordance with the Residence Handbook, *My Residence*.

We will not be liable for any failure or interruption to any of the services or facilities (or any loss arising from any failure or interruption), if the failure or interruption is due to reasons outside our control (eg mechanical breakdown, shortages of fuel/materials, labour disputes, student action or necessary maintenance, repair, or replacement).

## 2.2 Insurance

- (a) During the Period of Residence we will insure the Residence against fire and other risks which we reasonably consider necessary.
- (b) During the Period of Residence we will insure your personal belongings up to a specified limit but you will be responsible for administering any claims which arise. Full details of the insurance policy are available at <http://www.kcl.ac.uk/campuslife/accom/accepting/index.aspx>. If you are unable to access this web link please contact Accommodation Services using the online Enquiry Form at [www.kcl.ac.uk/accomm](http://www.kcl.ac.uk/accomm) or by post at Accommodation Services, King's College London, B1 Macadam Building, Surrey Street, London WC2R 2NS before Accepting the agreement and we will send to you a copy of the policy so that you can read it before Accepting the agreement.

Please note that any claim you make will be subject to the normal excesses, limitations and exclusions from cover which our insurer may impose from time to time. If you require insurance for any personal belongings over and above the normal excesses, limitations and exclusions you are responsible for taking out such insurance cover yourself at your own cost

## 3. Your Responsibilities

### 3.1 Residence Fee

- (a) You must pay the Residence Fee during the Period of Residence on the dates and in accordance with the payment terms set out in clause 11.
- (b) The obligation to pay the Residence Fee applies irrespective of your individual course dates (which may start later or finish earlier than the Period of Residence) and irrespective of when or if you actually move into the Accommodation.
- (c) If the whole or any part of the Residence Fee remains unpaid in breach of the payment terms set out in clause 11 the College may take legal action, through the Courts, to recover any outstanding debts including associated interest and charges; and
- (d) If someone other than you pays all or part of the Residence Fee to us directly (eg a Sponsor or parent), this will not reduce or affect your responsibilities under the Agreement or result in any kind of rights or benefit to that other party.
- (e) We will charge you additional fees for hiring equipment such as fridges or camp beds or mattresses. Details of the booking procedure and fees are available from the Residence Office

### 3.2 Deposit

- (a) Your deposit must be paid online at the time of Accepting the Agreement at <http://www.kcl.ac.uk/feepay/index.aspx> or by contacting the appropriate Residence Office.
- (b) We will notify you by e-mail within a reasonable period (which may be up to six weeks) after the end of the agreement that the Deposit (less any reasonable deductions for any monies you owe to us under the agreement (eg unpaid Residence Fee, any administration and other costs that we incur if you breach your responsibilities under the agreement including (but not limited to) payments for loss and damage under clause 6.1) is available to be returned to you and you will need to log into your student account and input your bank details to enable us to return the Deposit to you. Further details on the process can be found in the Residence Handbook, *My Residence*.
- (c) We will return the Deposit (less any deductions referred to in Clause 3.2.b above) within a reasonable period following the date on which you input your bank details.
- (d) If we make any deductions under clause 3.2.b, we will notify you of this in writing as soon as reasonably practicable specify the amount of the deduction and explain the reasons for the deduction.

### 3.3 Inventory

You agree to check, sign and return the Inventory to the Residence Office and notify the Residence Office of any discrepancies as soon as possible and in any event within 14 days of taking occupation of the Accommodation. If you do not do so, we shall assume that the Inventory is correct.

### 3.4 Using the Accommodation

- (a) Unless a Nominated Sharer is specified on the Agreement Summary you will be the only person authorised to occupy the Accommodation (if a Nominated Sharer is specified only you and the Nominated Sharer will be authorised to occupy the Accommodation).
- (b) You and your Nominated Sharer (if any) must not use the Accommodation for any other purpose than as living accommodation (eg you must not run a business from the Accommodation).
- (c) You agree not to transfer the agreement (or your rights under the agreement) to anyone else or (except where permitted by clauses 3.5.c (visitors) or 3.6 moving rooms) allow anyone else (other than your Nominated Sharer (if any)) to live in or use the Accommodation.
- (d) You must allow our staff and/or contractors to enter the Accommodation in accordance with clause 4.2 below.

### 3.5 Visitors

- (a) You are responsible for the behaviour of any Nominated Sharer and any Visitor and you must ensure that they do not break the terms of the agreement. If they do, you will be in breach of the agreement.
- (b) You agree that we may remove or exclude your Visitors from the Accommodation or the Residence where we have reasonable grounds to believe that this is necessary for the safety and/or well-being of other persons.
- (c) You agree not to allow anyone other than the occasional adult Visitor (18 years and older) to stay overnight provided that this does not annoy other occupants of the Residence or disrupt study and provided that such Visitors do not stay

overnight in the Accommodation any more than three nights in any one week or any more than 20 nights in total in each semester without the prior written permission of the Residence Manager.

### 3.6 Moving rooms

- (a) You agree not to move to another room within the Residence, or to any other accommodation provided by us, without first obtaining the prior written approval of either the Residence Office or Accommodation Services. If consent is given, you will be charged an administration fee of £30 which covers our administration expenses in arranging the move and amending our records accordingly.
- (b) If you are permitted to move, all the terms and conditions of the agreement are transferable to the new Accommodation.
- (c) You will only be permitted to move in exceptional circumstances or if there are vacant rooms available within the Residence that we (acting reasonably) consider appropriate. Each application for a change of room will be considered by the Residence Office on a case by case basis.

### 3.7 Risk assessment

You agree to comply and/or co-operate with a reasonable request by us to provide information or to assist in connection with a risk assessment undertaken by us in relation to your occupation of the Accommodation and/or the Residence.

### 3.8 Respect for others

You agree:-

- (a) To show respect, at all times, for all persons living and/or working in the Residence or in the locality of the Residence and not to cause or do anything that is likely to cause a nuisance or annoyance to them;
- (b) To keep noise at a level that does not interfere with the study, sleep or comfort of persons living and/or working in the Residence and, in particular, not to make or allow any loud noise (including televisions, playing music or musical instruments) between **23.00** hours and **08.00** hours;
- (c) Not to use violence or threaten to use violence, verbally assault or harass or threaten to harass (including harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle) any person;
- (d) Not to bring into either the Accommodation or the Residence any weapons, illegal items or items which we consider to be offensive or dangerous (eg replica, ceremonial or toy weapons, knives, martial arts weapons or air-weapons) or allow the Accommodation to be used for any criminal, immoral or illegal purpose including (but not limited to) selling, supplying or using illegal substances, storing or handling stolen goods or prostitution;
- (e) Not to commit any arrestable offence or criminal act which we consider (acting reasonably) makes you unsuitable to continue to live in the Accommodation;
- (f) Not to allow persistent use of Residence facilities by non-residents;
- (g) Not to smoke in the Accommodation or the Residence;
- (h) Not to place any items on or throw anything from the balconies or windows of either the Accommodation or the Residence;
- (i) To comply with our policies regarding bullying, discrimination, health and safety, drugs and smoking (which are set out at <http://www.kcl.ac.uk/college/policyzone/>);

- (j) Not to play games with balls or other projectiles in the Residence or grounds except in designated areas (where available);
- (k) Not to bring bikes into the Accommodation or Residence except for any designated areas.

### 3.9 Repairs, maintenance and alterations

You agree:-

- (a) To keep the Accommodation in a clean and tidy condition at all times and to place any rubbish and recyclable materials in designated areas in the Residence;
- (b) Not to make any alterations to or damage the Accommodation or Residence (including, but not limited to fitting or installing any satellite dish, television or radio aerial, decorating or damage caused by neglect or misuse) or remove, alter or damage any furniture, equipment or curtains provided by us (including, but not limited to, making holes in the furniture to accommodate the wiring of your electrical appliances);
- (c) Save for bedding, not to bring any soft furnishings or other furniture (including, but not limited to, inflatable furniture) into the Accommodation and/or the Residence except where the Residence Office has given prior written consent (acting reasonably). All such furniture must comply with any relevant fire safety legislation and you will be required to remove (at your own expense) any furniture that you have brought on to the Accommodation without our permission and/or which does not comply with legislation; and
- (d) Not to leave any personal belongings or other obstacles in the Communal Areas or make these areas dirty or untidy. If you do and we have to remove anything or arrange for additional cleaning, we may charge you for the reasonable cost of doing so.

### 3.10 Safety and security

It is your responsibility to help ensure that the Accommodation and the Residence are safe and secure to live in. This includes (but is not limited to) complying with the following:

#### (a) **Electrical appliances**

You agree:

- i. only to use the cooking and/or other electrical kitchen equipment supplied by us in any shared kitchen and not to use any other cooking or heating appliances in the Accommodation or Residence;
- ii. on or before the beginning of the Start Date you must complete an Electrical Appliances form (ElectApp/13) (which can be obtained from <http://www.kcl.ac.uk/campuslife/accom/accepting/index.aspx> in relation to every item of electrical equipment that you intend to bring into the Accommodation and return the completed form to the Residence Office for approval and you must not bring this or any other electrical equipment to the Accommodation or the Residence without obtaining the prior approval of the Residence Office.
- iii. to be responsible for ensuring that your own electrical equipment meets current Health and Safety standards before bringing the item into the Accommodation or the Residence and to ensure that each of your own electrical appliances is fitted with the correct fuse, only one appliance is wired to one plug and that you do not overload the electric power points.

**(b) Fire Safety**

You agree to respond to fire alarms, adhere to all fire regulations and evacuation procedures (which are displayed in the Accommodation and on notice boards in the Residence) and:

- i. where we give you prior reasonable written notice that a fire safety meeting (which may be attended by a representative from the emergency services) has been arranged by the Residence Office and your attendance at that meeting is compulsory, attend that meeting;
- ii. not to obstruct Communal Areas or fire escape routes nor prop open, or otherwise tamper with, the fire doors (as they are designed to reduce the spread of fire) and not to abuse, interfere or otherwise tamper with any of our fire prevention and detection equipment;
- iii. not to do anything which may cause a fire hazard, including (but not limited to) using or storing in the Accommodation or Residence any flammable or dangerous materials (eg inflatable items or furniture, candles, incense sticks/burners or other naked flame, fireworks, petrol, paraffin, bottled gas, oil, oil-filled radiators, deep fat fryers, sun-beds and hookah or shisha pipes).

**(c) Security**

You must ensure that your Accommodation and the Residence are left secure at all times. This includes (but is not limited to):

- i. keeping your key, key fob or key card with you at all times. Persistent failure to carry your keys requiring you to be let in by our staff and/or our contractors may result in a charge being made to you;
- ii. never marking your key, key fob or key card with your address, or copying them or giving them to anyone else;
- iii. locking the door to your Accommodation together with any corridor/main entrance doors in the Residence when entering or leaving and ensuring that all windows in the Accommodation are closed before you go out; and
- iv. not letting anyone you do not know into the Residence and accompanying your Visitors at all times.

**3.11 Pets**

You must not keep any animal, bird, reptile, insect or fish at the Accommodation or in the Residence. Assistance dogs are permitted by prior arrangement with the Residence Office.

**3.12 At the end of the Agreement**

At the end of the Period of Residence (or earlier termination of the agreement) you agree:

- (a) To vacate the Accommodation by 10am on either the last day of the Period of Residence or (if earlier) the last day of the agreement;
- (b) To return all keys, key fobs or key cards to the Residence Office. If keys, key fobs or key cards are not returned we will have to either fit new locks or replace the key fob or key card and we will charge you for the reasonable cost of this;

- (c) To leave the Accommodation in a clean and tidy condition and to leave it and all items listed in the Inventory in the same condition as at the start of the Period of Residence, fair wear and tear excepted. If you leave any rubbish in the Accommodation, you agree that we can dispose of this. If you leave any personal belongings in the Accommodation, we will notify you of this and give you a reasonable period of time to collect them. If you do not collect your belongings within that reasonable period, you agree that we can dispose of those belongings.

## **4. Our Rights**

### **4.1 Alterations and building works**

We have the right to carry out any alterations or building works at the Accommodation, the Residence and/or on our adjoining or neighbouring property without liability for disturbance provided that, as far as practicable, we have used reasonable endeavours to minimise any disturbance.

### **4.2 Access & inspection**

- (a) We have the right to enter the Accommodation at all times, for any reason and without having to give you any prior notice. We would normally, however, only enter the Accommodation for one or more of the following reasons:
  - i. in an emergency; and/or
  - ii. To clean, inspect or repair the Accommodation or any other part of the Residence to comply with our responsibilities under the agreement; and/or
  - iii. for any other reasonable purpose.
- (b) Where we do wish to enter the Accommodation, we will usually give you prior notice of this unless it is an emergency or relates to the regular cleaning or maintenance of the Accommodation. If we do not give you prior notice, we will knock on the door first in order to see if you are present. If you are not present then, irrespective of whether or not this relates to a pre-arranged visit, we will let ourselves into the Accommodation using our duplicate key.

### **4.3 Removal of items from the Accommodation**

We may remove from the Accommodation or Residence any items (either used or unused) that belong to you or your Visitors and which we consider (acting reasonably) are dangerous and/or may cause a fire hazard or items causing a nuisance (in the case of nuisance, we will give you a prior warning before we remove the items). If we remove an item, we will notify you of this and confirm who you need to contact in order to recover the item. You will not be able, however, to take the item back into the Accommodation or Residence.

### **4.4 Our right to require you to relocate**

- (a) We reserve the right to move you to similar alternative accommodation:-
  - i. for reasonable management reasons (eg where we consider, acting reasonably, that we need to carry out works to the Accommodation or Residence, that the Accommodation or Residence is unfit for occupation, or where the Period of Residence includes the Christmas, Easter and

- Summer vacations and the Residence is not fully occupied during the vacation);
  - ii. where we reasonably consider that, because of your behaviour, it is necessary to move you from the Accommodation to protect your well-being or the well-being of others or to prevent damage to the Accommodation;
- (b) If we request you to relocate:
  - i. we will give you written notice of this, provide details of the alternative accommodation and notify you of the date on which you are to relocate. We will give you reasonable notice of this date, taking into account the circumstances. This may mean that, in certain circumstances, the notice period may be as little as 24 hours;
  - ii. if the similar alternative accommodation is not satisfactory to you (acting reasonably), you may terminate the agreement. If you wish to do so, you must give the Residence Office written notice of this no later than 7 days after the date of the written notice that we have given to you under clause 4.4(b)(i). The Agreement will then end on a date 7 days after your notice to terminate was given to the Residence Office, or such other date as you may agree with the Residence Office (acting reasonably). We will refund any Residence Fee you have paid in respect of the period after the termination date;
  - iii. where you can produce a valid receipt, we will pay to you any reasonable out-of-pocket expenses directly incurred by you when moving your belongings to the alternative accommodation.

If you do not move out of the original Accommodation following a request by us to do so, we can take legal action to force you to move out.

## **5. Your Rights**

### **5.1 Occupation**

We grant you the following rights which you must exercise in accordance with your responsibilities under the agreement:-

- (a) A licence to occupy the Room (and where the Agreement Summary states that the room type is "shared" the licence to occupy and use the Room in common with the person we allocate to share the Room);
- (b) The non-exclusive right (in common with us and all others that we authorise to do so) to use any parts of the Accommodation which do not form part of the Room; and
- (c) The non-exclusive right (in common with us and all others that we authorise to do so) to use the Communal Areas.

### **5.2 Distance Selling Regulations**

- (a) If you accept the agreement by post then, under the Distance Selling Regulations, you may cancel the Agreement within 14 days of Accepting it provided that you give us written notice of your intention to do so within those 14 days. After that period, subject to clause 7.1 below, you do not have the right to change your mind and the Agreement is valid and you must comply with it.



- (b) If you cancel the agreement under this clause we will refund your Deposit and any Residence Fee that you have already paid less a reasonable fee of £30 to cover our administration costs.
- (c) The Distance Selling Regulations do not apply if you Accept the agreement by signing the Agreement Summary in person at the Residence Office. In those circumstances you will not have a right to cancel the Agreement under the Distance Selling Regulations.
- (d) For full details of our Distance Selling Regulations procedure, please refer to the Residence Handbook, *My Residence*

## **6. If you breach the agreement**

### **6.1 Payment for loss or damage**

- (a) You must pay for all reasonable loss and damage we suffer as a result of any breach of the agreement by you, your Nominated Sharer or your Visitors. This includes (but is not limited to), any costs properly and reasonably incurred by us in arranging any additional cleaning required, issuing replacement lost or stolen keys/cards, repairing or replacing our fixtures, fittings, furniture or equipment, collecting arrears, paying professional advisors, pursuing court proceedings, administration expenses and any income we lose arising from your failure to move out of the Accommodation in accordance with the terms of the agreement.
- (b) Where any damage is caused to the Accommodation or the Communal Areas and we are unable to identify the perpetrators (and we will use reasonable endeavours to identify them), we may (acting reasonably) charge you a fair proportion of the reasonable cost of making good any loss or damage caused unless you can demonstrate that you were not at the Accommodation or in the Residence when the damage occurred.

### **6.2 The procedure we will follow if you have breached the agreement**

If you, your Nominated Sharer or your Visitors breach any of the terms of the agreement then action may be taken against you under the procedure set out below:

- (a) On us identifying or becoming aware of any breach by you of the terms of the agreement, the Residence Manager will decide whether to:
  - i. take no action;
  - ii. discuss this with you informally (and this may be noted in writing on your residence records);
  - iii. write to you to draw your attention to the alleged breach and/or take further action in accordance with clauses 6.2.b.
- (b) Except in the circumstances set out in clause 6.2.e. (d), where we decide to take further action in relation to any breach the Residence Manager will investigate the alleged breach and will either:-
  - i. write to you drawing the alleged breach to your attention and invite you to meet with the Residence Manager and a member of our residence management team in order to discuss with you the circumstances of the alleged breach; or
  - ii. in relation to persistent or serious offences, may refer the matter to the Panel Secretary; or

- iii. if the conduct may constitute a criminal offence, the matter may be referred to the Director of Students & Education /Student Conduct & Appeals Manager or his/her representative as a matter of routine for consideration under the Misconduct Regulations (in accordance with Section B3 of the College Regulations Concerning Students) which may be viewed at <http://www.kcl.ac.uk/college/policyzone/>.

(c) ***Meeting with the Residence Manager***

If the Residence Manager invites you to attend a meeting in accordance with Clause 6.2.b.i):-

at the conclusion of the meeting (or within a reasonable period of time following the meeting), or if without good reason you fail to attend the meeting, the Residence Manager will decide (acting reasonably) whether you have committed the alleged breach and, if so, whether to:

- i. take no further action; or
- ii. give you a written warning; or
- iii. a final written warning (which may be issued if the breach is serious or you have already received a written warning); or
- iv. terminate the Agreement (this decision will only be taken if, in the opinion of the relevant authority (acting reasonably), the breach is sufficiently serious or you have persistently breached the Agreement); or
- v. refer the matter to the Panel Secretary to be dealt with in accordance with Clause 6.2.d. This may result in a decision being made that we will terminate the agreement; and/or
- vi. require you to pay for any loss or damage and/or our reasonable costs arising from the breach.

(d) ***Referral to the Panel Secretary***

If the matter is referred to the Panel Secretary they will review the alleged offence and may request additional information/clarification from the Residence Manager and may:-

- i. take no further action;
- ii. refer the matter back to the Residence Manager for further action at a local level;
- iii. issue a recommendation that you attend appropriate training/guidance;
- iv. write to you drawing the alleged breach to your attention and invite you to meet with the Residences Disciplinary Panel (in which case a hearing will be carried out in accordance with the procedures set out in the Residence Handbook, *My Residence*);
- v. refer the alleged offence to the Director of Students & Education /Student Conduct & Appeals Manager for consideration under the Misconduct Regulations (in accordance with Section B3 of the College Regulations Concerning Students) which may be viewed at <http://www.kcl.ac.uk/college/policyzone/>; and/or
- vi. for persistent or serious offences your head of department may be informed.

**(e) Meeting with the Residences Disciplinary Panel**

(a) If the Panel Secretary invites you to attend a hearing at the conclusion of the meeting (or within a reasonable period of time following the meeting), or if without good reason you fail to attend the meeting, the Residences Disciplinary Panel will decide (acting reasonably) whether you have committed the alleged breach and, if so, whether to:

- i. take no further action;
  - ii. give you a written warning;
  - iii. a final written warning (which may be issued if the breach is serious or you have already received a written warning);
  - iv. issue a recommendation that you attend appropriate training/guidance;
  - v. require you to pay for any loss or damage and/or our reasonable costs arising from the breach; or
  - vi. issue you with a fine of up to £300.00 (payable to a charity not being King's College London);
  - vii. refer the alleged offence to the Director of Students & Education /Student Conduct & Appeals Manager for consideration under the Misconduct Regulations (in accordance with Section B3 of the College Regulations Concerning Students) which may be viewed at <http://www.kcl.ac.uk/college/policyzone/>;
  - viii. notify your Head of Department of the breach; or
  - ix. terminate the Agreement (this decision will only be taken if, in the opinion of the relevant authority (acting reasonably), the breach is sufficiently serious or you have persistently breached the Agreement) and we may exclude you from residing at the Residences for the current or subsequent years of study with us; or
  - x. exclude you from the Residence for a stated period during the current session.
- (b) The Residence Manager/Residences Disciplinary Panel will write to you, normally within 3 days of the meeting referred to at Clauses 6.2.c or 6.2.e, notifying you of the decision made.
- (c) If you are unhappy with the decision made by the Residence Manager under clause 6.2(c) or the Residences Disciplinary Panel under clause 6.2(e), you can appeal the decision in accordance with the procedure set out in clause 9.1.
- (d) The above procedure will not apply if you have failed to pay the Residence Fee in accordance with the terms of the agreement. In such circumstances, we may terminate the agreement without giving you any notice of our intention to do so. As such, if you are experiencing any financial difficulties which may mean that you are unable to pay the Residence Fee when it is due you should immediately contact the Credit Control Office.

**7. Termination of the agreement****7.1 Your right to terminate before you take occupation**

- (a) You may terminate the agreement in line with clause 5.2 Distance Selling above and,

- (b) You may also terminate the agreement if you have already moved into the Accommodation but:-
  - i. vacate the Accommodation before 10am on 20 September 2013 as long as you have not spent more than two consecutive nights in occupation of the Accommodation; and
  - ii. provide the Residence Office with a form Depart/13 form (which can be obtained from <http://www.kcl.ac.uk/campuslife/accom/fees/index.aspx>)
- (c) If you terminate the agreement under this clause we will retain your Deposit (or a reasonable proportion of it) to cover our administration fees and our loss of income until the Accommodation is re-licensed and refund the balance of the Deposit and any Residence Fee that you have paid.

## **7.2 Our right to terminate before you take occupation/your obligations to notify us of your late arrival**

If you:-

- (a) owe us any money in connection with any previous accommodation that you occupied, we may terminate the agreement up to 4 weeks before the start of the Period of Residence by giving you not less than 4 weeks written notice and if we do terminate the agreement under this clause we will refund any Deposit and/or Residence Fee that you have paid under the agreement
- (b) have not taken up occupation of the Accommodation by 5pm on Tuesday 17 September 2013 and have not given the Residence Office prior written notice of your later arrival date in accordance with Clause 7.2.c we may terminate the agreement immediately by giving you written notice and we will retain a reasonable proportion of your Deposit to cover our administration fees and our loss of income until the Accommodation is re-licensed and refund the balance of the Deposit and any Residence Fee that you have paid.
- (c) have provided us with:-
  - i. written notice by Tuesday 17 September 2013 of your proposed date of arrival, this date being before or on Sunday 22 September 2013; or
  - ii. written notice by Tuesday 17 September 2013 of your proposed date of arrival being a date after Sunday 22 September 2013; and have paid the Residence Fee at a pro-rata rate for the period commencing on the Start Date up to your proposed date of arrival

but have not taken occupation of the Accommodation by 5pm on your proposed arrival date we may terminate the agreement immediately by giving you written notice and we will retain a reasonable proportion of your Deposit to cover our administration fees and our loss of income until the Accommodation is re-licensed and refund the balance of the Deposit and any Residence Fee that you have paid.

## **7.3 Your other rights to terminate**

You may terminate the agreement if you:

- (a) Contact the Residence Office/Accommodation Services using Form TR/13 and request to terminate the agreement (specifying your intended departure date) and you have paid, in full on or before the End Date as specified on your

Agreement Summary, all of the Residence Fee due under the agreement up to and including the End Date and:-

- i. we have found a replacement occupier; or
  - ii. if we have not found a suitable replacement within 10 days of your request, you have found a suitable replacement occupier (in accordance with the procedures specified in the Residence Handbook, *My Residence* [Appendix 3 of the B2 Residence Regulations]) which has been approved by us (at our absolute discretion) and who is not already in accommodation provided by us and enters into an agreement with us to occupy the Accommodation immediately after you have left.
- (b) Withdraw from your course of study and you satisfy the following conditions:
- i. you give to the Residence Office/Accommodation Services notice of your intention to terminate the agreement on Form TW/13 and, in the notice, you specify your intended departure date; and
  - ii. confirmation of your change in registration status has been recorded on the College Student Records System; and
  - iii. you have paid, in full on or before the End Date as specified on the Agreement Summary, all of the Residence Fee due under the agreement up to and including the End Date.
- (c) Are under 18 when you Accept the agreement and:
- i. within two weeks after your 18<sup>th</sup> birthday you give to the Residence Office/Accommodation Services not less than 4 weeks written notice on Form TR/13 of your intention to terminate the agreement and, in the notice, you specify your intended departure date; and
  - ii. you have paid, in full on or before the End Date as specified on the Agreement Summary, all of the Residence Fee due under the agreement up to and including the End Date.
- (d) If you terminate the agreement under this clause 7.3 and you move out of the Accommodation by your proposed departure date in line with Clause 3.1.b, we will refund any Residence Fee that you have paid in respect of the period after the End Date or the date of replacement/change in registration at the College as in 7.3.a and 7.3.b above

#### **7.4 Our right to terminate if you have breached the Ts & Cs**

We may terminate the agreement in any of the following circumstances:-

- (a) If you have failed to pay the whole or any part of the Residence Fee in accordance with the payment terms set out in Schedule 1 (whether formally demanded or not) and the Residence Fee (or any part of it) has been outstanding for 21 days or more whereby the College may also invoke suspension proceedings; or
- (b) Where you have committed a serious breach or have persistently breached the conditions of the agreement and, having followed the procedure set out at clause 6.2 above, we have decided to terminate the Agreement (for the avoidance of doubt we consider any breach of your obligations in clauses 3.4.b, 3.8.b, 3.8.c, 3.8.d, 3.8.e, 3.8.g, 3.3.h and 3.10.b as a serious breach of the agreement and if you, someone living with you or one of your Visitors, breaches any of these clauses we may terminate the agreement).

## 7.5 Our right to terminate for other reasons

We may also terminate the agreement by giving you not less than 4 weeks written notice if:-

- (a) We are unable to find you similar alternative accommodation (despite our reasonable efforts) and are unable to either provide the Accommodation as a result of events beyond our control or your Accommodation has been severely damaged and, acting reasonably, we deem it unfit for occupation;
- (b) You are no longer enrolled as a full time student with us;
- (c) We reasonably consider, because of your behaviour or for any other reason (eg an infestation by insects, an outbreak of an infectious disease) that, to protect your well-being or the well-being of others or to prevent damage to the Accommodation, it is necessary to move you from the Accommodation; or
- (d) If any information supplied by you, or on your behalf, in connection with your application to us for a place in the Accommodation is untrue, inaccurate or misleading, or if you fail to disclose relevant information which would amount to a misrepresentation, and we consider (acting reasonably) that the relevant information makes you unsuitable to live in the Accommodation.

## 7.6 Effect if we terminate the Agreement

- (a) If we terminate the Agreement in the circumstances set out in clauses 7.4 or 7.5, this will not affect our rights to claim against you for any loss or damage caused by any breach of the Agreement by you, your Nominated Sharer or your Visitors.
- (b) If we terminate the agreement in the circumstances set out in clause 7.5.a, you will still be obliged to pay that part of the Residence Fee corresponding to the period up to and including the termination date but you will not be obliged to pay that part of the Residence Fee corresponding to the period after the termination date. Provided that you move out of the Accommodation by the termination date, we will refund any Residence Fee you have paid in advance in respect of the period after the termination date.
- (c) If we terminate the Agreement in the circumstances set out in clauses 7.5.b, 7.5.c or 7.5.d, you will still be obliged to pay Residence Fee in relation to the whole of the Period of Residence but, if we are able to re-let the Accommodation, we will refund any part of your Residence Fee you have paid in advance which corresponds to the period in which the Accommodation is re-let.
- (d) If the Agreement is terminated and you do not move out of the Accommodation by the termination date, we may take legal action in order to obtain a court order requiring you to move out.

## 8. Complaints

### 8.1 Procedure

- (a) If you are unhappy with a decision that we have made or feel we have not fulfilled our obligations under the agreement you should, in the first instance, discuss this with the Residence Manager. If you are not happy with the outcome and wish to pursue your complaint further, you should do so in accordance with the complaints procedure in the Residence Handbook, *My Residence* [Appendix 1 of the B2 Residence Regulations]. If you are unable to access the web link to the Residence Handbook, *My Residence*, please

contact the Residence Office before Accepting the agreement and we will send to you a copy of this document so that you can read it before Accepting the agreement.

- (b) For the avoidance of doubt, if we have decided, in accordance with the provisions of the agreement, to terminate the agreement and you have not left the Accommodation as you were required to do, we will still be entitled to take legal action against you to recover possession of the Accommodation notwithstanding that you may have complained about our decision to terminate the Agreement.

## **9. Appeals**

### **9.1 Procedure**

If you are unhappy with any decision we make when exercising our rights under the agreement, you may appeal that decision in accordance with the appeals procedure which is contained in the Residence Handbook, *My Residence* [Appendix 1 of the B2 Residence Regulations].. If you are unable to access the web link to the Residence Handbook, please contact the Residence Office before Accepting the agreement and we will send to you a copy of this document so that you can read it before Accepting the agreement.

## **10. Other Matters**

### **10.1 Notices**

- (a) All letters and notices sent by:
  - i. us to you will be properly served if they are delivered to you by hand, first class post, or special delivery at the Accommodation and/or the address you provide to us when applying to us for the Accommodation (or such other address that you have notified us about in accordance with clause 10.1.c) or by e-mail to your King's College London e-mail address (which we have allocated to you);
  - ii. you to us will be properly served if left or sent to the Residence Office by e-mail using the Contact Details available in the Residence Handbook, *My Residence*
- (b) A notice sent by the following means is to be treated as having been received:
  - i. if delivered by hand, on the day of delivery; or
  - ii. if sent by first class post or special delivery, on the first working day after posting; or
  - iii. if sent by email to the address provided by you to the College or a kcl.ac.uk email address on that day.
- (c) You agree to notify the College of any change to the address you provide to the College when applying for the Accommodation by updating your details directly or by contacting the appropriate College office/department.
- (d) You agree to pass on to us immediately any statutory letters or notices served on you by a third party (ie not us).

## 10.2 Data Protection

- (a) The College will comply with the Data Protection Act 1998 as amended from time to time. The College will allow you to inspect certain information that the College holds about you and you can ask the College to correct or record your disagreement with the information held. Further details available at <http://www.kcl.ac.uk/aboutkings/governance/dataprotection/index.aspx>. The College may charge you with the reasonable cost of providing copies of the information.
- (b) By Accepting the agreement you agree that all data supplied to us can be shared between our departments and with third parties (eg contractors employed by us to undertake services at the Residence, a Sponsor, the police or other public agencies) if it is reasonable for us to do so as provider and manager of the Accommodation.
- (c) We will not disclose sensitive personal information (eg medical records) except with your explicit consent or if we are permitted and/or required to do so by law.

## 10.3 Liability for loss or damage

Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972, we shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise, unless the loss or damage was caused by our negligence.

## 10.4 Governing law and enforceability

- (a) The agreement is governed by English law and international students should be aware that this may differ from the law in their home country.
- (b) If any aspect of the agreement is held to be illegal, invalid or unenforceable, the remainder of the agreement will be unaffected.

## 10.5 Legislation

The Contracts (Rights of Third Parties) Act 1999 does not apply to the agreement. This means that no one can enforce any rights or obligations under the Agreement other than you and us.

## 10.6 VAT

At the date of the agreement the Residence Fee is exempt from VAT but we reserve the right to charge VAT if it becomes payable during the Period of Residence, for example, if there is a change in the law.

## 10.7 Council tax

If for any reason you become or cause us to become liable for council tax for the Accommodation (for example, because you are in full time employment or claim social security benefits) then you will pay such council tax (or reimburse us for any sums we pay within 14 days of written demand).

## 10.8 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to the agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.



## 11. Payment of Residence Fee

(a) Your Residential Accommodation fees must be paid on or before the due dates which are:

1st Semester: 25th October  
 2nd Semester: 25th January  
 3rd Semester: 25th April

Residential accommodation fees in respect of a student whose Residence Agreement commences after the relevant due date are payable within 14 days of commencement of the Agreement; subsequent instalments are payable in accordance with the due dates as specified above.

(b) You can pay your residential accommodation fees by either:

- i. **Credit / Debit Card** - payments can be made over the Internet on the KCL Finance web page [www.kcl.ac.uk/feepay](http://www.kcl.ac.uk/feepay). Instructions on how to use this facility are also available on this web page.

If making a cash or cheque payment in person at a Natwest Bank, you must provide a copy of the Natwest 'deposit receipt' to Credit Control, as soon as possible. Failure to do this will result in your payment not being reflected on your student account on time.

**From a Non-UK Bank** - King's College London have partnered with Western Union Business Solutions, one of the world's largest specialist provider of international payment services offering students the ability to pay their fees at a guaranteed exchange rate, no bank charge deductions and in your own currency. For more information and to make a payment visit [www.kcl.ac.uk/banktransfer](http://www.kcl.ac.uk/banktransfer).

- iii. **Cheque / Bankers Draft** - made payable to King's College London and forwarded to the Credit Control Office. Please write your student number, name and indicate whether the payment is for tuition fee or accommodation fees on the back of the cheque / draft.
- iv. The College will accept residential fees in full although no discount is given.

## 11.2 Sponsors

If you have a Sponsor, you will be responsible for providing them with all the information they require to enable them to make payments on your behalf, including forwarding a copy of your Residential Fee Invoice which will be in your name and not the name of your Sponsor, in accordance with the same timescales as would apply if you were making all payments yourself. If you are paying part of the Residence Fee yourself, you will need to pay those fees as set out above. If your Sponsor fails to pay in accordance with these terms you will remain liable for the full payment. We will contact you if we have problems recovering money from your Sponsor.

## 12. Glossary

Words used in the agreement and in these Terms and Conditions of Residence have the following meanings:

### 12.1 Accept

Means to formally accept the offer of the Accommodation online or by signing a paper copy of the Agreement Summary or by moving into the Accommodation and "Accepted" and "Accepting" are to be interpreted accordingly.

### 12.2 Accommodation

Means the Room and:

- i. where the Agreement Summary specifies the room type a "Exclusive ensuite bathroom" or "Shared ensuite bathroom" includes the ensuite bathroom;
- ii. where the Agreement Summary specifies the room type a "Sole occupancy" "Flat or studio", includes all areas in that flat or studio; or
- iii. where the Agreement Summary specifies the room type a "Shared occupancy" "Flat or studio", includes all shared areas in that flat or studio;
- iv. any alternative accommodation to which you have moved under the agreement.

### 12.3 Accommodations Services

Means Accommodation Services, King's College London, B1 Macadam Building, Surrey Street, London WC2R 2LS

### 12.4 Agreement

Means the contract between us and you relating to the Accommodation and comprising:

- i. the Ts & Cs;
- ii. the Agreement Summary;  
and further information relating to procedures may also be found in
- iii. the Residence Handbook, *My Residence*; and
- iv. the main College Academic Regulations concerning Students.

### 12.5 Agreement Summary

Means the document headed "Agreement Summary" which contains the specific details of the Accommodation being offered to you, the Period of Residence and the Residence Fee.

## **12.6 College Academic Regulations concerning Students**

Means the College document *Academic regulations concerning students, Academic governance and management regulations, Library Services and Information Technology Services regulations academic session 2013/14*.

## **12.7 Communal Areas**

Means all stairwells, corridors, landings and entrance halls within the Residence, any shared kitchens and/or bathrooms in the Residence or other areas that we designate as common areas, but not any shared kitchens and/or bathrooms in the Accommodation.

## **12.8 Deposit**

Means the booking fee/ damage deposit referred to in the Agreement Summary as the "Deposit"

## **12.9 End Date**

Means the date on which you wish the agreement to end where you are seeking to terminate the agreement before the end of the Period of Residence under clause 7.3.

## **12.10 Inventory**

Means the list of furniture and equipment at the Accommodation which we will give to you when you arrive.

## **12.11 Nominated Sharer**

Means the person(s) named in the Agreement Summary as other people who can live with you (if any)

## **12.12 Period of Residence**

Means the period starting and ending on the dates specified in the Agreement Summary (unless the Agreement ends earlier in accordance with the terms of the agreement).

## **12.13 Residence**

Means the specific residence named in the Agreement Summary together with any external areas of the residence which are owned by us (eg car parks, roads or gardens which adjoin the residence).

## **12.14 Residence Fee**

Means the charges for your occupation of the Accommodation as stated in the Agreement Summary.

## **12.15 Residence Disciplinary Panel**

Means a panel of two or more people drawn from the pool of people detailed in the Residence Handbook.

**12.16 Residence Handbook**

Means the "My Residence, Information Handbook" which sets out information regarding policies and procedures which can be accessed at <http://www.kcl.ac.uk/campuslife/accom/fees/index.aspx>. If you are unable to access this web link, please contact the Residence Office before Accepting the agreement and we will send you a copy of the Regulations so you can read these before Accepting the agreement.

**12.17 Residence Manager**

Means the residence manager of the Residence (or such another residence manager or deputy/assistant manager as the residence manager designates).

**12.18 Residence Office**

Means the appropriate Residence Office to which you have been allocated; contact details may be found in My Residence, Information Handbook.

**12.19 Room**

Means the room at the Residence that will be allocated to you on your arrival.

**12.20 Sponsor**

Means any person or organisation who is paying all or part of your Residence Fee.

**12.21 Start Date**

Means the first day of the Period of Residence.

**12.22 Visitors**

Means any guest invited by you, whether that invitation is express or implied (eg where the guest assumes from what you have said or done that they have been invited) or any person visiting you at the Accommodation.

**12.23** In these terms and conditions "you" means the person signing the agreement and "we" means King's College London. The expressions "your" "our" and "us" should be read accordingly.

## Appendices to the *Residence Regulations*

### Appendix One

#### Complaint and Review Procedure

1. Residents are encouraged to raise any issues or complaints as soon as possible with a member of the Residence Staff. If a satisfactory conclusion cannot be obtained residents may raise a complaint more formally using the complaints and review procedure below.
2. The aim of this procedure is to find a resolution to a problem or complaint promptly and fairly. Nothing in the procedure is intended to prevent a member of College staff from informally discussing difficulties with a resident(s)/other member(s) of staff with a view to avoiding the initiation of formal procedures under the College B6 Student Complaints Procedure. If a complaint is made under the Code of Practice (see [www.uukcode.info](http://www.uukcode.info) for details) this should be made clear at the start of the complaint procedure.
3. In the first instance, in accordance with Stage One of the College B6 Student Complaints Procedure, a complaint(s) relating to the College's Residential Services or to these Regulations should be referred by the Resident to a member of staff at the relevant service area (eg Residence Office, Accommodation Services or King's Venues) as appropriate at the earliest opportunity, and in any case no later than three months from the complainant being aware of the incident/sequence of events giving rise to the complaint. Only exceptionally, and at the discretion of the Director of Students & Education /Student Conduct & Appeals Manager, will the College consider a complaint raised after this deadline. Such referrals may be made orally or in writing, in accordance with reporting procedures at the Office concerned; complaints will normally be investigated locally or referred to the appropriate College Officer for further enquiry. A written record of the outcome of the complaint will be retained on the relevant file.
- 4.i In accordance with Stage Two of the College Student Complaints Procedure (detailed in the *College Regulations Concerning Students*), if a complaint cannot be resolved locally the Resident may make a written request for a review of the outcome of his/her complaint:
  - a. Against a decision by the Residence Manager/Accommodation Services Manager to the Director of Student Facilities;
  - b. Against a decision by the Residence Manager/Accommodation Services Manager and/or Director of Student Facilities to the Director of Students & Education ;
- 4.ii The Resident will be asked to complete a Student Complaints Form (**SCF**) which should be handed to the Director of Student Facilities or nominee; s/he will have up to 14 days to enquire into the problem/complaint and respond to the Resident. As part of this enquiry, the Resident may be asked to attend an interview and may be accompanied to the interview by any member of the College, the name of that person to be given in advance to the Chairperson of the interview panel. One copy of the **SCF** and a written record of the outcome of the complaint will be retained by the Director of Student Facilities and a second copy sent to the Director of Students and Education for monitoring purposes.

5. If the complaint cannot be resolved by the Director of Student Facilities the Resident may make a formal complaint to the Director of Students and Education in accordance with Stage Three of the College B6 Student Complaints Procedure. Details of the Procedure may be found at Section B6, *College Regulations Concerning Students*.
6. The Residence Complaint and Review procedure detailed here does not cover any problem(s) or complaint(s) which arise as a result of:
  - the Residence Disciplinary Procedures detailed in Regulation 6 of the B2 Residence Regulations and Appendix 5 of the B2 Residence Regulations;
  - the activities of another student; which may be dealt with under the Residence Disciplinary procedures or College Misconduct procedures where appropriate;
  - matters relating to a student's employment with the College which may be referred to the College Human Resources Department.

## Appendix Two

### Procedure for Room or Residence Swaps

A Resident of a College residence may request permission to swap the place which has been allocated to him/her with a place allocated to a resident at another of the College residences. Direct swaps must be agreed between the two residents and authorised in advance by the Residence Managers in accordance with the following procedure:

1. A request for a direct swap between College/Nominated/Intercollegiate residences will usually only be considered after the first 7 nights (for Intercollegiate from mid-October) or before the last 21 nights of both Residence Agreements. Prior to arrival, swap of offers may be considered in exceptional circumstances and only provided that the swap meets specific criteria, e.g. new undergraduate to new undergraduate, male/female only etc. Further information is available from Accommodation Services.
2. Both residents should complete the Swap form available at [www.kcl.ac.uk/accomm](http://www.kcl.ac.uk/accomm) and apply jointly and in person to **Residence One**. If the request is permissible the Manager will arrange to take payment of the administration fee, and print the new Residence Agreements. Both residents must then attend **Residence Two** to complete the process.
3. The Manager of **Residence Two** will confirm the agreed 'swap date' when liability for residence fees will be transferred, and arrange for both residents to make any necessary payments to bring their booking fee/damage deposit to the required amount. The Residence Agreements must be signed and dated in the presence of a member of staff and a copy returned to each resident; keys/Access Cards must not be transferred until both Residence Agreements have been signed.
4. Accommodation Services will amend the residents' accommodation bookings but it is the responsibility of each resident to ensure that s/he receives the correct credit notes/invoices in respect of any necessary financial adjustment to their student account. Students wishing to swap from couples accommodation to single, and vice versa, may put their request in writing to Accommodation Services; consideration will be given subject to suitable availability.

NB:

Swaps between College and Intercollegiate residences may be considered from mid-October but procedures will vary and applicants should contact the relevant Intercollegiate residence for details before proceeding.

Students wishing to swap from couples accommodation to single and vice versa, may put their request in writing to Accommodation Services; consideration will be given subject to suitable availability.

## Appendix Three

### Procedure for Request for Termination of Agreement

Please refer to Regulations 5 and 6 of the B1 General Student Regulations for details of the payment of accommodation fees, sanctions for non-payment and the administrative charge which is payable in respect of termination of agreement.

#### N.B Exceptional Circumstances

A resident who believes that s/he may have exceptional circumstances for requesting release from the Agreement and/or allocation to alternative College accommodation should complete a Medical Self Assessment Form (**MSAF/13**) or Personal Statement Form (**PSF/13**) which is available on request from Accommodation Services. Forms must be supported by any relevant documentation and release, if granted, will not be backdated from the date of the decision.

The agreement refers to the full period of residence. A request for early termination of the agreement by the Resident may be made at any time during the period of residence in accordance with the relevant Procedure detailed below:

1. A request for early termination of agreement must be made in writing to Accommodation Services on the appropriate form **TR/13** (Request for Early Termination of Agreement). Students on short programmes and those who cease to be registered as a full time student with the College must complete form **TW/13** (Notification of Change of College Registration). Forms are available from Accommodation Services or the Residence Manager
2. Whilst the College will do its best to re-license places vacated by residents requesting early termination of their agreements, the places for which no fee is currently being charged (eg places left void at start of session and of residents who are no longer registered at the College) are filled first; places of residents requesting early release are then allocated in the order in which the 'Request for Early Termination of Agreement' forms were filed in Accommodation Services. **There is no guarantee that a suitable replacement will be found and a Resident leaving or intending to leave a residence will remain liable for the full residential accommodation fees for the full period of residence until otherwise notified by Accommodation Services in writing.**
3. If after 10 working days, Accommodation Services have not been successful in finding a replacement a resident may seek their own suitable replacement. Residents should note however, that replacements will only be accepted if they are eligible for the accommodation and should therefore, liaise with Accommodation Services regarding this matter.
4. The Residence Agreement relates to a place in the Residence. Having submitted a request for early termination of Agreement the Resident may inform the Residence Office in writing on the Early Check-Out Form (**ECO /13**) that s/he will be leaving the accommodation and that the room may be cleared and used for another occupant on the understanding that another place in the same Residence and at the same accommodation charge will be available for the Resident's use. In these circumstances the Resident will remain liable for residential accommodation fees until the end of the Residence Agreement unless early termination is agreed in accordance with Regulation 7 of the B2 Residence Regulations. The room previously occupied by the Resident may



be filled and this does not mean that his/her Agreement has been taken over by the incoming person.

5. If the Resident's place is accepted by another King's student via the mid-session list, s/he will be given a period of notice, usually 48 hours (during which period s/he will remain liable for the full fees), to vacate the accommodation and return the keys to the Residence Office to facilitate the arrival of the incoming student. If the room is not available to the incoming student by the agreed arrival date/time, the incoming student may be offered alternative accommodation which is available. In these circumstances, the Resident's Agreement will not be terminated and the Resident will remain liable for the full residential accommodation fees; his/her request for early termination of agreement will be cancelled but may be re-submitted by the Resident to Accommodation Services for consideration via the mid-session list in accordance with the new date of receipt.
6. In addition:
  - (i) A Resident who has accepted a licence to occupy the accommodation for the standard 40 week period of residence may give written notice (on form **NTV/13**, which is available from either Accommodation Services or Residence Office) of his/her intention to vacate the premises in accordance with the following procedure:
    - Notice received at Accommodation Services by 12 noon on Friday 11 October to expire at the end of the first residence period (2 January);
    - Notice received at Accommodation Services by 12 noon on Friday 17 January to expire at the end of the second residence period (13 April).
  - (ii) Notice must be served in writing on the appropriate form (**NTV/13**) and be returned to Accommodation Services by 12 noon on the relevant date i.e. 11 October or 17 January as appropriate.

**This procedure is not available to a Resident who has accepted a licence to occupy the accommodation for less than the standard 40 week period of residence.**

## Appendix Four

### Procedure for Arranging Private Parties

In those residences where private parties (i.e. those not organised by the Residence Entertainment and User Committee/Resident Assistants) are permitted in designated areas, they must not be held without prior written permission from a member of the Residence management team. Permission for parties organised in accordance with the following guidelines will not be unreasonably withheld:

1. Resident's private parties may only be organised on a Friday or Saturday evening during the standard semester period, usually between the hours of 8.00pm to 11.00pm; parties are not usually permitted during the standard College vacation periods;
2. Parties are only permitted in designated social areas and may not take place in other areas of the Residence including bedrooms, kitchens, corridors, study or quiet rooms, grounds. In residences without appropriate designated social space (including Wolfson House, Brian Creamer House, the Rectory Student House, Stamford Street Apartments, Great Dover Street Apartments) private parties are not permitted;
3. A gathering of more than four persons (including the Resident, other residents, guests, visitors etc) in a bedroom constitutes a party. For clarification parties are not permitted in kitchens and staff may require residents to leave the area if any gathering causes a disturbance;
4. Residence social functions/events are usually organised by the Resident Assistants/Entertainment and User Committee. Where permission is given for private parties guest numbers will be controlled and must be agreed in advance; in all cases guest numbers must not exceed the agreed capacity of the designated space;
5. Resident's private parties are only permitted for attendance by residents and their bona fide guests in accordance with the Terms and Conditions for guests and visitors. Permission will not be granted for private external functions or parties organised primarily for external guests (except in accordance with the College's conference procedures and rates);
6. Permission must be requested in writing usually 5 working weekdays in advance, giving details of the party organiser(s) who must be a current Resident at the Residence, the number of stewards, arrangements for clearing away etc;
7. The Residence Manager may determine that additional security is required and any associated costs which are incurred will be charge to the party organiser(s);
8. Acceptable behaviour and levels of noise must be adhered to at all times in accordance with Residence Regulations. The Duty Manager may at his/her discretion require that the party end before the agreed finishing time, for example if behaviour/noise is unreasonable or disturbance is caused to other residents, neighbours, members of the public;
9. All clearing away is the responsibility of the party organiser(s) who will be responsible for the cost of any additional cleaning and repairs which are subsequently required as a result of the party or behaviour of the guests etc;

10. Permission will not be granted for barbecues, for themed parties or for events which are considered by the Residence Manager to be unsuitable or which promote a commercial venture or may infringe the law etc.

## Appendix Five

### Residence Disciplinary Procedures

All students are subject to the College Disciplinary Procedures as stated in Section B3 of the *College Regulations Concerning Students*. In addition, the Resident is subject to the Residence Disciplinary Procedures detailed in Regulation 6 of the B2 Residence Regulations and Appendix Five below.

#### Review or Appeal against a disciplinary decision

1. Following interview by the Residence Manager an appeal may be submitted by the Resident for consideration by the Residence Disciplinary Panel. The appeal must be made in writing to Panel Secretary within 10 working weekdays of notification of the outcome.
2. Following a hearing by the Panel an appeal submitted by the Resident may be allowed subject to the discretion of the Principal in accordance with the procedures in Regulation 8 of the B3 *Misconduct Regulations*. The procedure for appeals and due notice period in respect of decisions of the College Disciplinary Committee is laid down in Regulation 8 of the B3 *Misconduct Regulations*.

#### Procedures

1. Nothing in these procedures will prevent a member of College staff from informally discussing conduct with a resident with a view to avoiding the initiation of disciplinary procedures. This may result in:
  - no further action
  - clarification of the Regulations and/or a verbal rebuke which is noted in writing in the residence records
  - initiation of disciplinary procedures

#### 2. Disciplinary Procedures at a College Residence

Any person who believes that there has been a breach or non-observance of the Terms and Conditions (the offence) should report the matter to the relevant Residence Manager who will enquire into the circumstances as appropriate. The person(s) reporting an alleged offence and any Resident(s) involved in the matter will normally be required to make a written statement of events for consideration by the Residence Manager.

#### 3. Alleged criminal offences

Any alleged conduct which may constitute a criminal offence will be referred to the Director of Students & Education or his/her representative as a matter of routine. Where the Resident has admitted the alleged offence the matter may at the discretion of the Director of Students & Education / Student Conduct & Appeals Manager be referred back to a hearing of the Panel. In all cases, the College will be ready to assist the appropriate authorities in the implementation of any legal processes and College disciplinary proceedings will usually be deferred pending the outcome of any criminal proceedings.

#### 4. Delegation of authority

Authority for disciplinary procedures under the Residence Regulations may be delegated as follows:

- Residence Manager → Another Residence Manager or Deputy/Assistant Manager;
- College Accommodation Services Manager → Residence Services Manager/Director of Student Facilities;
- Director of Student Facilities → Director of Students & Education /The Student Conduct & Appeals Manager
- College Fire Safety Officer → Representative from the College Safety Office

#### 5. The Residence Disciplinary Panel (the Panel)

(i) The Panel will normally comprise two members of College staff drawn from the following pool in any combination:

- Director of Student Facilities
- Director of Students & Education
- Residence Services Manager
- Accommodation Services Manager
- Up to two Residence Managers (neither of whom are the Manager of the Residence at which the alleged breach or non-observance occurred)
- Senior member of the Directorate of Students & Education
- Another Senior College Officer nominated by the Director of Students & Education
- A student member nominated by the KCL Student's Union
- Senior Fire Safety Officer or representative

(ii) For matters referred back to the Panel in accordance with paragraph 3 above and for other serious offences/second referrals to the Panel, the Panel will normally comprise three members one of whom will be a senior member of the Directorate of Students and Education or another Senior College Officer nominated by the Director of Student & Education, and one of whom will be a student member.

(iii) Notwithstanding 5.ii above a reported breach of the College Fire Regulations which is identified during a planned room inspection/fire evacuation drill may be referred directly to a two person Residence Disciplinary Panel or dealt with as part of a formal group training session.

(iv) The Chairperson will be selected from the Panel Members and will usually be a senior member of Directorate of Students and Education.

(v) The Panel Secretary may attend the Hearing in order to advise the Panel in respect of procedural matters and record the Panel decision. In the absence of the Panel Secretary his/her duties will be delegated to another Panel member.

(vi) A Resident who reasonably believes that a member of the Panel has prior involvement with the alleged offence such that this may prejudice a fair hearing may request that the member concerned should not serve on the Panel while his/her case is being considered. Such a request should be submitted in writing to the Panel Secretary at least 5 working weekdays prior to the hearing date.

## 6. The Hearing

A Resident(s) who is called to a hearing of the Panel:

- (i) will be notified in writing before the hearing of the nature of the alleged offence and the breach(es) of the Residence Regulations with which the disciplinary proceedings are concerned;
- (ii) may be accompanied by another member of the College, the name of that person to be given to the Secretary to the Panel in advance of the hearing;
- (iii) will have an opportunity in advance of the hearing to request a copy of the written statements which will be considered by the Panel and/or to provide relevant documentary evidence or an additional written statement by way of explanation or mitigation;
- (iv) will have an opportunity at the hearing of presenting his/her case to the Panel;

Hearings shall be heard as promptly as possible with only such notice as the circumstances of the case demand and normally within 20 working weekdays of referral of an alleged offence.

None of the proceedings outlined in these Regulations will be invalidated or postponed by reason of the absence of a Resident required to attend a hearing provided that the Resident has been given prior written notice of the hearing and the requirement for his/her attendance. Any decision to postpone a hearing will be made at the discretion of the Chairperson of the Panel in light of the circumstances available to him/her at the time.

Any further alleged offence(s) which occurs between the time of a report and a subsequent hearing, may be taken into account at the hearing provided that the Resident has been notified of the additional allegation(s) in advance; if advance notification has not been given the Resident shall have an opportunity at the hearing to agree to consideration of the matter at the hearing otherwise the matter will be considered at a separate hearing.

The outcome of the hearing and the grounds on which a decision has been reached will be confirmed in writing to the person(s) concerned normally within 15 working days, except as otherwise notified. The Panel may determine that the outcome of a hearing will be notified to the Director of Students & Education / Student Conduct & Appeals Manager and/or Head of Department/School and recorded on the resident's academic student file.

## 7. Outcomes and Penalties

- (i) Following interview with the Residence Manager, a resident may make a written request that the matter be reviewed at a hearing of the Panel. An application for review against a decision must be lodged within 10 working weekdays of notification of the decision, and must specify whether the Resident wishes to contest the finding or the penalty, or both and give a sufficient indication of the grounds for the review. The Resident must be ready for an early hearing of the matter by the Panel.
- (ii) **Non-resident King's student/guest**

The Residence Manager has discretion in respect of permitted guests/visitors to the Residence. In the event that an alleged offence involves a non resident King's student/guest/visitor, the Residence Manager may require him/her to leave the premises and grounds with immediate effect and may exclude him/her from future

visits to the Residence; where appropriate the matter will subsequently be referred to the Director of Students & Education in accordance with the B3 Misconduct Regulations.

(iii) **Damage to property**

Where the case concerns damage to College property but it has not been possible to complete the necessary repairs prior to the hearing for any reason, the Panel may order payment against a reasonable estimate of the cost(s) of repair. The estimate, which will be based on the cost of reinstatement which is reasonably anticipated in the circumstances, may be obtained by the Residence Manager from the College Estates and Facilities Directorate or from nominated external suppliers or contractors. The charge to the Resident will be based on the cost of reinstatement and will be commensurate with the degree of damage.

(vi) **Exclusion**

In exceptional cases and where the circumstances of the alleged offence require such action, the Director of Student Facilities and/or Director of Students & Education may summarily direct the temporary exclusion of a Resident and/or student from the Residence. The Director of Student Facilities will subsequently review the matter and either refer the matter to the Panel or report to the Director of Students & Education /Student Conduct and Appeals Manager for the immediate institution of proceedings under the College Disciplinary Procedures as stated in the B3 *Misconduct Regulations*. In the event of exclusion, payment of the accommodation fees will be in accordance with Regulations 5 and 6 of the B1 *General Student Regulations*.

## **Appendix Six**

### **Procedure for Visitors and Overnight Guests**

#### **1. Day Visitors**

- 1.1 Day visitors will not be granted access to the Residence between 11.00pm and 8.00am and must leave the Residence buildings and grounds by 11.30pm.
- 1.2 All visitors and guests must be registered at the Residence in accordance with local residence procedures. Generally, an overnight guest should be registered before midnight and access may be refused at the Residence Manager's discretion.
- 1.3 Normally the Resident may at any one time receive up to three day visitors (between 8.00am and 11.00pm) and/or one overnight guest in accordance with the provisions noted in 2 below. Written permission for additional guests or visitors must be obtained from the Residence Manager in advance and such permission, on an occasional basis, will not be unreasonably withheld.
- 1.4 Residents with visitors/guests who are under the age of 16 years and/or have special mobility requirements should notify the Residence Manager in advance of their visit to the Residence, and identify any necessary arrangements in respect of health and safety.

#### **2. Overnight Guests**

##### **Standard 40 week Residence Agreement**

- (i) *Fire Safety Regulations* permit a bedroom to be used, for sleeping purposes, by a maximum of two persons.
- (ii) The Resident may have an overnight guest to stay in their room for three nights in any week, but for no more than 20 nights each semester.
- (ii) An individual overnight guest may stay at a Residence for three nights in any week, with one or more residents, but for no more than 20 nights each semester.
- (iii) By concession, written permission may be granted for a guest to stay for up to seven consecutive nights if, for example, the guest is travelling from overseas; arrangements must be agreed with the Residence Manager in advance and the visit must not exceed the 20 night maximum for each semester.

#### **3. Extended Residence Agreements**

- (i) During the summer vacation guest rooms will be available in accordance with the College's Residential Lettings procedures and guest rates.
- (ii) A Resident may also have an overnight guest to stay in accordance with the procedures noted in paragraph 2 above; the quota of guest nights will vary according to the length of the individual's Residence Agreement and will be calculated pro rata on the basis of one night per week to a maximum of 10 nights during the 11 week summer vacation.





## B3 Misconduct regulations

### 1 Misconduct

#### *Definition*

- 1.1 Improper interference, in the broadest sense, with the proper functioning or activities of the College, or with those who work or study in the College; or action which otherwise damages the College, or action that deviates from accepted institutional, professional, academic or ethical standards, will be regarded as misconduct and an infringement of these regulations.

#### *Presumption of innocence*

- 1.2 In all misconduct proceedings a student will be presumed to be innocent of the allegation or charge until the contrary is proved on the balance of probabilities.

### 2. General provisions

#### *Emergency powers*

- 2.1 Nothing in these regulations will prevent the Principal from taking action under his emergency powers (see B7 *The Principal's emergency powers to suspend and exclude students*).

#### *Delegation*

- 2.2 The Principal may delegate his powers under these regulations to a Vice-Principal either generally or in respect of a particular case, providing always that any person to whom these powers may be delegated will be in a position to act and be seen to act impartially, either generally or in respect of a particular case.
- 2.3 The Director of Students and Education may depute to another senior administrative officer any or all of the responsibilities ascribed to the Director of Students and Education in these regulations.

#### *Representation*

- 2.4 (a) A student facing a charge of misconduct<sup>1</sup> may be represented at any point in the proceedings by another College member or, where the student is registered on a programme with professional registration, a member of their professional organisation.
- (b) The student may also be accompanied by a family member or a friend (either from inside or outside the College) but that person will not be allowed to speak on the student's behalf. However, as provided for in Regulation 2.6 below, the Chair of the relevant College Misconduct Committee or Appeal Committee will have the discretion to consider representations from the student for the friend or family member to make a statement.
- 2.5 If the student is to be represented and/or accompanied, the name(s) of the person/persons who is/are to attend must be received in writing by the Director of Students and Education at least 48 hours in advance of the hearing. The Chair of the relevant College Misconduct Committee or Appeal Committee has the discretion to refuse to permit a representative or friend or family member to attend where prior written notice has not been given.

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<sup>1</sup> Note that a student is not deemed to be facing a charge unless, and until, the Director of Students and Education determines that there is sufficient evidence to form the basis of a charge - see Regulation 3.3 below.

- 2.6 If a student wishes to be represented by an individual not listed in Regulation 2.4(a) above, they should make representations to the Chair of the Committee. The Chair of the Committee has the absolute discretion to accept or reject an application for alternative representation and their decision will be final.

*Confidentiality*

- 2.7 The College will do all in its power to limit the disclosure of information as is consistent with conducting an investigation and the provisions of the Human Rights Act 1998, the Data Protection Act 1998, the Freedom of Information Act 2000 and any other relevant legislation.
- 2.8 All disciplinary proceedings, whether conducted by the Disciplinary Committee or the Examinations Misconduct Committee, will normally be held in private.

*Communications between the College and the student*

- 2.9 All correspondence concerning proceedings under these regulations will be sent to the student at the last term time address notified by the student to the College by first class post. In addition, correspondence may also be sent by hand or recorded delivery to the student's last home address notified by the student to the College, and/or to the student's King's College email address and/or to any personal email address notified by the student to the College.

*Attendance*

- 2.10 None of the proceedings outlined in these regulations will be invalidated or postponed by reason of the absence of the student who is required to attend a preliminary enquiry interview conducted by the Director of Students and Education or an Examinations Misconduct Committee hearing or a Disciplinary Committee hearing, or an Appeal hearing, provided that the student has been given written notice of the interview or hearing within the timescale laid down in these regulations and provided that those conducting the hearing believe that all the evidence and representations are before it. In the event that a student has indicated s/he will attend but then cannot do so for good reason an adjournment would generally be considered.

### **3. Suspected misconduct**

*Reporting offences*

- 3.1 Where any academic or administrative official of the University or College, or any member of the staff, or invigilator, or any student of the College believes that misconduct may have been committed by a student of the College, they should notify the Director of Students and Education in writing as soon as possible.

*Investigating an allegation of misconduct*

- 3.2 On receipt of an allegation of misconduct, the Director of Students and Education will conduct a preliminary enquiry. The Director may deem it necessary as part of the enquiry to conduct an interview with the student or students against whom the allegation has been made. Where an interview is held, the student or students will be required to attend. However, a student will not be obliged to make a statement or give any explanation.

- 3.3 On completion of the Director of Students and Education's preliminary enquiry the Director will determine, normally within 14 days, whether:
- (a) there is insufficient evidence to form the basis of a charge of misconduct; or
  - (b) there is sufficient evidence to form the basis of a charge of misconduct which constitutes a minor infringement of the regulations; or
  - (c) there is sufficient evidence to form the basis of a charge of misconduct which constitutes a major infringement of the regulations.
- 3.4 If the Director of Students and Education determines there is insufficient evidence to form the basis of a charge of misconduct under Regulation 3.3(a) above, that decision will be communicated in writing to the student and any other persons involved in the case.
- 3.5 If the Director of Students and Education determines that there is sufficient evidence to form the basis of a charge of misconduct which constitutes a minor infringement of the regulations, the Director may, at their discretion, issue a written rebuke to the student detailing the allegations that have been made, informing the student that no further formal action will be taken but that a record of the rebuke shall be placed on the student's file. Such a rebuke shall give the student an opportunity to contest the allegations and the rebuke, in which case the Director of Students and Education will refer the matter to the appropriate misconduct committee.
- 3.6 If the Director of Students and Education determines that there is sufficient evidence to form the basis of a charge of misconduct which constitutes a major infringement of the regulations, the Director will refer the matter to a misconduct committee of the College, either the Examinations Misconduct Committee for examination related misconduct or the Disciplinary Committee for other types of misconduct.
- 3.7 Where a matter is referred to a misconduct committee under Regulation 3.6 above, the Director of Students and Education shall provide the student who is the subject of the allegation with a letter outlining the nature of the allegation and copies of the evidence which forms the basis of the decision to refer the matter to a misconduct committee. The letter and evidence will be provided at the point when the decision is made to refer the matter to a misconduct committee.
- 3.8 Where an allegation of misconduct is referred to a misconduct committee of the College, the Director of Students and Education or her/his nominee will act as the College Representative to present the case to the misconduct committee.
- Misconduct which is also a criminal offence*
- 3.9 Where the alleged misconduct could also constitute an offence under the criminal law special provisions will apply and the College's own misconduct investigations or proceedings may be delayed until such time as the police and/or courts have completed their investigations and proceedings.
- 3.10 Students following a programme of study where it is a requirement to undergo a Criminal Records Bureau check as a condition of enrolment are required to notify the Director of Students and Education, in writing, of any criminal convictions subsequently imposed.

#### **4. Examinations Misconduct Committee**

- 4.1 The terms of reference of the Examinations Misconduct Committee are:

- (a) to consider cases referred to it by the Director of Students and Education to determine whether a charge has been substantiated on the balance of probabilities, and to make orders as set out in Regulation 7.2 below;
- (b) to report to the relevant Board of Examiners its finding(s) and order(s) for consequential action;
- (c) to advise the Academic Board on disciplinary matters relating to examination misconduct;
- (d) to advise the College Assessment Board on any assessment or related issues that may arise from the proceedings.

4.2 The membership of the Examinations Misconduct Committee shall be:

- (a) a Chair, who shall be a member of the College's academic staff appointed by the Chair of the College Assessment Board<sup>2</sup> with current or previous experience of service on a School or Programme Board of Examiners;
- (b) two members, drawn from the College's academic staff, appointed by the Chair of the College Assessment Board with current or previous experience of service on a School or Programme Board of Examiners;
- (c) a student member, nominated by the Students' Union.

4.3 The membership of the Examinations Misconduct Committee to hear a case of misconduct arising from the *Procedure for investigating and resolving allegations of research misconduct* shall be:

- (a) a Chair, who shall be a member of the College's academic staff appointed by the Chair of the College Assessment Board with current or previous experience of service on a School or Programme Board of Examiners;
- (b) one member, drawn from the College's academic staff, appointed by the Chair of the College Assessment Board with current or previous experience of service on a School or Programme Board of Examiners;
- (c) one member from the Research Degrees Board of Examiners;
- (d) a student member, nominated by the Students' Union.

The Committee may, at the discretion of the Chair, seek the advice of academic specialists in the general discipline area of the alleged research misconduct.

4.4 No person directly involved with the examination or assessment in question or connected with the allegation will serve when the Committee considers the case.

4.5 The quorum for a hearing of the Examinations Misconduct Committee will be the Chair and two other members, one of whom must be the student member.

## 5. Disciplinary Committee

5.1 The terms of reference of the Disciplinary Committee are:

- (a) to consider cases referred to it by the Director of Students and Education to determine whether a charge has been substantiated on the balance of probabilities, and to make orders as set out in Regulation 7.4 below;
- (b) to advise the Academic Board on disciplinary matters.

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<sup>2</sup> The Chair of the College Assessment Board may be appointed by the Vice-Principal (Education) to serve as the Chair or as a member of the Examinations Misconduct Committee.

- 5.2 The membership of the Disciplinary Committee shall be as provided for the Examinations Misconduct Committee under Regulation 4.2 above.
- 5.3 No person from the same Department/Division/Group as the student against whom the charge(s) of misconduct is/are made will serve when the Committee considers the case.
- 5.4 No one will serve on the Disciplinary Committee who has prior knowledge of the misconduct to be considered by the Committee or who has other knowledge of, or prior contact with, the student which might cause that person to be biased against the student who is before the Disciplinary Committee.
- 5.5 The quorum for a hearing of the Disciplinary Committee will be the Chair and two other members, one of whom must be the student member.

**6. Examination Misconduct Committee and Disciplinary Committee hearing procedure**

- 6.1 Written notice of the hearing date will normally be sent to the student at least 14 days before it is due to take place. The names of the Committee members, the College Representative and the College witnesses, together with all documentary evidence, including copies of witness statements, will normally be sent at least 14 days before the hearing date.
- 6.2 The student may present documentary material or witnesses in her/his defence or mitigation. Documentary material for consideration by the Examinations Misconduct Committee or the Disciplinary Committee, and/or the names of any additional witnesses and written copies of their evidence, must be sent to the College Representative, via the Director of Students and Education, to be received at least seven days in advance of the hearing. This evidence will be sent immediately to the Committee by the Director of Students and Education.
- 6.3 The Chair has the discretion to adjourn the hearing where the above time frames have not been met. It is the student's responsibility to invite any witnesses they wish to attend, and it is the student's responsibility to ensure that witnesses can attend, and to provide them with any documentation. The hearing will not normally be adjourned due to the unavailability of a witness, and any decision to adjourn is the sole discretion of the Chair.
- 6.4 For the purpose of the hearing, a decision by the Committee on any point of procedure will be binding.
- 6.5 The student facing the charge will have the right to be present during the hearing except as provided for in Regulation 6.8 below.
- 6.6 The facts in possession of the College relating to the charge(s) will be presented to the Committee by the College Representative. The student facing the charge(s) (or her/his representative) will be invited to reply. Either party may call witnesses to the fact. Written statements of witnesses should normally have been exchanged under Regulation 6.2 above.
- 6.7 The Committee may ask questions of all those called before it, and the College Representative and the student may raise questions through the Chair of the Committee.

- 6.8 The Committee may, at its discretion, at any time during the proceedings, order the room to be vacated, or may themselves retire to another room for private discussions. Only the Committee and the Clerk to the hearing will be entitled to be present at such times.
- 6.9 At the conclusion of the presentations and questions the student facing the allegation may address the Committee and the Chair of the Committee may make a statement.
- 6.10 The Committee will consider its finding(s) and/or order(s) in private and will normally reach its finding(s) without adjournment.
- 6.11 At any time during the proceedings, the Chair may order the Committee to adjourn, for a period not normally exceeding seven days, for the purpose of deciding on the order(s) to be made or for other good cause.
- 6.12 A decision of the Committee will be reached by a majority vote of the members of the Committee present at the hearing but will be announced as a decision of the Committee. The votes of the individual Committee members will be treated as confidential. In the event of a tie, the Chair will have an additional casting vote.
- 6.13 The Chair of the Committee will announce the finding(s) and order(s) and indicate the grounds on which the decisions have been reached. The Committee may order one or more of the measures detailed in Regulations 7.2 or 7.4 below and order the timing where appropriate. A written copy of the finding(s) and order(s) will normally be sent out to the student by letter within seven days of the date of the hearing.

## **7. Outcome of hearings**

- 7.1 Should the Examinations Misconduct Committee or the Disciplinary Committee decide that the charge was not established, that decision will be communicated to all persons involved in the case, normally within seven days of the date of the hearing.

### *Examinations Misconduct Committee*

- 7.2 Where the Examinations Misconduct Committee determines that a charge of misconduct has been substantiated on the balance of probabilities the Committee may order one or more of the following measures:
  - (a) an admonishment, with the requirement that the examiners assess the student on the basis of such of her/his work that is unaffected by the offence;
  - (b) the assignment of the minimum pass mark to a paper or papers, or assessed work, or both;
  - (c) the cancellation of the results in a paper or papers or assessed work and a mark of zero returned;
  - (d) the cancellation of the results in a paper or papers or assessed work and a mark of zero returned and any mark resulting from a resit capped at the condoned fail level (at 33 for levels 4, 5 and 6, or at 40 for level 7);
  - (e) the cancellation of the results in a paper or papers or assessed work and a mark of zero returned and the student not permitted to resit but permitted to take an alternative module (but with only one attempt at the assessment permitted);
  - (f) the student's right to re-register for the paper or papers or assessed work withdrawn;
  - (g) the student's right to be considered for an exit award withdrawn;

- (h) the results for any or all of the examinations or assessments in a year or stage not to be considered by the relevant School Board of Examiners for a specified period of up to one calendar year;
  - (i) a recommendation to the Academic Board that the student's award be revoked;
  - (j) expulsion.
- 7.3 The finding(s) and order(s) of the Committee will be notified in writing, normally within seven days of the hearing, and communicated to the student and Chairs of the relevant Programme and School Boards of Examiners and, where appropriate, to the relevant Head of School. A copy of the finding(s) and order(s) will be placed on the student's file. A student will also be advised that the finding(s) may be taken into consideration in the event of a future substantiated offence.
- Disciplinary Committee hearing*
- 7.4 Where the Disciplinary Committee determines that a charge of misconduct has been substantiated on the balance of probabilities the Committee may order one or more of the following measures:
- (a) a warning;
  - (b) a reprimand;
  - (c) payment of compensation for damage;
  - (d) conditions for the continuation of student status;
  - (e) exclusion for a stated period from specified activities or specified parts of the College, conditions for re-admittance may be specified;
  - (f) suspension for a stated period, conditions for re-entry may be specified;
  - (g) community service;
  - (h) a fine, up to £1,000 payable to a charity (not being King's College);
  - (i) expulsion.
- 7.5 The Disciplinary Committee may order that the measures agreed will be imposed immediately or that the imposition will be deferred. The conditions of any such deferment will be clearly stated as part of the decision of the Committee.
- 7.6 The finding(s) and order(s) of the Disciplinary Committee will be notified in writing, normally with seven days of the hearing, to the student and the relevant Head of School and any other interested parties. A copy of the finding(s) and order(s) will be placed on the student's file. A student will also be advised that the finding may be taken into consideration in the event of a future offence.
- 7.7 The Examinations Misconduct Committee and the Disciplinary Committee will have the discretion to indicate a point in the future, and the conditions under which, a substantiated allegation of misconduct may be considered spent.
- 7.8 Where a Head of School determines in response to the notification of the findings of an Examinations Misconduct Committee under Regulation 7.3 above or the findings of a Disciplinary Committee under Regulation 7.6 above that a student is unfit for registration and practise, the Head of School shall notify the Director of Students and Education in accordance with Regulation 10.1 of B5 *Fitness for registration and practise regulations* for consideration by a Fitness to Practise Committee.
- 7.9 Where a student who has been found guilty of misconduct holds a professional qualification which is registerable with a professional, statutory or regulatory body, the College may report the student to that body under Regulation 1.4 of B5 *Fitness for registration and practise regulations*.



## 8. Appeal

- 8.1 Following a hearing by the Examinations Misconduct Committee, the Disciplinary Committee or the Residences Disciplinary Panel (see B2 *Residence regulations*), an appeal submitted by the student against the finding(s) or order(s) or both may be allowed, subject to the discretion of the Principal as specified in Regulation 8.3 below.
- 8.2 An appeal must be requested in writing and lodged with the Director of Students and Education on behalf of the Principal, within 14 days of the date of written notification of the decision or the order which is to be the subject of the appeal. The grounds for the appeal must be clearly stated as part of the request and appropriate documentation supplied.
- 8.3 The Principal will allow an appeal to be heard if he is satisfied that either or both of the following criteria apply:
- (a) that there is new evidence that could not have been, or for good reason was not, made available at the time of the hearing;
  - (b) that evidence can be produced of significant procedural error on the part of the College before or during the hearing.
- 8.4 The Principal will have the discretion to take into account grounds (including grounds of compassion) other than those stated above in deciding whether to allow an appeal to be heard.
- 8.5 If the Principal decides to allow an appeal to be heard he will appoint an Appeal Committee. He will normally advise the student, in writing, of his decision on the appeal application within 60 days of its receipt. If an appeal is rejected reasons will be given.

### *Appeal Committee*

- 8.6 The terms of reference of the Appeal Committee shall be:
- (a) to consider appeal cases referred to it by the Principal and to determine whether the evidence is of sufficient significance to cast doubt upon the reliability of the decision arrived at by the original committee;
  - (b) to make orders as detailed in Regulation 8.18 below;
  - (c) to advise the Academic Board on disciplinary matters.
- 8.7 The membership of the Appeal Committee shall be:
- (a) a Vice-Principal, or other senior staff member nominated by the Principal to chair Appeal Committees under these *Regulations*, who will be the Chair;
  - (b) one member, appointed by the Principal from among the senior members of the College's academic staff;
  - (c) one member, appointed by the Students' Union from among the full-time sabbatical trustees or other student trustees of the Students' Union.

No member of the Appeal Committee will be:

- (d) a member of the Examinations Misconduct Committee or the Disciplinary Committee or the Residence Disciplinary Panel which made the order or decision against which the appeal is made;

- (e) a member of staff or student of the same Department/Division/Group as the student;
- (f) someone who has been directly concerned with matters relating to the order; or
- (g) someone who has a direct interest in the case.

8.8 The quorum for the Appeal Committee will be three.

*Appeal Committee procedure*

8.9 For the purpose of the hearing, a decision by the Committee on any point of procedure will be binding.

8.10 The Director of Students and Education will send written notice of the Appeal date, together with copies of all papers to be considered by the Appeal Committee, including a statement from the College Representative, to the student at least 14 days before the hearing date. If the student wishes to present any further evidence, this material must be supplied to the Director of Students and Education at least 14 days before the Appeal date. The Director of Students and Education will supply the members of the Appeal Committee, a minimum of five days in advance of the hearing, with the grounds for appeal with supporting documentation, the papers presented at the hearing from which the appeal arises and a statement from the College Representative in response to the grounds for appeal.

8.11 The student will have the right to be present during the hearing except as provided for in Regulation 8.14 below.

8.12 The student making the appeal, or her/his representative, will present her/his case against the decision or order made.

8.13 The Appeal Committee will consider the documents outlined in Regulation 8.10 above and may call persons connected with the proceedings from which the appeal arises to address the Committee.

8.14 The Appeal Committee may, at its discretion, at any time during the hearing of an appeal, order the room to be vacated, or may itself move to another room for private discussion. Only the Committee and the Clerk to the hearing will be entitled to be present at such times.

8.15 The Appeal Committee will normally reach its decision without adjournment, but may adjourn for a period not exceeding seven days for the purpose of deciding on the order to be made upon the appeal.

8.16 The decision of the Appeal Committee will be reached by a majority vote of the members of the Committee and will be announced as the decision of the Committee. The votes of individual Committee members will be treated as confidential.

*Appeal Committee outcome*

8.17 The Appeal Committee may reject the appeal or uphold the appeal.

8.18 Where the Appeal Committee upholds the appeal, the Committee may order one or more of the following measures:

- (a) modify or reverse the findings of the Examinations Misconduct Committee or the Disciplinary Committee or the Residences Disciplinary Panel;

- (b) modify or reverse the order of the Examinations Misconduct Committee or the Disciplinary Committee or the Residences Disciplinary Panel.
- 8.19 The decision of the Appeal Committee and the order made will be announced by the Chair and will be sent in writing, normally within seven days of the appeal hearing, to the student, and to the Chair of the Committee/Panel from which the appeal arose, as appropriate. In communicating the findings of the Appeal Committee, the Chair will indicate the grounds upon which the findings are based.
- 8.20 A decision of the Appeal Committee will be final.
- 9. The Office of the Independent Adjudicator for Higher Education (OIA)**
- 9.1 Student members of the College are entitled to ask the OIA to consider any unresolved complaint against the College. For further information see Appendix 3.

## B4 Academic progress regulations

### 1. Removal of students for failure to make sufficient academic progress

- 1.1 For the purpose of these *Academic progress regulations*, the removal of a student shall include a refusal to re-admit a student.
- 1.2 Subject to the provisions of Regulation 1.5 below, a Head of School or nominee, or Dean of any Faculty or nominee, acting for the Principal may remove or refuse to re-admit ('removal') any student of the College on any of the following grounds:
- (a) inability for any reason to fulfil the requirements of the programme;
  - (b) lack of industry, including a poor attendance record;
  - (c) lack of ability or aptitude;
  - (d) for any other good academic cause.

The period of removal may be temporary, eg one semester; or permanent, ie the student's registration will be terminated.

- 1.3 Heads of Department/Division shall ensure that students are at all times made fully aware of the possible consequences of failure to maintain the required academic standard.
- 1.4 In considering whether to take action under Regulation 1.2 above, the Head of School will consult with the appropriate Head of Department/Division or equivalent and with the student's tutor or supervisor, and will take into account any relevant representations.
- 1.5 No student shall normally be removed upon the grounds specified in Regulation 1.2 above, unless s/he has received a clear written warning from the School, in accordance with the regulations in force in the School concerned.<sup>1</sup> The School regulations will specify *inter alia* the length of notice which must be given in advance of action which may be taken if there is insufficient improvement in the student's academic standard or if there is no significant change in the circumstances under which a removal would be justified.
- 1.6 The removal of a student on grounds set out in Regulation 1.2 above shall proceed in compliance with the conditions of the warning notice issued to the student under the provisions of Regulation 1.5 above. Before implementing the removal procedure, the Head of School must notify the student in writing confirming the action which is proposed. The student will have 14 days from the date of this letter in which to reply and make any further representations. The Head of School will notify the student in writing of the final decision reached within 28 days of the date of the letter confirming implementation of Regulation 1.2.

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<sup>1</sup> For research students the section of the *Core code of practice for postgraduate research degrees* on the monitoring and assessment of students' progress will apply in addition to any School regulations in force.

- 1.7 In addition to the provisions of these regulations, a student's registration may be terminated in accordance with Regulation 20.11 of *A3 Regulations for taught programmes* as a result of a decision of a Board of Examiners that the student should not be permitted any further attempts at an examination. Any appeal against a decision of a Board of Examiners must proceed in accordance with the provisions of Regulation 38 of *A3 Regulations for taught programmes*.

## **2. Appeals against removal on academic grounds**

- 2.1 Following the removal of a student on grounds set out in Regulation 1.2 above, the hearing of an appeal against the decision to remove may be allowed, subject to the discretion of the Principal, as specified in Regulations 2.3 and 2.4, below. The Principal may delegate his powers under these Regulations to a Vice-Principal either generally or in respect of a particular case, providing always that any person to whom these powers may be delegated will be in a position to act and be seen to act impartially, either generally or in respect of a particular case
- 2.2 An appeal must be requested in writing and lodged with the Director of Students and Education on behalf of the Principal within 14 days of the date of the final notification of removal. The ground, or grounds, on which the appeal is to be based must be clearly stated as part of the request.
- 2.3 The Principal will allow an appeal to be heard if the Principal is satisfied that either or both of the following criteria apply:
- (a) that new information is to hand which could not have been made available for consideration by the School at or before the time the decision to remove was taken;
  - (b) that there is evidence of significant administrative or procedural error, including error arising from non-compliance with Regulation 1.5 and 1.6, above, made at or before the time the decision to remove was taken.
- 2.4 The Principal has discretion to take into account grounds (including grounds of compassion) other than those stated above in deciding whether to allow an appeal to be heard.
- 2.5 Where a student makes representation under Regulation 2.3 above that the student's academic progress was adversely affected by alleged harassment, bullying or discrimination the Principal will hold the appeal procedure in abeyance until the Director of Students and Education has arranged for the complaint to be investigated under the formal complaint mechanism of the College's *Student complaints procedure* or dealt with under *B3 Misconduct regulations* as appropriate. The final report of the investigation or the outcome of any hearing under the *Misconduct regulations* will be submitted as evidence under Regulation 2.3 above.
- 2.6 If the Principal decides to allow an appeal to be heard s/he will instruct the Director of Students and Education to proceed as follows:
- (a) set a date for the Appeal Committee to meet, the said date being normally not more than six weeks after the Principal's decision that the appeal shall be heard;
  - (b) advise the student of the procedure, informing her/him that s/he may be accompanied and/or represented in accordance with Regulation 2.10 below, and invite the student to submit evidence to the Appeal Committee;

- (c) advise the Head of the School in question of the student's appeal and ask her/him to provide all documentation relevant to the student's appeal, such documentation to include the School's procedures for excluding a student on academic grounds, or on grounds of failure at examinations/assessments, as appropriate to the case; and
- (d) through the Principal (or her/his nominated deputy) and the President of the Students' Union, identify the members of the Appeal Committee, arrange for a copy of each document that will be presented to the Committee to be sent to each member of the Committee, the student making the appeal, and the Head of the School making the decision to remove the student, along with a notice of the purpose of the meeting and the time and place at which it will be held. The documents and notice shall normally be sent not less than seven days before the date set for the Appeal Committee hearing.

2.7 The membership of the Appeal Committee shall be:

- (a) a Vice-Principal, or other senior staff member nominated by the Principal to chair Appeal Committees under these *Regulations* who will be the Chair;
- (b) two senior academic members of staff, drawn from among the Heads of School, Deans, and Heads of Department/Division;
- (c) a student, nominated by the President of the Students' Union.

Provided that no member of the Appeal Committee shall be a member of staff or student of the same Department/Division/Group as the student making the appeal.

2.8 A member of the Appeal Committee who has prior knowledge of the removal which is the subject of the appeal, or other knowledge of or prior contact with the student, shall disclose this information before the relevant hearing begins. The student may request through the Chair that the member concerned should not be a member of the Appeal Committee while the relevant appeal is being considered. The Chair shall have discretion to accept or reject this request.

2.9 The quorum of the Appeal Committee shall be three.

*Representation*

2.10 The student may be represented at any point in the proceedings by another College member or, where the student is registered on a programme with professional registration, a member of their professional organisation.

2.11 The student may also be accompanied by a family member or a friend (either from inside or outside the College) but that person will not be allowed to speak on the student's behalf. However, the Appeal Committee will have the discretion to consider representations from the student for the friend or family member to make a statement.

2.12 If the student is to be represented and/or accompanied the name(s) of the person/persons who is/are to attend must be received in writing by the Director of Students and Education at least 48 hours in advance of the hearing. The Chair of the Appeal Committee has the discretion to refuse to permit a representative or friend or family member to attend where prior written notice has not been given.

2.13 If the student wishes to be represented by an individual not listed in Regulations 2.10 and 2.11 above, they should make representations to the Chair of the Appeal Committee. The Chair of the Appeal Committee has the absolute discretion to

accept or reject an application for alternative representation and her/his decision will be final.

*Appeal Committee procedure*

- 2.14 The Appeal Committee meeting shall be conducted in the following way:
- (a) The Head of the School making the decision to remove the student, or a deputy of senior status, eg Head of Department/Division, will present the case for removing the student. In so doing s/he will be required to demonstrate that the relevant School procedures have been followed.
  - (b) The student and/or the person accompanying the student (if appropriate) will present her/his case appealing against the decision of the School.
  - (c) At the discretion of the Chair, other persons may be called to address the Appeal Committee.
  - (d) The order in which the presentations are made shall normally be that given above in paragraphs (a) to (c), though this may be varied at the Committee's discretion.
  - (e) The Chair may require persons to reappear before the Committee in the course of its deliberations.
  - (f) Exceptionally the Committee may consider the evidence of any party in private.
  - (g) The Chair may order the Committee to adjourn for a period not normally exceeding seven days for the purpose of receiving further evidence or for other good cause.
  - (h) The decision of the Appeal Committee shall be reached by a majority vote of the members of the Committee and shall be announced as the decision of the Committee. The Chair shall have an additional casting vote.
  - (i) The votes of individual Committee members shall be treated as confidential.
  - (j) The decision of the Committee is final.
- 2.15 Pending the convening and the decision of the Appeal Committee the student making the appeal shall have the right to attend classes and sit examinations.
- 2.16 The Director of Students and Education will notify, in writing, the student making the appeal and the relevant Head of School of the decision of the Committee within seven days of the meeting at which the final decision is reached. In communicating the decision of the Appeal Committee, the Director of Students and Education shall indicate the grounds upon which the decision has been based.
- 2.17 Proceedings of the Appeal Committee shall normally be held in private, unless the student her/himself wishes a hearing to be held in public. The Chair of the Appeal Committee has the absolute discretion to accept or reject a request from the student for the hearing to be held in public.

### **3. Removal of a student from an external environment**

- 3.1 Students undertaking a placement or a period of study or practical training in an external working or educational environment have a responsibility to conform to the regulations, policies and expected standards of behaviour and competence of that external environment. Examples of such external environments may include:
- (a) hospitals, GP clinics, dental surgeries and other NHS facilities;
  - (b) schools;
  - (c) other UK HEIs;
  - (d) overseas HEIs;

- (e) offices and other industrial facilities.
- 3.2 A student undertaking a placement may be removed without notice from that environment at the discretion of the authorised supervisor within that environment, where the authorised supervisor forms the view that the student is failing to conform to such requirements, or for any other reason. Examples of failure to conform to such requirements may include:
- (a) behaviour which is deemed offensive or unacceptable in the external environment;
  - (b) behaviour or actions in breach of the regulations of the external environment;
  - (c) demonstration of a health condition which would render the student unsuitable or unsafe to continue in the external environment;
  - (d) demonstration of a level of competence which would compromise the professional standards of the external environment;
  - (e) failure to observe health and safety requirements of the external environment.
- 3.3 Where a student is removed from an external environment under Regulation 3.2 above, the Head of School will be notified and, where possible and appropriate, will make arrangements for the student to undertake an alternative placement, in accordance with the procedures and practice of that School relating to the programme of study.
- 3.4 The removal from the external environment may be temporary, for a specified period, or permanent (see Regulations 3.5 and 3.6 below).
- 3.5 Where the removal is temporary or for a specified period, conditions may be placed on the student before re-entry to the working environment will be permitted. Such conditions will constitute a written warning under Regulation 1.5 above.
- 3.6 Where the Head of School forms the view that it would not be appropriate for the student to undertake an alternative placement due to matters arising from the removal that would require investigation under B3 *Misconduct regulations* and/or referral under B5 *Fitness for registration and practise regulations*, the student's removal from the working environment will be confirmed as temporary pending the outcome of proceedings under these regulations. Following the outcome of the proceedings under B3 *Misconduct regulations* and/or B5 *Fitness for registration and practise regulations*, the Head of School will confirm the status of the student's removal from the working environment. Where the removal is confirmed as permanent and the student is unable to complete the programme of study the student's registration will be terminated.
- 3.7 Before taking any action under Regulation 3.6 above, the Head of School shall consult with any relevant Heads of Department, tutors and supervisors, and will take into account any relevant representations made by the student, or made on the student's behalf by appropriate members of staff.
- 4. The Office of the Independent Adjudicator for Higher Education (OIA)**
- 4.1 Student members of the College are entitled to ask the OIA to consider any unresolved complaint against the College. For further information see Appendix 3.





## **B5 Fitness for registration and practise regulations**

### **1. Introduction**

- 1.1 The College has a particular responsibility in respect of students who are following a programme of study leading to a professional qualification which is registrable with a statutory regulatory body.
- 1.2 In addition to conferring the appropriate qualification, the College must be satisfied that the student would be a safe and suitable entrant to the given profession, and thus would be fit for registration and fit to practise.
- 1.3 In order that the College may discharge these responsibilities, these regulations are specific to students following a course of study leading to the following professional qualifications:
- (a) All programmes in Midwifery with registration
  - (b) All programmes in Nursing with registration
  - (c) BSc Nutrition and Dietetics
  - (d) BSc Physiotherapy
  - (e) MSc Physiotherapy
  - (f) MB BS
  - (g) BDS
  - (h) PGDip Dietetics
  - (i) MSc Dietetics
  - (j) PGCE Postgraduate Certificate in Education
  - (k) PCE Professional Graduate Certificate in Education
  - (l) MPharm
  - (m) DClinPsych
- 1.4 These regulations do not apply to students who already hold a professional qualification which is registrable with a professional, statutory or regulatory body, unless they are also following a programme of study leading to one of the professional qualifications listed in Regulation 1.3 above. However, nothing in these regulations shall prevent the College from informing a professional, statutory or regulatory body about a student who is already registered with that body, where:
- (a) the student has been found guilty of misconduct by an Examinations Misconduct Committee or a Disciplinary Committee under *B3 Misconduct Regulations*; or
  - (b) the student demonstrates behaviour and/or health issues which do not constitute misconduct under the terms of *B3 Misconduct Regulations*, but raise issues of their fitness for registration and practise; and
  - (c) there is a legal obligation to inform the professional, statutory or regulatory body about the matters covered by (a) and (b), or in the judgment of the Principal it would be in the public interest to do so.

### **2. Foundation Year One**

- 2.1 These regulations also apply to MB BS graduates of the College during their Foundation Year One training, as the College is responsible for ensuring that such graduates are following an approved training programme and for certifying successful completion of this training programme. This certification entitles full registration with the General Medical Council.

2.2 For the purpose of these regulations, the term 'student' shall include Foundation Year One students as noted in Regulation 2.1 above.

2.3 For the purpose of these regulations, the term 'programme of study' shall include the Foundation Year One training.

### **3. Definition and remit**

3.1 A student shall be deemed to be unfit for registration and practise if s/he is found by the Fitness to Practise Committee to demonstrate any health condition, behaviour or attitude which would render that student a person not fit to be admitted to and practise the given profession.

3.2 Failings in academic performance shall not fall within the remit of these regulations, but instead should be dealt with under the provisions of A3 *Regulations for taught programmes* and B4 *Academic progress regulations*.

### **4. Emergency powers**

4.1 Nothing in these regulations will prevent the Principal from taking action under her/his Emergency Powers (see B7 *The Principal's emergency powers to suspend and exclude students*).

### **5. Delegation**

5.1 The Principal may delegate her/his powers under these regulations to a Vice-Principal either generally or in respect of a particular case, providing always that any person to whom these powers may be delegated will be in a position to act and be seen to act impartially, either generally or in respect of a particular case.

5.2 The Director of Students and Education may delegate to another senior administrative officer any or all of the responsibilities ascribed to the Director of Students and Education in these regulations.

### **6. Representation**

6.1 A student facing an allegation of being unfit for registration and practise may be represented at any point in the proceedings by another College member or a member of the student's professional organisation (where applicable).

6.2 The student may also be accompanied by a family member or a friend (either from inside or outside the College) but that person will not be allowed to speak on the student's behalf. However, the Chair of the Fitness to Practise Committee or Appeal Hearing Committee will have the discretion to consider representations from the student for the friend or family member to make a statement.

6.3 If the student is to be represented and/or accompanied the name(s) of the person/persons who is/are to attend must be received in writing by the Director of Students and Education at least 48 hours in advance of the hearing. The Fitness to Practise Committee or Appeal Hearing Committee has the discretion to refuse to permit a representative or friend or family member to attend where prior written notice has not been given.

- 6.4 If a student wishes to be represented by an individual not listed in Regulation 6.1 above they should make representations to the Chair of the Fitness to Practise Committee or Appeal Hearing Committee. The Chair of the Fitness to Practise Committee or Appeal Hearing Committee has the absolute discretion to accept or reject an application for alternative representation and her/his decision will be final.

## **7. Confidentiality**

- 7.1 The College will do all in its power to limit the disclosure of information as is consistent with conducting an investigation and the provisions of the Human Rights Act, the Data Protection Act, the Freedom of Information Act and any other relevant legislation.
- 7.2 All proceedings of the Fitness to Practise Committee will normally be held in private.

## **8. Communications between the College and the student**

- 8.1 All correspondence concerning proceedings under these *Regulations* will be sent to the last term-time address notified by the student to the College by first-class post. In addition, correspondence may also be sent by hand or by recorded delivery, and/or to the last home address notified by the student to the College, and/or to the student's King's College email address and/or to any personal email address notified by the student to the College.

## **9. Attendance**

- 9.1 None of the proceedings outlined in these *Regulations* will be invalidated or postponed by reason of absence from any hearing of any party called to attend, provided that both the student against whom a case has been made and the Head of School bringing the case have been sent written notice of the hearing and provided that those conducting the hearing believe that all the evidence and representations are before it. In the event that a student has indicated that s/he will attend but then cannot do so for good reason, an adjournment would generally be considered.

## **10. Referral to the Fitness to Practise Committee**

- 10.1 There shall be two possible routes of referral to the Fitness to Practise Committee:
- (a) *Misconduct*: where a student faces an allegation of misconduct under the terms of B3 *Misconduct regulations*, the case shall be considered by either the Examinations Misconduct Committee or the Disciplinary Committee, as appropriate. Where such a student is found guilty of misconduct, the findings of the committee shall be notified to the appropriate Head of School. The School shall consider the findings, in accordance with the School's fitness to practise procedures, to determine whether the case should be referred to the Director of Students and Education for consideration by the Fitness to Practise Committee.
  - (b) *Other matters justifying referral*: where a student demonstrates behaviour and/or health issues which do not constitute misconduct under the terms of B3 *Misconduct regulations* but raise issues of fitness for registration and practise, the School shall investigate internally, in accordance with the School's fitness to practise procedures, and determine whether the case should be referred to the Director of Students and Education for consideration by the Fitness to Practise Committee.

Where the School determines that a case should be referred for consideration by the Fitness to Practise Committee, the School shall notify the Director of Students and Education in writing as soon as possible.

- 10.2 The Director of Students and Education may only act in those cases that have been notified to her/him under Regulations 10.1 (a) or 10.1 (b).
- 10.3 Upon receiving notification from the Head of School, the Director of Students and Education shall convene a meeting of the Fitness to Practise Committee.
- 10.4 Where a case is referred to the Director of Students and Education under Regulations 10.1 (a) and the student is appealing the findings of the Examination Misconduct Committee or the Disciplinary Committee, the Director of Students and Education shall not take action to convene a meeting of the Fitness to Practise Committee until the appeal has been heard, and subject to the provision that the Appeal Committee, under the provisions of B3 *Misconduct regulations*, has rejected the appeal.

## **11. Fitness to Practise Committee**

- 11.1 The terms of reference of the Fitness to Practise Committee shall be:

- (a) to consider cases referred to it by the Director of Students and Education;
- (b) to determine, on the basis of the findings and evidence presented to it, whether students referred to it are unfit for registration and practise;
- (c) to make orders as set out in Regulations 13.2 and 13.3 below; and
- (d) to advise the Academic Board on issues relating to fitness for registration and practise.

In reaching a view with regard to fitness for registration and practise, the Committee shall take account of any relevant codes of practise or guidelines issued by the appropriate regulatory body.

- 11.2 The membership of the Fitness to Practise Committee shall be:

- (a) a Chair, who shall be appointed by the Principal;
- (b) two professional members, who shall be senior members of the given profession. The professional members may, but need not, be members of the academic staff of the College or of any other higher education institution;
- (c) one further member, who shall be a member of the academic staff of the College from a School other than that in which the student is registered and shall not be a member of any profession which falls within the remit of these regulations. The role of this member is to represent the interests of the general public.

No one will serve on the Fitness to Practise Committee who has prior knowledge of the case to be considered or who has other knowledge of, or prior contact with, the student which might cause the person to be biased against the student who is before the Committee.

- 11.3 All members must be present for a hearing of the Fitness to Practise Committee.

## **12. Fitness to practise hearing procedure**

- 12.1 The Director of Students and Education will write to both the Head of School bringing the case and the student against whom the case is being brought, normally giving both parties at least 28 days notice of the hearing and inviting submissions of documentary evidence and names of any witnesses the parties will be calling. The term 'witness' includes any person who is able to offer an informed opinion on the case being heard.
- 12.2 Neither the student nor the Committee may challenge the findings as previously determined by either the Examinations Misconduct Committee or the Disciplinary Committee.
- 12.3 Both the Head of School and the student may present documentary evidence or call witnesses. The names of witnesses and all documentary material, including written witness evidence, must be submitted by the Head of School to the Director of Students and Education normally at least 21 days in advance of the hearing. This material will be sent immediately to the student against whom the case is being brought. The names of witnesses and all documentary material, including written witness evidence, must be submitted by the student to the Director of Students and Education normally at least ten days in advance of the hearing.
- 12.4 The names of all witnesses and copies of all documentary evidence to be presented shall be sent to the Committee members and to both parties by the Director of Students and Education normally at least five days before the hearing date.
- 12.5 For the purpose of the hearing, a decision by the Committee on any point of procedure will be binding.
- 12.6 Both the Head of School (or her/his nominee) and the student will have the right to be present throughout the hearing except as provided for in Regulation 12.10 below.
- 12.7 The Head of School, or her/his nominee, will present the School's case to the Committee. The student (or her/his representative) will be invited to reply. Either party may call witnesses and present documentary evidence, provided that any such evidence or the names of witnesses had previously been received by the Director of Students and Education and made available to the other party.
- 12.8 The Committee may also call upon other persons (whether members of the College or not) to provide advice on specific aspects of the case, either in person or in writing, provided that the names of any such persons have previously been made available to all parties.
- 12.9 The Committee may ask questions of all those called before it, and the Head of School or the student may raise questions through the Chair of the Committee.
- 12.10 The Committee may, at its discretion, at any time during the proceedings order the room to be vacated, or members may themselves retire to another room for private discussions. Only the Committee and the Secretary will be entitled to be present at such times.
- 12.11 At the conclusion of the presentations and the questions, the student may address the Committee and the Chair may make a statement.
- 12.12 The Committee will consider its verdict and order in private.

- 12.13 At any time during the proceedings, the Chair may order the Committee to adjourn, for a period not normally exceeding seven days, for the purpose of deciding on the verdict or order to be made or for other good cause.
- 12.14 All decisions of the Committee will be reached by a majority vote of the Committee members but will be announced as a decision of the Committee. The votes of the individual Committee members will be treated as confidential. In the event of a tie, the Chair will have an additional casting vote.
- 12.15 The Chair of the Committee will announce the decision and order and indicate the grounds on which the decision has been reached. A written copy of the decision and order will normally be sent out to the student within seven days of the date of the decision being announced.

### **13. Outcome of hearings**

- 13.1 Based on the previously determined findings and the evidence submitted to the Committee, the Committee is required to reach one of the following decisions:

- (a) that the student is unfit for registration and practise;
- (b) that the student is not unfit for registration and practise.

A student under consideration by the Fitness to Practise Committee shall be presumed to be 'not unfit' unless 'unfitness' can be proven to the satisfaction of the Committee.

- 13.2 Where the Committee finds that the student is unfit for registration and practise, it will make one of the following orders:
- (a) that the student's registration on the programme of study be terminated;
  - (b) that the student's should undergo medical treatment or other appropriate remedial action, during which the student may be suspended. In such cases a time limit must be specified, and continuation on the programme shall be at the discretion of the Head of School and the Chair of the Fitness to Practise Committee. Where the student is not permitted to continue, the studentship will be terminated.
- 13.3 Where the Committee finds that the student is not unfit for registration and practise, no further action will be taken.
- 13.4 The decision and order, together with reasons for the Committee's decision, will be communicated to the student and the relevant Head of School and any other interested parties. A copy of the findings, decision and order will be placed on the student's file, and the student advised that the findings may be taken into consideration in the event of any future hearings by the Fitness to Practise Committee. Where a student's registration has been terminated on the grounds that s/he is unfit for registration and practise, the findings, decision and order will be communicated to the relevant regulatory body.

## 14. Appeal

- 14.1 Following a hearing by the Fitness to Practise Committee, an appeal submitted by the student against the decision of the Committee may be allowed, subject to the discretion of the Principal as specified in Regulations 14.3 and 14.4 below.
- 14.2 An appeal must be requested in writing and lodged with the Director of Students and Education on behalf of the Principal, within 14 days of the date of written notification of the decision which is to be the subject of the appeal. The grounds for the appeal must be clearly stated as part of the request and appropriate documentation supplied.
- 14.3 The Principal will allow an appeal to be heard if s/he is satisfied that either or both of the following criteria apply:
- (a) that there is new evidence that could not have been, or for good reason was not, made available at the time of the hearing;
  - (b) that evidence can be produced of significant procedural error on the part of the College before or during the hearing.
- 14.4 The Principal will have the discretion to take into account grounds other than those stated above in deciding whether to allow an appeal to be heard.
- 14.5 If the Principal decides to allow an appeal to be heard he will appoint an Appeal Committee. S/he will advise the student, in writing, of his decision on the appeal application, normally within 28 days of its receipt. In the event that an appeal is rejected, reasons will be given.
- 14.6 The Appeal Committee will have the following terms of reference:
- (a) to consider appeal cases referred to it by the Principal and determine whether the evidence is of sufficient significance to cast doubt upon the reliability of the decision arrived at by the original committee;
  - (b) to make orders as detailed in Regulation 14.18 below;
  - (c) to advise the Academic Board on issues relating to fitness for registration and practise.
- 14.7 The membership of the Appeal Committee shall be:
- (a) a Vice-Principal, or other senior staff member nominated by the Principal to chair Appeal Committees under these *Regulations* who will be the Chair;
  - (b) one member, appointed by the Principal from among the senior members of the College's academic staff;
  - (c) one member, appointed by the Principal from among the full-time trustees or part-time other student trustees of the Students' Union.

No member of the Appeal Committee will be:

- (d) a member of the Fitness to Practise Committee which made the decision against which the appeal is made;
- (e) a member of staff or student of the same School as the student;
- (f) someone who has been directly concerned with matters relating to the order;  
or
- (g) someone who has a direct interest in the case.



14.8 The quorum for the Appeal Committee will be three.

*Appeal Committee procedure*

14.9 For the purpose of the hearing, a decision by the Committee on any point of procedure will be binding.

14.10 The Director of Students and Education will send written notice of the Appeal date, together with copies of all papers to be considered by the Appeal Committee, to the student at least 14 days before the hearing date. If the student wishes to present any further evidence, this material must be supplied to the Director of Students and Education at least seven days before the Appeal date. The Director of Students and Education will supply the members of the Appeal Committee, at least seven days in advance of the hearing, with the grounds for appeal with supporting documentation, the papers presented at the hearing from which the appeal arises and a statement from the Head of School and/or Chair of the Fitness to Practise Committee in response to the grounds for appeal.

14.11 The student will have the right to be present during the hearing except as provided for in Regulation 14.14 below.

14.12 The student making the appeal or her/his representative will present her/his case against the decision.

14.13 The Appeal Committee will consider the documents outlined in Regulation 14.10 above and may call persons connected with the proceedings from which the appeal arises to address the Committee, provided that the names of any such persons have previously been made available to all parties.

14.14 The Appeal Committee may, at its discretion, at any time during the hearing of an appeal order the room to be vacated, or may itself move to another room for private discussion. Only the Committee and the Secretary to the hearing will be entitled to be present at such times.

14.15 The Appeal Committee will normally reach its decision without adjournment, but may adjourn for a period not exceeding seven days for the purpose of deciding on the order to be made upon the appeal.

14.16 The decision of the Appeal Committee will be reached by a majority vote of the members of the Committee and will be announced as the decision of the Committee. The votes of individual Committee members will be treated as confidential.

*Appeal Committee outcome*

14.17 The Appeal Committee may reject the appeal or uphold the appeal.

14.18 Where the Appeal Committee upholds the appeal, the Committee may order one of the following measures:

- (a) that the decision of the Fitness to Practise Committee be set aside and that the Fitness to Practise Committee re-hear the case;
- (b) that the decision and/or order of the Fitness to Practise Committee be modified or reversed.

14.19 The decision and order of the Appeal Committee, together with its reasons, will be announced by the Chair and will be sent in writing normally within seven days of the appeal hearing to the student, and to the Chair of the Fitness to Practise Committee

from which the appeal arose. In communicating the decision of the Appeal Committee, the Chair will indicate the grounds upon which the decision is based.

14.20 A decision of the Appeal Committee will be final.

## **15. Emergency provisions**

- 15.1 A student may be removed without notice from an external working environment or clinical environment (eg hospital or school), at the discretion of the Head of School where, in his/her judgement, or in the judgement of authorised supervisors within that working environment, the behaviour of the student compromises the activities of that working environment. Students may also be suspended or excluded from the College under the Principal's Emergency Powers, referred to in Regulation 4.1 above.
- 15.2 Before taking action under Regulation 15.1 above, the Head of School will take account of records and reports and, as appropriate, consult with the appropriate Head of Department/Division, the student's tutor or supervisor and authorised supervisors in the working environment, and will take into account any relevant representations made by the student, or made on the student's behalf by appropriate members of staff.
- 15.3 Where a student is removed under Regulation 15.1 above, the student will be sent written notice by the Head of School, within three working days, of the reason(s) for the removal and confirmation of whether the case has been referred for commencement of proceedings under B3 *Misconduct regulations* or B5 *Fitness for registration and practise regulations*.
- 15.4 Where the behaviour of the student constitutes alleged misconduct, under the terms of B3 *Misconduct regulations*, within three working days of deciding to take action under Regulation 15.1 above, the Head of School must report the allegation to the Director of Students and Education for commencement of misconduct proceedings.
- 15.5 In all other cases, within three working days of deciding to take action under Regulation 15.1 above, the Head of School must report the allegation to the Director of Students and Education for commencement of Fitness to Practise proceedings.
- 15.6 Pending the convening and decision of the appropriate committee under either B3 *Misconduct regulations* or B5 *Fitness for registration and practise regulations*, the student may attend classes and sit examinations, except where classes or examinations take place in an external working environment.

## **16. The Office of the Independent Adjudicator for Higher Education (OIA)**

- 16.1 Student members of the College are entitled to ask the OIA to consider any unresolved complaint against the College. For further information see Appendix 3.



## **B6 Student complaints procedure**

### **1. Introduction**

- 1.1 King's College London is committed to considering and investigating genuine complaints from students. The College defines a complaint as an expression of dissatisfaction that warrants a response and through this procedure provides a clear mechanism for that to happen. The College will review what led to the complaint and where appropriate seek an early resolution. Outcomes can also be used to improve services to all members of the College.
- 1.2 The basis of this procedure, which can be used when making a complaint within a School or Division or a central College service area, is that it is fair, efficient and transparent. The procedure has one informal and three formal elements:
  - (a) Stag One: local informal resolution (dealt with at the most local relevant level);
  - (b) Stage Two: investigation by relevant Head of Department, Division, School or service area, or equivalent;
  - (c) Stage Three: investigation by the Director of Students and Education;
  - (d) Stage Four: appeal.
- 1.3 The majority of cases are satisfactorily resolved through informal discussions without the need for a formal complaint to be made. To facilitate this, the College emphasises the importance of seeking a resolution through informal discussions at the earliest opportunity to avoid a protracted investigation. Where a complaint relates to the provision or delivery of a programme or part of a programme students are encouraged to use their course representative system in the first instance.
- 1.4 Where it is appropriate to make a complaint, the student should raise the matter her/himself; this procedure is not intended to be used by a third party making a complaint on behalf of a student.
- 1.5 The Director of Students and Education may depute to another senior administrative officer any or all of the responsibilities ascribed to the Director of Students and Education in these regulations.
- 1.6 The Vice-Principal (Education) may delegate their powers under these regulations to another Vice-Principal either generally or in respect of a particular case, providing always that any person to whom these powers may be delegated will be in a position to act and be seen to act impartially, either generally or in respect of a particular case.

### **2. Advice and guidance for students**

- 2.1 Students are encouraged to seek advice both prior to and during the use of the procedure from any of the following sources:
  - (a) their Personal Tutor or Graduate Tutor;
  - (b) a campus Welfare Adviser;
  - (c) the Disability Advisory Service;
  - (d) the Equalities Unit;
  - (e) a Students' Union Academic Caseworker;
  - (f) the Student Conduct and Appeals Office;
  - (g) a course or student representative;

- (h) their PhD or project supervisor;
- (i) the Graduate School Office;
- (j) a nominated person in the relevant service area, eg in Students and Education, Estates and Facilities, Library Services and Information Technology Services as appropriate.

### 3. Scope of the procedure

3.1 The *Student complaints procedure* can be used for complaints within the following areas, the consequences of which have an alleged adverse affect on the student wishing to make the complaint (the complainant):

- (a) provision or delivery of programmes or parts of programmes;
- (b) inadequate supervision on a PhD research degree programme;
- (c) inadequate services or facilities of the School/College;
- (d) decisions, actions or perceived lack of action taken by a member of College staff;
- (e) decisions, actions or perceived lack of action taken by a central College service; or a member of staff acting on its behalf.
- (f) complaints relating to discrimination, harassment or bullying. *The Guidance on harassment, bullying and discrimination for students* provides further information and support on making a complaint within these areas. In such cases students are also encouraged to seek advice from the Equalities Unit. Students can use the *Student complaints procedure* in cases where their complaint relates to the activities of a member of staff, or a College service, provision or facility. Students can further seek advice from the Equalities Unit where a complaint relates to another student, if related to bullying, harassment and discrimination, but any subsequent formal process for student complaints against other students will be investigated under B3 *Misconduct regulations* and will not be dealt with under these regulations (also see Regulation 3.2c below).

3.2 The *Student complaints procedure* does not cover the following areas:

- (a) Complaints arising from action taken under B3 *Misconduct regulations*. Students are referred to the appeal procedure provided in Regulation 8 of B3 *Misconduct regulations*.
- (b) Complaints arising from matters related to fitness to practice, academic progression, assessment or examination. Students are referred to the appeals procedures of the respective regulations; Regulation 14 of B5 *Fitness for registration and practise regulations*, Regulation 2 of B4 *Academic progress regulations*, Regulation 38 of A3 *Regulations for taught programmes* and Regulation 15 of A4 *Regulations for research degrees*. Students cannot use the *Student complaints procedure* following an unsuccessful appeal under the Regulations listed above. However, where an academic appeal submitted in accordance with the provisions of Regulation 38 of A3 *Regulations for taught programmes* is based, in the view of the Director of Students and Education, on a complaint not wholly related to the conduct of the assessment and which requires an investigation which falls outside the competence of the Board of Examiners then, at the discretion of the Director of Students and Education, those aspects of the appeal may be dealt with under the provisions of this *Student complaints procedure* before the findings are reported to the Board of Examiners. See Regulation 38.9 of A3 *Regulations for taught programmes* for further information.

- (c) Complaints relating to the activities of another student (including complaints related to bullying, harassment and discrimination by another student), which will be investigated as allegations of misconduct under B3 *Misconduct regulations*.

3.3 The scope of the Student complaints procedure extends to former students of the College, provided that any time limitations are observed (see Regulation 8 below).

#### **4. Complaints made without foundation, in bad faith or anonymously**

4.1 If the College considers that a student has brought a complaint under this procedure without foundation or in bad faith, the College will consider taking disciplinary action under B3 *Misconduct regulations*. Additionally the College will not consider anonymous complaints.

#### **5. Victimisation: declaration of intent**

5.1 Subject to the above the College undertakes that any student seeking to use this procedure will not be treated less favourably in her/his subsequent academic career, or College life, as a result of action taken to pursue an alleged complaint.

#### **6. Resolution of complaints**

6.1 Where a complaint is upheld in whole or in part, possible outcomes may include an apology, a clear explanation of the events or context that led to the incident in question, a change in procedures to ensure that the circumstances do not recur, referral of the complaint for consideration under another College procedure (e.g. the disciplinary procedures for academic and non-academic staff) or a combination of these or other outcomes.

6.2 Students who are seeking an academic resolution to their complaint, such as a change in progression outcome, should seek redress for their complaint through the appropriate College regulations (Regulation 38 of A3 *Regulations for taught programmes*, Regulation 15 of *Regulations for research degrees* and Regulation 2 of B4 *Academic progress regulations*) not the *Student complaints procedure*.

6.3 At each stage of the procedure, complainants will receive the reasons for the outcome of their complaint.

6.4 If at any stage in the investigation of a complaint, the person charged with investigating the complaint determines that the complaint should more appropriately be considered under another College procedure (e.g. the disciplinary procedures for academic and non-academic staff), they shall refer the complaint for consideration under that procedure. The student who has submitted the complaint shall be informed that the complaint has been referred to another College procedure and the reasons for the referral, to the extent that this information can be conveyed without prejudice to the rights of other parties. Any further action under the Student Complaints Procedure shall normally be halted pending the outcome of the process under the other College procedure.

#### **7. Confidentiality and record keeping**

7.1 The College will seek to do all within its power to limit the disclosure of information as is consistent with conducting a fair investigation and the implementation of any

recommendations following investigation into the complaint. However, if a student names another member of the College, then the person(s) named will normally have the right to know the complaint made against her/him in order to be able to reply to the complaint. This is consistent with the duties owed to the College's staff and students. If a student refuses to name a person who is relevant to their complaint, the College will not be able to consider or investigate the case.

- 7.2 Once a student has made a formal complaint, records will not be held on the student file but in the Student Conduct and Appeals Office. Heads of Department or Schools investigating a complaint will be able to keep their own informal notes as an aide memoir but these should not be held on the student file. Professional Service areas can retain records for a reasonable period as a way of monitoring service enhancement but original copies of formal complaints must be sent to the Student Conduct and Appeals Office.

## **8. Timescales**

- 8.1 This procedure outlines timescales within which the College and the student aim to work. Only in exceptional circumstances and at the discretion of the Director of Students and Education will the College accept complaints from students outside these timescales. The College endeavours to respond within the timescales that are outlined, but unfortunately this will not always be possible. In some cases an investigation might need to take longer than usual to ensure that all of the issues raised have been appropriately addressed. In addition there may be circumstances beyond the College's control, such as a relevant member of staff or a student being away from the College, where it may not be possible to adhere to the timescales it has set for itself and still carry out a proper investigation. Any delay must be communicated to all parties.
- 8.2 The complainant should raise the complaint at the earliest opportunity and in any case in respect of Stage Two (or Stage Three for complaints about discrimination bullying or harassment) no later than three months from the complainant being aware of the incident/ sequence of events giving rise to the complaint. Only exceptionally and at the discretion of the Director of Students and Education will the College consider a complaint raised after this deadline.

## **9. Stage One: local informal resolution**

- 9.1 The complainant should first of all raise the complaint informally with the relevant person at the earliest opportunity. In many cases the first point of contact will be the complainant's personal tutor, graduate tutor, senior tutor or programme tutor. Postgraduate research students can approach their first or second supervisor or the Head of Graduate Studies or equivalent in their School, Division or Department in the first instance. However if the complaint is in relation to a student's disability or bullying, harassment or discrimination it may be appropriate for the student to seek advice from the Disability Advisory Service/Equalities Unit in the first instance. Both staff and students can approach the Disability Advisory Service/Equalities Unit for advice.
- 9.2 If the complaint is to do with the conduct of services delivered by a central College department the complaint should initially be raised informally with the relevant line manager or Head of Section/Department.

- 9.3 If the complaint concerns the person nominated as the first point of contact, such as the personal tutor or the head of a service area, a complainant should seek advice as appropriate from the persons listed in Regulation 2.1 above.
- 9.4 The person nominated as the first point of contact, as defined above, will listen to and discuss informally the nature of the complaint. Although the nominated person(s) will not carry out a formal investigation they can advise on how the matter could be resolved swiftly and will keep informal notes for their own purposes.
- 9.5 If the outcome of the discussion is that no resolution can be agreed to the satisfaction of the complainant, they will be made aware of the opportunity to submit a formal complaint. Although not obliged, a complainant would normally be expected to wait for the outcome of the informal stage before making a formal complaint under Stage Two of this procedure. The nominated member of staff may themselves wish to refer the complainant to Stage Two of this procedure should they feel that the matter requires a more thorough investigation or the complaint appears to be particularly complex. If the complainant does not agree to submitting a formal complaint this is the end of the matter as far as this procedure is concerned.

**10. Stage Two: investigation by relevant Head of Department/Division, School or service area or equivalent**

- 10.1 Should a complaint not be dealt with informally to the satisfaction of the complainant s/he may initiate a formal complaint. Stage Two of the formal complaint procedure involves an investigation by the relevant Head of Department, Division, School or service area. In cases of discrimination, bullying or harassment, a complainant should bypass this stage and move directly to Stage Three.
- 10.2 The complainant must submit a completed Student Complaints Form (SCF) to the relevant Head of Department, Division, School or service area, or her/his nominee. The SCF will outline the nature of the complaint, steps that have been taken to resolve the issue, the timings involved to date and how the complainant wishes to see the complaint resolved. The Head of Department, Division, School or service area or her/his nominee will have up to 14 days to investigate and respond in writing to the complainant.
- 10.3 The investigation will include looking into the circumstances of the complaint as well as whether or not any members of staff involved followed published College, School or department procedures.
- 10.4 At the conclusion of the investigation the Head of Department, Division, School or service area will form a judgement on the merits of the complaint and will write to the complainant outlining her/his findings. The findings will include the judgement regarding the merits of the complaint and, if applicable, proposals for a resolution of the complaint and/or recommendations for further action arising from the complaint. The letter will also inform the complainant of the right to move to Stage Three of this procedure if s/he remains dissatisfied with the findings.
- 10.5 The Head of Department, Division, School or service area will send to the Director of Students and Education all relevant documentation, including the complainant's completed SCF and a copy of the letter of findings.



## **11. Stage Three: investigation by the Director of Students and Education**

- 11.1 Should a complaint not be dealt with at Stage Two (or Stage One in cases of discrimination, bullying or harassment) to the satisfaction of the complainant s/he may move to Stage Three of this procedure. Stage Three involves a formal investigation by the Director of Students and Education.
- 11.2 If the complaint relates to the conduct of the Director of Students and Education or to her/his office, the complaint shall be referred to the Head of Administration and College Secretary who will decide on an appropriate mechanism for investigation.
- 11.3 The complainant must submit the following to the Director of Students and Education, within 14 days of the date of the Stage Two letter of findings (or Stage One in cases of discrimination, bullying or discrimination):

*Complaints other than those relating to discrimination, bullying or harassment*

- (a) a copy of the original SCF;
- (b) a copy of the letter of findings received in response to the submission at Stage Two;

*All complaints*

- (c) a freshly completed SCF, explaining why s/he does not accept the outcome of Stage Two;
  - (d) all other relevant documentation that the complainant would like to be taken into consideration.
- 11.4 Except in cases of bullying, harassment or discrimination, a complaint will normally only be considered at Stage Three if evidence can be provided that Stage Two has been fully exhausted.
- 11.5 The Director of Students and Education (or such other investigator decided by the Head of Administration and College Secretary under paragraph 11.2 above) will conduct an investigation into the complaint. The investigation may involve interviewing the complainant and other persons directly involved. The Director of Students and Education may seek opinion and information from any person with an interest in or knowledge of the matter being complained about.
- 11.6 At the conclusion of the investigation, the Director of Students and Education will produce a written report. The report shall comprise (in addition to a summary of the complaint, the attempts made to resolve the complaint previously and the way in which the investigation was conducted), the Director of Students and Education's findings in relation to the complaint. The findings shall include the Director of Students and Education's judgement regarding the merits of the complaint, and, if applicable, proposals for a resolution of the complaint and/or recommendations for further action arising from the complaint.
- 11.7 The Director of Students and Education will send to the complainant a copy of her/his report, normally within 60 days of receipt of the SCF submitted at Stage Three of this procedure. The complainant will also be informed of the right to move to Stage Four of this procedure if s/he remains dissatisfied with the findings.

## **12. Stage Four: appeal**

- 12.1 An appeal against the findings of the Director of Students and Education may be allowed, subject to the discretion of the Vice-Principal (Education) or their nominee as specified in Regulation 12.3 below.
- 12.2 An appeal must be requested in writing and submitted to the Vice-Principal (Education) via the Student Conduct and Appeals Office within 14 days of receipt of written notification of the decision or the order which is to be the subject of the appeal. The grounds for the appeal must be clearly stated as part of the request and appropriate documentation supplied.
- 12.3 The Vice-Principal (Education) will allow an appeal to be heard if s/he is satisfied that either or both of the following criteria apply:
- (a) that there is new evidence that could not have been, or for good reason was not, made available at the time of the investigation by the Director of Students and Education and that sufficient evidence remains that the complaint warrants further consideration;
  - (b) that evidence can be produced of significant procedural error on the part of the College in investigating the complaint, and that sufficient evidence remains that the complaint warrants further consideration.
- 12.4 The Vice-Principal (Education) has discretion to take into account grounds (including grounds of compassion) other than those stated above in deciding whether to allow an appeal to be heard.
- 12.5 If the Vice Principal (Education) decides to allow an appeal to be heard s/he will appoint an Appeal Committee. S/he will normally advise the student, in writing, of his/her decision on the appeal application within 60 days of its receipt. If an appeal is rejected reasons will be given.
- 12.6 The terms of reference of the Appeal Committee shall be:
- (a) to consider appeal cases referred to it by the Vice Principal (Education ) and to determine whether the evidence is of sufficient significance to cast doubt upon the reliability of the decision arrived at during Stage Three;
  - (b) if the conditions of (a) are met, to make a judgment on the complaint and if appropriate proposals or recommendations for further actions.
- 12.7 The membership of the Appeal Committee shall be:
- (a) a Chair appointed by the Vice-Principal (Education) who will be a current or former Dean or Head or Deputy Head of School;
  - (b) one member, appointed by the Vice-Principal (Education) from senior academic or professional services College staff;
  - (c) a student member nominated by the Students' Union.
- 12.8 No member of the Appeal Committee will be a member of staff from a department of the College previously involved in the case; or someone who has been directly involved in the case.
- 12.9 The quorum for the Appeal Committee will be three.

- 12.10 All documentary evidence relating to the complaint and the hearing of the Committee shall be circulated to the Committee members, to the complainant and to all person(s) and/or Department(s) complained about not less than seven days prior to the hearing.
- 12.11 Such documentation shall include the following:
- (a) the composition of the Appeal Committee;
  - (b) the date, time and place of the hearing;
  - (c) a brief summary of the purpose of the hearing;
  - (d) all documentation submitted by the complainant at Stages One, Two and Three;
  - (e) the report of the Director of Students and Education (or other investigator) at Stage Three;
  - (f) the letter from the Vice-Principal (Education) at Stage Four confirming the reasons for the granting of the hearing;
  - (g) all written responses;
  - (h) any other documentation, correspondence or written submissions relevant to the hearing, including witness statements submitted at any stage prior to Stage Four.
- 12.12 The complainant and all person(s) and representatives of Departments complained about shall normally be expected to attend the hearing to give evidence. Any other persons may be asked to attend to give evidence, or for any other reason, if the Committee so wishes. The complainant and person(s) complained about shall have the right to invite a reasonable number of relevant witnesses to give evidence to the Committee. The names of any witnesses must be submitted to the Student Conduct and Appeals Office at least two working days prior to the hearing. The person(s) or Department(s) complained about will be notified by the Student Conduct and Appeals Office in advance of the hearing of the names of any witnesses which the complainant intends to invite. It is the complainant's responsibility to invite any witnesses they wish to attend, and it is the complaint's responsibility to ensure witnesses can attend, and provide them with any documentation. The appeal will not normally be postponed due to the unavailability of a witness, and any decision to postpone is the sole discretion of the Chair.
- 12.13 The complainant may be represented at the Committee by another College member or, where the complainant is registered on a programme with professional registration, a member of the relevant professional organisation.
- 12.14 The complainant may also be accompanied by a family member or a friend (either from inside or outside the College) but that person will not normally be allowed to speak on the student's behalf. However, the Committee will have the discretion to consider representations from the student for the friend or family member to make a statement.
- 12.15 If the complainant is to be represented and/or accompanied, the name(s) of the person/persons who is/are to attend must be received in writing by the Student Conduct and Appeals Office at least two working days prior to the hearing. The Committee has the discretion to refuse to permit a representative or friend or family member to attend where prior written notice has not been given.
- 12.16 If the complainant wishes to be represented by an individual not listed above s/he must make representations in writing to the Committee Chair via the Student Conduct and Appeals Office, at least two working days prior to the hearing. The

Committee Chair has the absolute discretion to accept or reject an application for alternative representation and her/his decision will be final.

- 12.17 Each party's evidence or statement(s) will be given in the presence of the other party/parties) involved in the dispute and, through the Chair, questions may be asked about each presentation by all parties. The Committee may also ask questions of all parties.
- 12.18 The Appeal Committee's findings shall be arrived at by a majority vote of the members of the Committee. All votes cast shall be confidential to the Committee and the decision shall be announced as the decision of the Committee. The Committee may have reason to adjourn for a specified period to allow for the collation of additional information that may have subsequently come to light. This will be at the discretion of the Chair.
- 12.19 The findings shall include the Committee's judgement regarding the merits of the complaint and, if applicable, proposals for the resolution of the complaint, recommendations for a review of procedures or practices that may have contributed to the complaint, or any further action arising from the complaint.
- 12.20 The Chair will give confidential written confirmation of the decision of the Committee to the complainant and to all named individuals or parties directly involved in the dispute (including the School, Division, Department or service area), normally within 14 days of the meeting at which the decision was made. The written confirmation will state the reasons for the decision made.
- 12.21 The decision of the Committee shall be final and will be the end of the internal procedure.
- 12.22 The Committee may make recommendations to the Vice-Principal (Education) concerning the implementation of a decision to resolve a complaint. The Committee may also make recommendations to the Director of Students and Education concerning possible action under the relevant provision(s) of B3 *Misconduct regulations* in the case of a student held to have brought forward an alleged complaint under this procedure without foundation, knowing the alleged complaint to be in bad faith. The Committee may make other relevant recommendations to the Vice-Principal (Education) or to the Director of Students and Education/ Director of the relevant Service Directorate, as appropriate. All outcomes will be recorded and monitored by the Student Conduct and Appeal Office.
- 12.23 The implementation of any recommendation of the Committee made under Regulation 12.19 above is at the discretion of the Vice-Principal (Education) or Director of Students and Education/relevant Director, as appropriate.

### **13. The Office of the Independent Adjudicator for Higher Education (OIA)**

- 13.1 Student members of the College are entitled to ask the OIA to consider any unresolved complaint against the College. For further information see Appendix 3.



## **B7 The Principal's emergency powers to suspend and exclude students**

### **1. Suspension and exclusion**

- 1.1 A student who is the subject of a complaint of misconduct or against whom a criminal charge is pending, or who is the subject of police investigation may be suspended or excluded by the Principal pending the disciplinary hearing or the trial.
- 1.2 A student who has breached their responsibilities under the College's policy statements on health, safety and environmental protection and/or is considered a danger to her/himself or others may be excluded or suspended by the Principal.
- 1.3 Failure by a student to comply with an order for suspension or exclusion will constitute misconduct under Regulation 1.1 of B3 *Misconduct regulations*.
- 1.4 The Principal may delegate her/his powers under these emergency provisions to a Vice-Principal or an Assistant Principal either generally or in respect of a particular case. When the Principal has delegated the power under these regulations a full report shall be made to the Principal of any suspension or exclusion.
- 1.5 Suspension involves a total prohibition on attendance at or access to the College and on any participation in College activities; but it may be subject to qualification, such as permission to attend for the purpose of an examination.
- 1.6 Exclusion involves selective restriction on attendance at or access to the College and selective prohibition on exercising the functions or duties of any office or committee membership in the College or the Students' Union, the exact details to be specified in writing.
- 1.7 Suspension will be used only where exclusion from specified activities or facilities is deemed to be inadequate.
- 1.8 An order of suspension or exclusion may include a requirement that the student should have no contact of any kind with a named person or persons.
- 1.9 Suspension or exclusion will not be used as a penalty. The power to suspend or exclude under this provision is to protect the members of the College community in general or a particular member or members, and the power shall be used only where the Principal or the person to whom the power has been delegated under Regulation 1.4 above is of the opinion that it is urgent and necessary to take such action. Written reasons for the decision shall be recorded and made available to the student.
- 1.10 Suspension or exclusion shall normally be with immediate effect. The reasons for the suspension or exclusion shall be communicated to the student who shall also be informed in writing of their immediate right to submit written representations. Representations must be received from the student within five working days of the date of the suspension or exclusion and will be reviewed within a further five working days of receipt by the persons provided in Regulation 1.11 below. Should the suspension or exclusion continue beyond that point, further representations from the student will be reviewed at 28 day intervals as provided in Regulations 1.11-1.12 below.

- 1.11 A decision to suspend, or exclude from academic activities associated with the student's programme of study (other than access to the Library), shall be subject to review, at the request of the student, where it has continued for 28 days. Such a review will not involve a hearing or submissions made in person, but the student shall be entitled to submit written representations as provided in Regulation 1.10 above. The review will be conducted by the Director of Students and Education and a Vice-Principal who did not make the original suspension or exclusion decision.
- 1.12 Following the review at Regulation 1.11 above, the Director of Students and Education and a Vice-Principal who did not make the original suspension or exclusion decision shall review the suspension or exclusion every 28 days thereafter in the light of any developments and of any representations made by the student or anyone else on her/his behalf.

# Section C

## Academic governance and management regulations



# C1 The Academic Board and its sub-structure<sup>1</sup>

## 1. Purpose

### 1.1 Article 8 of the College's Charter provides that:

"There shall be an Academic Board whose members shall be as prescribed in the Ordinances and it shall, subject to the powers of the Council prescribed in this Our Charter and the Statutes, be the body responsible under delegated authority from the Council for the regulation of the academic work of the College in teaching and examining and in research. It shall also advise the Council on academic matters affecting the Council."

## 2. Terms of reference

### 2.1 The Academic Board exercises its powers and duties as prescribed in Article 8 of the Charter and will conduct its business according to the following terms of reference:

- (a) to maintain and enhance the academic quality of the College's academic provision and to assure academic standards for all of its awards, in keeping with the College's strategic goals;
- (b) to award Degrees, Diplomas, Certificates and other academic distinctions in accordance with the prescriptions of the Charter, Statutes and Ordinances;
- (c) to approve award titles, programmes of study, and research programmes leading to an award;
- (d) to promote research and innovation within the College and to monitor the effective operation of key policies concerning research;
- (e) to make recommendations to the Council on any matters referred to the Academic Board by the Council or on any other matter relating to academic quality and standards assurance or institution-wide academic policy and strategy; thereby providing Council with access to the opinions of students and academic staff in such matters;
- (f) to establish Standing Committees as are appropriate for the expedient execution of business, clearly stating limits of delegated authority, responsibility and reporting arrangements in each case;
- (g) to regulate academic misconduct and student discipline;
- (h) to add, amend and revoke regulations, to manage its delegated responsibilities as laid down in the Charter, Statutes and Ordinances; and
- (i) to do such other acts or things as the Council shall authorise.

## 3. Chair

### 3.1 The Principal shall be the Chair of the Academic Board.

### 3.2 The Principal may appoint from amongst the academic members of the College a Deputy Chair to act in his absence.

## 4. Membership

### *Ex-officio members*

### 4.1 The Principal, Vice-Principals, the Reverend The Dean, and the President of the Students' Union are ex-officio members of the Academic Board.

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<sup>1</sup> The Academic Board and its sub-structure is shown in diagrammatic form in Appendix 4.

- 4.2 The Heads of Schools who are members of the Academic Board shall be the Heads of the Schools of King's College London as defined in Ordinance B3.
- 4.3 The Heads of Professional Services who are members of the Academic Board shall be the Head of Administration and College Secretary, the Director of Students and Education and the Director of Research Management.
- 4.4 The Assistant Principals, the Chairs of the Committees/Boards that report to the Academic Board, the Director of the King's Learning Institute and the Director of the Graduate School shall also be ex-officio members of the Academic Board.
- 4.5 When a Head of School is also an ex-officio member of the Academic Board in another capacity, eg as Chair of one of the Board's committees, the Head of School may appoint a deputy as a replacement member to the Board in the Head of School category. Acting Heads of Schools formally appointed as such shall be ex-officio members of the Academic Board for the period of their appointment.
- 4.6 Ex-officio members shall not be eligible to serve on the Academic Board under any other category of membership.

*Student members*

- 4.7 The student members shall number four.
- 4.8 One undergraduate student member and one postgraduate student member shall be elected by and from among the undergraduate and postgraduate students registered with the Schools of Arts and Humanities, Law, Natural and Mathematical Sciences, and Social Science and Public Policy.
- 4.9 One undergraduate student member and one postgraduate student member shall be elected by and from among the undergraduate and postgraduate students registered with the Schools of Biomedical Sciences, Nursing and Midwifery, Medicine, the Dental Institute and the Institute of Psychiatry.
- 4.10 The Students' Union of the College shall be responsible for the election of the student members, subject to the approval by the Academic Board of the method employed. Student members of the Academic Board shall be elected for one year and shall be eligible for re-election for one further year but not thereafter as student members.
- 4.11 A student member who fails to attend three consecutive meetings without good cause found acceptable by the Chair of the Board will be deemed to have resigned.

*School members<sup>2</sup>*

- 4.12 The other members shall number 27, three to be drawn from each School.
- 4.13 Each Head of School shall appoint one member who shall be a Professor, Reader or Senior Lecturer for a term not less than two academic years and not greater than four.

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<sup>2</sup> Throughout these Regulations the term "School" also includes the grouping of free standing Global Institutes and the English Language Centre which operate as a "virtual" School for the purposes of academic governance and quality assurance.

- 4.14 Two members will be elected by and from among the teaching and research staff of each School in accordance with the staff grades recognised for this purpose by the Academic Board, provided that at least one member from each School is drawn from the junior members of staff of the School.
- 4.15 Members in this category will be eligible to serve for a period of four years in the first instance and will be eligible for reappointment or re-election for a second or further period provided that there is an interval of at least one year between any two of these periods. However, members seeking reappointment or re-election having previously filled a casual vacancy will not be required to leave an interval of one year between appointments.
- 4.16 Members in this category who fail to attend three consecutive meetings will be required to demonstrate good cause for an absence; members who fail to attend meetings for twelve consecutive calendar months without good cause found acceptable by the Chair of the Board will be deemed to have resigned.
- 4.17 If an elected member in this category (see Regulation 4.14 above) is promoted and ceases to be eligible for office in the capacity in which s/he was elected s/he shall cease to be a member from the start of the next academic session.
- 4.18 The full membership of the Academic Board is given below.

***Ex-officio***

The Principal	1
The Vice-Principals	6
The Assistant Principals	1
The Reverend The Dean	1
Heads/Deans of Schools	9
The President of the Students' Union	1
Director of King's Learning Institute	1
Director of the Graduate School	1

***Heads of Professional Services***

Head of Administration and College Secretary	1
Director of Students and Education	1
Director of Research Management	1

***Chairs or Deputies of Academic Board sub-committees***

College Assessment Board	1
College Education Committee	1
College Research Committee	1

**Sub-total      27**

***Student members***

1 undergraduate and 1 postgraduate from each group of Schools (Health and Arts and Sciences)	4
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**Sub-total      4**

***School members***

Arts and Humanities	3
Biomedical Sciences	3
Dental Institute	3
Law	3
Medicine	3
Natural and Mathematical Sciences	3
Nursing and Midwifery	3
Institute of Psychiatry	3
Social Science and Public Policy	3
Global Institutes/English Language Centre	3

**Sub-total      30**

**Grand total    61**

***General provisions***

- 4.19 A member of the Academic Board shall immediately cease to be a member if, by notice in writing to the Secretary of the Board, s/he resigns her/his membership.
- 4.20 Ex-officio members of the Academic Board (see Regulations 4.1 to 4.6 above) and appointed members of the Academic Board (see Regulation 4.13 above) unable to attend a meeting may send a replacement providing that the Secretary is notified in advance of the meeting. Replacements will count for quoracy and have voting rights.
- 4.21 The Academic Board may from time to time propose adjustments to its membership. Such adjustments shall require the approval of the Council.
- 4.22 All members of the Academic Board shall have equal status, rights, powers and duties.
- 4.23 Except as provided for in Regulation 4.3 above, officers of the College whose attendance is required at meetings of the Academic Board shall attend meetings as officers of the College but not as members of the Academic Board.

**5. Meetings**

- 5.1 There shall be at least four ordinary meetings of the Academic Board in every academic year.
- 5.2 Extraordinary meetings of the Academic Board may be convened at any time by the Principal of the College. The Head of Administration and College Secretary shall call an extraordinary meeting of the Academic Board if requested to do so by the Council, or on receipt of a request signed by no less than one-third of the members of the Academic Board. The meeting shall be held no sooner than 10 days and within 21 days from receipt of the request. No business shall be transacted at an extraordinary meeting except that for which it has been convened.
- 5.3 In the absence of the Principal and the Deputy Chair, the Academic Board shall elect a Chair for that meeting.

## **6. Quoracy**

- 6.1 The quorum of a meeting of the Academic Board shall be as prescribed in the Ordinances which is a simple majority.

## **7. Voting**

- 7.1 When a vote is taken at a meeting of the Academic Board, each member of the Academic Board present shall have one vote and the votes of a majority of the members present and voting shall decide. If the voting is equal the Chair shall have an additional casting vote.

## **8. Conduct of business**

- 8.1 Subject to the provisions of the Charter, the Statutes, the Ordinances and these Regulations, the Academic Board may make standing orders governing the conduct of its meetings, and may otherwise regulate its own procedure.
- 8.2 Any proceedings of the Council, in so far as they affect matters within the competence of the Academic Board, shall be reported at the next meeting of the Board.
- 8.3 Under its terms of reference, the Academic Board may set up committees and ad hoc working groups, with or without power to set up subcommittees, to consider and report on any relevant matters (see Regulation 10 below).
- 8.4 Minutes shall be kept of all resolutions and proceedings of meetings of the Academic Board and of its committees and sub-committees and shall be submitted for approval at the next such meeting and when approved shall be signed by the Chair of that meeting.
- 8.5 The minutes of the Academic Board shall be available for inspection by members of the College subject to the limitations set out in Ordinance B9.
- 8.6 All members of the College may attend a meeting of the Academic Board as an observer except in the consideration of reserved items of business or when the Board determines that it shall meet in camera. Observers will be able to participate in discussions at the Chair's discretion.

## **9. Method of election for elected members in the School members category**

### *Eligibility*

- 9.1 Any teaching or research member of staff on a full-time, or percentage full-time, contract employed within a School within a junior or senior grade recognised for this purpose will be eligible to stand and vote in the elections under Regulation 4.14 above.

9.2 The grades recognised for this purpose shall be as follows:

- (a) Junior: Lecturer (Grade 6), Lecturer (Grade 7), Research Fellow, Research Associate, Research Assistant and their clinical equivalents; Teacher, Teaching Assistant, Senior Demonstrator, Demonstrator/Prosecutor; and those not employed by the College but having Recognised Teacher Status within a School of the College.
- (b) Senior: Professor, Reader and Senior Lecturer (and their clinical equivalents); Professorial Research Fellow, Principal Research Fellow and Senior Research Fellow.

*Conduct of elections*

9.3 The Secretary to the Academic Board shall organise the elections and shall be the Returning Officer.

9.4 Elections will be conducted by secret ballot by and from among the eligible members of the staff within each School.

9.5 To ensure that there is a junior member under Regulation 4.14 above, the ballot and election shall be organised as follows:

- (a) nominated staff from each School will be divided on the ballot into junior and senior;
- (b) each eligible School member will have two, non-transferable votes but only one vote may be cast for a senior nominee;
- (c) the outcome of each School election will be determined in the following order:
  - (i) the junior staff nominee with the most votes;
  - (ii) the next nominee, junior or senior, with the most votes.

## **10. Academic Board sub-structure**

10. Under its terms of reference (see Regulation 2.1(f) above) the Academic Board has established committees covering the follow activities, as specified in Article 8 of the College's Charter (see Regulation 1.1 above) which operate under the provisions of Regulations 11 - 19 below:

- (a) teaching
- (b) programme development and approval
- (c) examining
- (d) research

## **11. College Education Committee**

11.1 The College Education Committee will ensure that the College's academic provision for all programmes leading to an award of the College (or of the University of London where relevant) is of the highest quality and standard, and enhances students' learning experience. The Committee's modus operandi will facilitate risk-management approaches in relation to quality assurance. It will conduct its business according to the following terms of reference:

- (a) to formulate, approve and monitor policy and strategy for admissions, learning, teaching, supervision, assessment, student welfare, quality assurance and quality enhancement, to include collaborative, flexible and

- distributed and distance learning provision, taking into account best practice regionally, nationally and internationally across the sector;
- (b) to promote a culture of professional practice in learning, teaching and supervision so as to ensure the development of quality and effectiveness in teaching and supervisory practice;
  - (c) to monitor and evaluate processes to assure the quality and standards of programmes and to analyse relevant performance indicators in relation to student performance and achievement;
  - (d) to evaluate and enhance the quality of students' learning opportunities and learning experiences;
  - (e) to oversee the implementation of College and School learning and teaching strategies and the monitoring of targets;
  - (f) to consider for approval reports from periodic programme review and to discuss and approve actions relating to these reviews;
  - (g) to discuss and agree actions to be taken in relation to the quality assurance and monitoring activity of external agencies, including: HEFCE, QAA, Ofsted, PSRBs, NHS, HE Academy, Research Councils, and to monitor follow-up actions as required;
  - (h) to monitor the equality and diversity dimensions of learning and teaching;
  - (i) to receive reports, including annual monitoring reports from School committees as required;
  - (j) to receive reports from the College Assessment Board on its activity and to work with the Board on matters of mutual interest;
  - (k) to report as required to the Academic Board;
  - (l) to set up a sub-structure as required to undertake specific tasks relating to quality assurance and quality enhancement for report back to the Committee. Such a sub-structure to comprise as necessary standing bodies or bodies established for a one-off specific purpose.

11.2 The membership of the College Education Committee shall be:

- (a) a Chair who shall be the Vice-Principal (Education);
- (b) one member nominated by each School and one member to represent the Global Institutes/English Language Centre; a second member to be nominated as an alternate to attend if required
- (c) ex officio members as follows:
  - (i) Director of the Graduate School
  - (ii) Head of Taught Postgraduate Studies
  - (iii) Director of King's Learning Institute
  - (iv) Director of Technology Enhanced Learning
  - (v) Chair of the College Assessment Board
  - (vi) three nominees from the Students' Union

The Committee may co-opt additional staff as necessary.

The following shall be in attendance:

- (a) Director of Students and Education
- (b) Head of Quality and Academic Support
- (c) Director of Student Services
- (d) Director of Library Services and Employability
- (e) Director of Estates and Facilities (or nominee)
- (f) Head of Postgraduate Policy & Operation
- (g) Senior Administrator (Quality Assurance)
- (h) other officers of the College as required

If members cannot attend a particular meeting they can send an alternate to attend in their place. In the case of members representing Schools and the Global Institutes/English Language Centre the alternate member should be a member of academic staff.

- 11.3 There shall be at least six meetings of the College Education Committee in every academic year.
- 11.4 The Taught Postgraduate Sub-Committee and Students Opportunity and Skills Sub-Committee is established under Regulation 11.1(l) above. The Postgraduate Research Students Sub-Committee is established under Regulation 11.1 (l) above and has a dual reporting line to the College Education Committee and the College Research Committee.

## **12. College Assessment Board**

- 12.1 The College Assessment Board will have specific responsibility for advising the Academic Board on the conduct of the College's assessment processes and for the strategic development of assessment policy. It will conduct its business according to the following terms of reference:

- (a) to ensure that the procedures for the examination and assessment of programmes of study within the College are conducted in accordance with College regulations and in a manner which is fair, impartial and consistent;
- (b) to advise the Academic Board on matters concerning College examination policy and procedures;
- (c) to advise the Academic Board and/or College Education Committee on matters concerning quality assurance procedures and on the monitoring of standards as they apply to examination and assessment processes;
- (d) to formulate policies and strategies on matters of assessment;
- (e) to design and pilot innovative assessment processes;
- (f) to receive notice of proposed amendments to examination/assessment regulations and to advise the Academic Board on such proposals;
- (g) to receive award data and make recommendations on any issues raised;
- (h) to receive an overview of External Examiners' reports;
- (i) to receive and scrutinise the annual report from the Research Degrees Examination Board;
- (j) to receive and scrutinise the annual report from the Examinations Office (to include a report from Personalised Examination Provision Committee);
- (k) to receive and scrutinise the annual report from School annual reports in relation to assessment issues;
- (l) to receive and approve the results from the Study Abroad Board of Examiners;
- (m) to monitor the appointment of all Internal and External Examiners to ensure that Boards are compliant with relevant membership regulations;
- (n) to report as required to the Academic Board;
- (o) to liaise with the College Education Committee on matters of mutual interest.

- 12.2 The membership of the College Assessment Board shall be:

- (a) a Chair, nominated by the Chair of the Academic Board;
- (b) a Deputy Chair, nominated from among the members of the College Assessment Board;



- (c) one member nominated by each School and one member to represent the Global Institutes/English Language Centre; a second member to be nominated as an alternate to attend if required
- (d) the Chair of the Research Degrees Examination Board;
- (e) the Director of Technology Enhanced Learning;
- (f) one member to represent King's Learning Institute;
- (g) one representative from the Students' Union.

The following shall be in attendance:

- (a) Head of Quality and Academic Support
- (b) Senior Assistant Registrar (Examinations)
- (c) Assistant Registrar (Assessment)
- (d) other officers of the College as required

If members cannot attend a particular meeting they can send an alternate to attend in their place. In the case of members representing Schools and the Global Institutes/English Language Centre the alternate member should be a member of academic staff.

- 12.3 There shall be at least five meetings of the College Assessment Board in every academic year.
- 12.4 The governance structure for assessment also includes School Boards of Examiners, the Research Degrees Examination Board, the Personalised Examination Provision Committee (PEPC) which all report to the College Assessment Board. In addition, Programme Boards of Examiners report to School Boards of Examiners.
- 12.5 The quorum of a meeting of the College Assessment Board shall be:
  - (a) the Chair or Deputy Chair;
  - (b) one third of the internal membership of the Board eligible to vote.

### **13. School Boards of Examiners**

- 13.1 According to provision within the School, there shall normally be within each School of the College a School Board of Examiners with responsibility for undergraduate programmes and a School Board of Examiners with responsibility for taught postgraduate programmes, which includes the taught element of professional doctorate degrees and the options element of the MPhilStud.
- 13.2 In the case of single-department Schools for whose undergraduate degrees there is a single Board of Examiners, the undergraduate School Board of Examiners and the Board of Examiners for the undergraduate programme(s) concerned shall be one and the same and shall report directly to the College Assessment Board.
- 13.3 In the cases of undergraduate programmes in Medicine and in Dentistry the School Boards of Examiners shall have responsibility for ensuring that a Board of Examiners is established for each relevant subdivision or part of the programme of study. Such Boards of Examiners ('Part Boards of Examiners') shall have the status of Programme Boards of Examiners.
- 13.4 In the case of Schools for whose postgraduate degrees there is a single Board of Examiners, the postgraduate School Board of Examiners and the Board of Examiners for the postgraduate programme(s) concerned shall be one and the same and shall report directly to the College Assessment Board.

- 13.5 A School Board of Examiners shall be responsible for ensuring that examination and assessment procedures within the School are carried out in accordance with College regulations and those governing the programmes registered within the School, whether at undergraduate or taught postgraduate levels, and in a fair and impartial manner. School Boards of Examiners will conduct their business according to the following terms of reference:
- (a) to be responsible for ensuring that a Programme Board of Examiners is established for each programme of studies registered within the School which leads to an award and that Internal and External Examiners are nominated to serve on each Programme Board of Examiners for which the School is responsible in accordance with College regulations and procedures;<sup>3</sup>
  - (b) to recommend marking schemes for submission to the College Assessment Board;
  - (c) to approve the recommendations of the Programme Boards of Examiners for which it is responsible for results and awards;
  - (d) to consider, on the recommendation of the Programme Boards of Examiners, individual student's circumstances as they affect her/his examination, especially where these concern the final recommendation for an award;
  - (e) to consider recommendations for aegrotat applications from Programme Boards of Examiners;
  - (f) to receive the minutes of the meetings of the Programme Boards of Examiners for which it is responsible;
  - (g) to receive and consider responses made by the Programme Boards of Examiners for which it is responsible to External Examiners' reports;
  - (h) to receive reports from the Programme Boards of Examiners for which it is responsible on matters concerning examination policy and procedures;
  - (i) to endorse applications for suspensions of regulations from Programme Boards of Examiners for which it is responsible;
  - (j) to report as required to the College Assessment Board on any relevant matters and to report on action taken to address points raised in External Examiners' reports and on those concerning examination policy and procedures as part of the School annual reports to the College Education Committee.
- 13.6 The membership of a School Board of Examiners shall normally be:
- (a) a Chair, appointed by the Head of School for a period of three years with a two year extension option to be approved by the Head of School. On completion, a Chair will not normally be eligible for re-appointment until a further two years interval have elapsed;
  - (b) a Deputy Chair, appointed by the Head of School from among the members of the School Board of Examiners in preparation to be the next Chair;
  - (c) other members, who shall be the Chairmen of the Boards of Examiners responsible for examining undergraduate/taught postgraduate programmes within the School;
  - (d) the Senior Tutor or her/his nominee may be co-opted into membership as appropriate.
- 13.7 With the exception of Inspectors appointed under Act of Parliament for examinations leading to registrable qualifications, no persons other than the members and

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<sup>3</sup> See Regulation 13.3 above for special provisions for undergraduate School Boards of Examiners in Medicine and Dentistry.

designated administrative staff shall be permitted to attend meetings of any Board of Examiners, except that Assessors may be invited to attend for discussion as required by the Chair.

- 13.8 In single-department Schools, those in which there is a single undergraduate degree programme or those with a single Board of Examiners (see Regulations 13.2 and 13.4 above), category 13.6(c) above shall be constituted according to the appropriate subdivisions recommended by the School Board of Examiners and approved by the College Assessment Board. In such cases, the External Examiners may also be members of the School Board of Examiners with full rights of membership including voting rights.
- 13.9 The Chair of a Board of Examiners shall be responsible for all arrangements relating to the meetings of examiners. The Chair shall ensure that a proper record is kept of the proceedings and decisions of the Board of Examiners; that the confidentiality of such proceedings and decisions and the record of them are preserved; and that a copy of the confidential record is passed to the Directorate of Students and Education.
- 13.10 Subject only to the provisions of Regulation 15.6 below and Regulation 25.25 of A3 *Regulations for taught programmes*, the quorum for any meeting of a Board of Examiners held to determine the final recommendations on examinations/assessment, as specified in Regulation 13.5(c) above for School Boards operating in accordance with Regulation 13.2 above, shall be:
- (a) the Chair or Deputy Chair;
  - (b) the External Examiner(s);
  - (c) one half of the internal membership of the Board eligible to vote.
- 13.11 At all other meetings of a Board of Examiners, the quorum shall be:
- (a) the Chair or Deputy Chair;
  - (b) one-third of the total voting membership (which includes External Examiners for School Boards as constituted according to Regulation 13.8 above).
- 13.12 Decisions of the School Board of Examiners shall be arrived at by a majority vote of Examiners present and eligible to vote. The Chair shall have an additional casting vote.
- 13.13 A School Board of Examiners shall meet at least three times in each academic year or as often as may be necessary to conduct its business.

#### **14. Programme Boards of Examiners**

- 14.1 For each undergraduate and taught postgraduate programme of study leading to an award there shall be a Programme Board of Examiners. Where appropriate, programmes should be grouped for convenience under a single named Board of Examiners. Programmes may be taught by more than one School but will be registered with a single School which will have responsibility for the examination of students registered on the programme concerned.
- 14.2 Each Programme Board of Examiners shall report in the first instance to the School Board of Examiners. In the cases of combined or joint honours degrees or those grouped under a single Board (see Regulation 14.1 above), the Board of Examiners

shall report to the School Board of Examiners for the School in which the programme is registered.

- 14.3 Boards of Examiners are appointed annually to act for examinations to be held in the year beginning 1 September, or 1 January for Masters degrees organised on a calendar year basis. The Directorate of Students and Education shall keep a record of the membership of all Boards of Examiners.
- 14.4 A Programme Board of Examiners shall be responsible for ensuring that the examination and assessment procedures for the award(s) for which it is responsible are carried out in accordance with the regulations governing the programme(s) and award(s) concerned and other relevant College regulations and in a fair and impartial manner. Programme Boards of Examiners will conduct their business according to the following terms of reference:
- (a) to nominate External Examiners for approval by the relevant School Board of Examiners, or, where relevant, the College Assessment Board;
  - (b) ensure that new External Examiners are briefed on their role and receive an appropriate induction;
  - (c) to provide External Examiners with appropriate information relating to the programme of study on an annual basis;
  - (d) to be responsible for the setting, scrutiny and approval of examination papers and other assessments for which it is responsible as required by the relevant regulations;
  - (e) to determine the final recommendations on examinations/assessments for awards for which it is responsible on:
    - (i) the results of individual examinations/assessments;
    - (ii) the pass lists;
    - (iii) the classification (where appropriate) for each student who is recommended for an award; and
    - (iv) make such recommendations to the relevant School Board of Examiners;
  - (f) to consider cases for reassessment according to the policy determined by the relevant School Board of Examiners;
  - (g) to consider cases made on grounds of illness or other extenuating circumstance affecting a student's examination, including recommendations for aegrotat degrees, deferral of examination/assessment and to make recommendations on such cases to the relevant School Board of Examiners;
  - (h) to advise the relevant School Board and/or body responsible for progression within the School on matters concerning the progression of students within its purview;
  - (i) to keep formal minutes, in accordance with College guidance, of the proceedings of each formal meeting of the Board of Examiners, including recording the attendance of External Examiners, and of decisions reached, including those concerning individual students and those concerning examination policy and procedures, for report to the School Board of Examiners;
  - (j) to deal with matters raised in External Examiners' reports, respond formally to External Examiners on action being taken in response to their reports and report such action to the relevant School Board of Examiners;
  - (k) to report to the relevant School Board on issues concerning procedural and regulatory matters (for example, appeals against decisions of Boards of Examiners, examination irregularities/offences) and action taken in such cases;
  - (l) to consider requests for suspension of regulations, as appropriate;

- (m) to meet as often as is necessary to fulfil the requirements given above.
- 14.5 Where a student has been granted personalised examination provision for a physical or learning disability, the relevant Programme Board of Examiners shall not make further allowances/adjustments in light of the condition when considering the student's results. See also Regulation 16.5 below concerning personal examination provision for students following programmes leading to registerable qualifications.
- 14.6 The membership of a Programme Board of Examiners shall normally be, as a minimum:
- (a) a Chair; appointed by the Head of School for a period of three years with a two year extension option to be approved by the Head of School. On completion, a Chair will not normally be eligible for re-appointment until a further two years' interval has elapsed;
  - (b) a Deputy Chair;
  - (c) an Internal Examiner;
  - (d) an External Examiner.

The Programme Board Chair shall not normally also be the programme director.

If a Programme Board of Examiners wishes to have more than two External Examiners per Board, then a request must be submitted to the Chair of the College Assessment Board for approval.

- 14.7 With the exception of Inspectors appointed under Act of Parliament for examinations leading to registrable qualifications, no persons other than the members and designated administrative staff shall be permitted to attend meetings of any Board of Examiners, except that Assessors may be invited to attend for discussion as required by the Chair.
- 14.8 Nominations for Internal and External Examiners serving on a Board of Examiners will be recommended by the Board of Examiners concerned to the relevant School Board of Examiners on an annual basis. Heads of Departments or other academic divisions will be responsible for nominating Chairs and Deputy Chairs of Boards of Examiners, and in the case of a newly established Board of Examiners, Internal and External Examiners, to the relevant School Board of Examiners on an annual basis. In the cases noted at Regulation 13.3 above, the Head of School will be responsible for such nominations. Where the Board reports directly to the College Assessment Board, relevant nominations shall be made to the College Assessment Board.
- 14.9 The Chair of a Board of Examiners shall be responsible for all arrangements relating to meetings of examiners. The Chair shall ensure that a proper record is kept of the proceedings and decisions of the Board of Examiners; that the confidentiality of such proceedings and decisions and the record of them are preserved; and that a copy of the confidential record is passed to the Directorate of Students and Education.
- 14.10 Subject only to the provisions of Regulations 15.6 below and Regulation 25.25 of A3 *Regulations for taught programmes*, the quorum for any meeting of a Board of Examiners held to determine the final recommendations on examinations/assessment, as specified in Regulation 14.4(e) above, shall be:
- (a) the Chair or Deputy Chair;
  - (b) the External Examiner(s);
  - (c) one half of the internal membership of the Board eligible to vote.

- 14.11 At all other meetings of a Board of Examiners, the quorum shall be:
- (a) the Chair or Deputy Chair;
  - (b) one-third of the total voting membership (which includes External Examiners).
- 14.12 Decisions of the Programme Board of Examiners shall be arrived at by a majority vote of Examiners present and eligible to vote.
- 14.13 A Programme Board of Examiners shall meet at least three times in each academic year or as often as may be necessary to conduct its business.

## **15. Executive Committee of a Board of Examiners**

- 15.1 A Programme or a School Board of Examiners may establish an Executive Committee to consider urgent, unscheduled business, including but not limited to requests from students for a review of a Board of Examiners' decision and late results.
- 15.2 The same matters of urgent unscheduled business should not be considered at both Programme and School Board level.
- 15.3 A School Board of Examiners without a Programme Board substructure may establish an Executive Committee to consider the results of any resit or replacement examinations scheduled to be held outside of the summer examination period.
- 15.4 The membership of an Executive Committee of a Programme/Part Board of Examiners or for a School Board in a School which does not make provision for separate Programme Boards, shall be:
- (a) the current Chair or Deputy Chair of the Board; and
  - (b) three other current Examiners on the relevant Board.

A current External Examiner appointed to the Board in question should be notified in advance by the Chair that the Executive Committee is due to meet and should be consulted on the matters to be discussed. The views of the External Examiner should be noted by the Committee and recorded in the minutes.

- 15.5 The membership of an Executive Committee for all other School Boards of Examiners shall be:
- (a) the current Chair or Deputy Chair of the Board; and
  - (b) three other current Examiners of the relevant Board.
- 15.6 The quorum for an Executive Committee of a Board of Examiners shall be three, to include the current Chair/Deputy Chair. The current Chair/Deputy Chair shall have an additional casting vote, where necessary.
- 15.7 An Executive Committee shall meet as often as may be necessary to conduct its business.

## **16. Personalised examination provision**

- 16.1 The Academic Board shall prescribe the procedures for consideration of

Personalised Examination Provisions for reasons of medical and/or learning disabilities, and for students wishing to sit examinations at an alternative venue.

- 16.2 The terms of reference of the Personalised Examination Provision Committee (PEPC) shall be as follows:
- (a) to be responsible for ensuring that the alternative examination arrangement procedures are carried out in accordance with the regulations, in a fair and impartial manner;
  - (b) to formulate policies and strategies on matters pertaining to personalised examination provisions;
  - (c) to keep formal minutes in accordance with College guidance of the proceedings of each meeting of the PEPC, and of decisions reached by the Executive Committee of PEPC for report to the College Assessment Board;
  - (d) to meet as often as is necessary to fulfil the requirements given above.
- 16.3 The membership of the PEPC shall comprise:
- the Chair or Deputy Chair of the College Assessment Board or his/her nominee;
  - at least one member from each School, members to be drawn from the Chairs and Deputies of the School Boards of Examiners;
  - the Head of the Disability Advisory Service or his/her nominee;
  - the Head of Examinations and Awards or his/her nominee;
  - a member of the School of Medicine, appointed by the Head of the School of Medicine, who shall be a medical practitioner.
- 16.4 The quorum for any meeting of the PEPC shall be five, to include the current Chair or Deputy Chair. The current Chair or Deputy Chair shall have a casting vote, where necessary.
- 16.5 The terms of reference of the Executive Committee of the PEPC shall be as follows:
- (a) to be responsible for conducting reviews of the decisions of the Application Panel
  - (b) to report decisions reached to the PEPC;
  - (c) to meet as often as is necessary to fulfil the requirements given above.
- 16.6 The membership of the Executive Committee of the PEPC shall comprise:
- the Chair or Deputy Chair of the College Assessment Board or his/her nominee;
  - at least one member from the School to which each applicant belongs;
  - a member of the School of Medicine, appointed by the Head of the School of Medicine, who shall be a medical practitioner.
- 16.7 The quorum for any meeting of the Executive Committee shall be two, to include the current Chair or Deputy Chair and at least one member from the School to which each applicant belongs. The current Chair or Deputy Chair shall have a casting vote, where necessary. The Executive Committee shall consult the Head of Examinations and Awards or his/her nominee, and the Head of the Disability Advisory Service or his/her nominee as and when necessary.
- 16.8 The terms of reference of the Application Panel of the PEPC shall be as follows:
- (a) to consider applications for personalised examination provisions for reasons of learning or medical disability, from candidates registered with the College on first

- degrees, diplomas, certificates, taught postgraduate programmes (written examination element only ) or research degrees;
- (b) to consider applications for alternative examination venues from candidates registered with the College on first degrees, diplomas, certificates or taught postgraduate programmes;
  - (c) to keep records of decisions reached for report to the PEPC;
  - (d) to convene regularly prior to each application deadline. Further meetings shall be convened as necessary by the Head of Examinations and Awards (or his/her nominee).

16.9 The membership of the Application Panel shall comprise:

- the Head of Examinations and Awards or his/her nominee;
- the Examination Team Manager (Examinations Office) or his/her nominee;
- the Head of the Disability Advisory Service or his/her nominees.

16.10 The quorum for any meeting of the Application Panel shall be two, to include the Head of Examinations and Awards or his/her nominee and the Head of the Disability Advisory Service or his/her nominee. The Application Panel shall consult the PEPC Chair/Deputy Chair, relevant School or Programme Board Chairs and PEPC medical advisor as and when necessary.

#### **Representations concerning decisions of the Applications Panel of the PEPC**

16.11 Except as provided below, no decision of a properly convened and constituted Applications Panel of the PEPC (acting in accordance with these and any other relevant College regulations) may be modified.

16.12 A decision of the Applications Panel may be reviewed by the Executive Committee of the PEPC if it is satisfied that one or both of the following conditions are relevant and applicable to the request for a review ('representations'):

- (a) where the student has submitted evidence that he/she was unable to divulge before the Applications Panel reached its decision;
- (b) where there is clear evidence of a significant administrative error on the part of the Applications Panel or that the application was not considered in accordance with the regulations.

16.13 Any representation must be submitted in writing, on the form provided for the purpose, and lodged with the Head of Examinations and Awards or his/her nominee. Representations must be made within 7 days of the date the original decision was released. Representations received after this deadline will only be accepted at the Head of Examinations and Awards or his/her nominee's discretion.

16.14 Any representation must be accompanied by independent third party evidence. It is the student's responsibility to obtain all evidence by the deadline for submission. If evidence is in a foreign language, it is the student's responsibility to have it independently translated prior to submission.

16.15 At the Head of Examinations and Awards or his/her nominee's discretion any representation may be rejected in the following circumstances:

- (a) that the representation is not made on the relevant form, or that the form is incomplete;



- (b) that the representation has been submitted after the deadline without a valid reason;
  - (c) that the representation contains no prima facie evidence that either of the criteria detailed in Regulation 16.12 has been met.
- 16.16 If in the view of the Head of Examinations and Awards or his/her nominee's discretion any of these circumstances are applicable the request will not be forwarded to the Executive Committee.
- 16.17 The Head of Examinations and Awards or his/her nominee will arrange for the Executive Committee to meet to consider representations that satisfy Regulation 16.12 above. The Executive Committee shall normally meet within 14 days of the final deadline for submission of PEP applications for the forthcoming examination period.
- 16.18 When considering a request the Executive Committee will determine whether the criteria for a review have been met. Where the criteria have been met and a review is conducted the Executive Committee will decide whether to modify the original decision of the Application Panel or to confirm its original decision.
- 16.19 A written statement of the outcome of the meeting will be provided normally within seven days of the meeting of the Executive Committee, and shall include the reasons behind any decision. The reasons given shall provide the candidate with an adequately detailed and clear explanation of how those reasons were arrived at by the Executive Committee.

## **17. Research Degrees Examination Board**

- 17.1 The Research Degrees Examination Board shall be responsible for the conduct of the final examination of students for the College's research degrees, including the research component of professional doctorates and for the appointment of the examiners for, and the conduct of, the final examination of research degree students. The Research Degrees Examination Board shall operate independently of any academic Department, Division or School. The Board will conduct its business according to the following terms of reference:
- (a) to ensure that the examiner appointment process is informed by the advice of experts, such advice being obtained from Subject Area Boards (SAB) established within the College. A SAB shall normally consist of no fewer than four members of staff;<sup>4</sup>
  - (b) to ensure that the examiners are expert in the field of the thesis and are able to make an independent assessment of the student;
  - (c) in respect of professional doctorates, to receive notification from the relevant School Board of Examiners that a student has satisfied all elements of any assessment arising from practical or taught elements of the programme;
  - (d) to ensure that the final examination contributing to the award of the degree is conducted in such a way as to test the thesis against the stated criteria (see Regulation 11 of A4 *Regulations for research degrees*) and, for professional doctorate degrees only, to test the student's conceptual understanding of all elements of the programme and their related assessment;
  - (e) to ensure that provision is made, as appropriate, for representation of the thesis or for re-entry to the final examination;
  - (f) to report, at least annually, to the College Assessment Board.

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<sup>4</sup> For definition of a SAB see the Glossary of terms at Appendix 1.

- 17.2 The membership of the Research Degrees Examination Board shall be:
- (a) a Chair, appointed by the Principal who shall not be the Chair of a Programme Board of Examiners for a professional doctorate degree offered by the College nor the Director of the Graduate School. The appointment will be for a period of three years with a two year extension option to be approved by the Chair of College Assessment Board. On completion, a Chair will not normally be eligible for re-appointment until a further two years have elapsed;
  - (b) a Deputy Chair;
  - (c) one representative from each School, each of whom shall be a senior member of the academic and research staff (Professor, Reader, Senior Lecturer, Professorial Research Fellow, Principal Research Fellow, Senior Research Fellow);
  - (d) a representative of the Graduate School.
- 17.3 The Chair of the Research Degrees Examination Board shall receive the preliminary and joint reports of the examiners and consider for approval their recommendations for award on behalf of the Research Degrees Examination Board.
- 17.4 The Research Degrees Examination Board shall meet as often as may be necessary to conduct its business.
- 17.5 The quorum of a meeting of the Research Degrees Examination Board shall be the Chair or Deputy Chair and five other members (see Regulation 17.2 (c) and (d) above).
- 17.6 The Chairs of the Programme Boards of Examiners for the College's professional doctorate degrees will be invited to attend when the results of the students on the relevant programme of study are being presented to the Research Degrees Examination Board.
- 17.7 The Chair of the Research Degrees Examination Board shall consider any applications for extensions to the three and six month periods permitted for minor and major corrections, and the discretionary calendar month for further minor amendments, in accordance with the process laid down by the College (see Regulations 14.3, 14.4 and 14.5 of A4 *Regulations for research degrees*)

## **18. College Research Committee**

- 18.1 The College Research Committee shall conduct its business according to the following terms of reference:
- (a) to advise the College through Academic Board on the development of College strategy and policy affecting research;
  - (b) to advise the College through Academic Board on quality assurance and regulatory issues and on the sharing of good practice;
  - (c) to identify and facilitate opportunities for interdisciplinary research and inter-departmental, inter-School and inter-institutional co-operation;
  - (d) to liaise with School Research Committees (or their equivalent) and other bodies as appropriate;
  - (e) to consider research initiatives from HEFCE and other external bodies and the College's response to them;
  - (f) to allocate such resources in support of research as the College may from time to time make available to the Committee;

- (g) to monitor the implementation and effectiveness of the College's strategy and policies on research;
- (h) to keep under review the support structures in place for research;
- (i) to report as required to the Academic Board.

18.2 The membership of the College Research Committee shall be:

- (a) a Chair who shall be the Vice-Principal (Research and Innovation);
- (b) Chairs of School Research Committees (or equivalent) plus one member to represent the Global Institutes
- (c) ex officio members as follows:
  - (i) Director of the Graduate School (or nominee)
  - (ii) Director of Research Management (or nominee)
  - (iii) Director of Research Development
  - (iv) Director of Research, King's Health Partners (or nominee)
  - (v) Director of Research Grants and Contracts (or nominee)
  - (vi) Director of Library Services and Employability (or nominee)
  - (vii) Head of Research and Graduate School Support
  - (viii) Chair of the College Research Ethics Committee
  - (ix) a sabbatical officer from the Students' Union
  - (x) two research student members nominated by the Students' Union
  - (xi) two postdoctoral researchers

The Committee may co-opt additional staff as necessary.

The following shall be in attendance:

- (a) Assistant Director of the Graduate School (Researcher Training and Development)
- (b) Head of Arts and Sciences Research Office
- (c) Research Administrator (Research and Graduate School Support)
- (e) other officers of the College as required

If members cannot attend a particular meeting they can send an alternate to attend in their place. In the case of members representing Schools and the Global Institutes the alternate member should be a member of academic staff.

18.3 There shall be at least four meetings of the College Research Committee in every academic year.

18.4 Reporting to the College Research Committee are the College Research Ethics Committee and the Postgraduate Research Students Sub-Committee which has a dual reporting line to the College Research Committee and the College Education Committee.

## **19. Programme Development and Approval Committee**

19.1 The Programme Development and Approval Committee will consider full programme proposals for recommendation to the Academic Board. It will support and expedite approval processes, and will convene, when needed, virtually to ensure that and will endeavour to clarify and simplify the process of programme approval. The Committee will also consider proposed collaborations with outside partners that might lead to joint awards, partnership programmes or articulation arrangements. It will conduct its business according to the following terms of reference:

- (a) To provide a strategic overview of the development of new programmes at all levels;
- (b) To support, coordinate and expedite the development and approval of new programmes, including collaborative programmes;
- (c) To consider for approval outline proposals for new programmes to ensure that such proposals:
  - (i) are consistent with College and School strategic plans
  - (ii) have a sound academic basis
  - (iii) have researched and considered the relevant market
  - (iv) have been fully costed
- (d) To consider for approval outline proposals for the development of collaborative arrangements and associated programmes with external partners to ensure that:
  - (i) such proposals are consistent with College and School strategic plans and, if appropriate, the College's International Strategy
  - (ii) the academic standing and educational objectives of the external partner are compatible with those of the College and relevant School
  - (iii) consideration is given to reputational and other risks and that such risks can be effectively managed
  - (iv) the external partner operates quality assurance systems that are compatible with UK expectations in relation to academic standards and quality
- (e) To recommend final approval of full programme proposals and collaborations to the Academic Board;
- (f) To review new programmes against their original business case at regular intervals after first approval so that the College can learn from the process;
- (g) To take a strategic view as to the necessity to suspend or withdraw programmes;
- (h) To review collaborative provision at the point where agreements are due for renewal;
- (i) To take an annual overview of the College's Register of collaborative programmes to ensure it is always up to date;
- (j) To solicit annually the views of members of the College Education Committee as to its operational effectiveness.

19.2 The membership of the Programme Development and Approval Committee shall be:

- (a) Vice-Principal (Education) Chair
- (b) One academic member from each School and one to represent the Global Institutes/ ELC
- (c) Director of the Graduate School
- (d) Head of Quality and Academic Support
- (e) Director of Admissions
- (f) Director of External Relations or nominee
- (g) Director of Finance or nominee
- (h) Director of Library Services and Employability
- (i) Representative from Residential Services
- (j) Other staff to be co-opted as necessary

19.3 The Committee will meet four times a year and can convene virtually at other times as required.

## C2 Membership and organisation of Schools

1. A list of the Schools is given in Ordinance B3.
2. The Schools shall be responsible under the Academic Board for such administrative and academic matters, including matters concerning Departments and Divisions associated with the School, as may be assigned to them by the Academic Board.
3. The Schools shall consist of members of the full-time academic staff and full-time research fellows employed within them. The Head of Administration and College Secretary shall maintain a list of members of each School and of members entitled to vote in each School to vote in elections for the Academic Board. No one shall be eligible to vote in elections for the Academic Board in more than one School. Where a person is assigned to more than one School, s/he may choose in which School s/he has the right to vote in elections subject to the approval of the Academic Board.
4. The Academic Board may require the setting up of staff-student committees in Schools, Divisions or Departments.
5. The Schools shall from time to time appoint members of the Academic Board in accordance with Regulation 4.13 of C1 *The Academic Board and its sub-structure*.
6. All elections in Schools shall, when contested, be conducted by secret ballot.
7. The Council shall delegate to the Principal the appointment of one Professor in each School or, where it considers this to be appropriate, another senior member of staff, to be Head of the School.
8. All appointments to Headships of School shall be for a limited period not exceeding five years.
9. An appointment may be renewed for an additional period or periods of not more than five years.
10. Before making an appointment or reappointment, the Principal shall ascertain the views of the School.
11. The duties of Heads of School will include, inter alia, responsibility for the discipline and organisation of their School. In discharging this responsibility they shall consult members of the staff of their School.
12. In the temporary absence of the Head of School the Principal may appoint another member of the staff to be acting Head of School for such period as s/he may determine.
13. Appointment to the headship of a Division or Department shall be in accordance with Regulations 7 to 12 above, with the substitution of the word 'Division' or 'Department', as appropriate, for 'School'.



## **C3 Use of College buildings**

1. Accommodation and facilities in the College buildings may be allocated to Schools, Departments, and administrative departments by the Estates Strategy Committee, to be used for designated purposes. Any proposed change of use shall be submitted to the Estates Strategy Committee for approval.
2. Accommodation shall be allocated to King's College Students' Union for purposes to be agreed from time to time with the Estates Strategy Committee. Permission will be required from the Head of Administration and College Secretary or her/his appointee on each occasion for any use of this accommodation for extra-Collegiate purposes.
3. Notwithstanding Regulation 2 above, the College may, after due notice, use for examination purposes rooms allocated to the Students' Union. The College may, after consultation between the Head of Administration and College Secretary or his appointee and the President of the Students' Union, use such rooms for other College functions when suitable accommodation is not available elsewhere in the College.
4. Nothing in this regulation shall fetter the power of the Principal to exclude any person from access to any property of the College.





# Section D

## Library Services and Information Technology Services regulations

## D Library Services and Information Technology Services regulations

### 1. Introduction and scope

- 1.1 The *Library Services and Information Technology (IT) Services regulations* are part of the College regulations and cover all staff, students and others ('Users') who make use of sites, services, facilities and resources provided or managed by these services.
- 1.2 They cover all sites, services, facilities and resources provided or managed by the services including:
- (a) Libraries;
  - (b) Archives;
  - (c) Computing;
  - (d) use of the communication infrastructure excluding:
    - establishing and using web servers and web pages
    - the use of business information services and systems;
- 1.3 Breach of these regulations by members of the College is covered by B3 *Misconduct regulations*, the College's *Ordinances* and relevant *Human Resources Regulations (academic staff)*, and the College's *Capability and disciplinary procedures (for staff other than lecturers, senior lecturers, readers and professors)*.
- 1.4 It is a requirement that all Users of College sites, services, facilities and resources provided or managed by Library and IT Services follow all policy, regulations and procedures as written and amended from time to time. These procedures reflect the College's commitment to ensuring that its members may work safely and effectively in a community which recognises the rights and responsibilities of the individual to equality, respect and privacy. They include:
- (a) *Dignity at work policy and procedure (staff)*
  - (b) *Guidance on harassment, bullying and discrimination for students*
  - (c) *Equality and diversity statement*
  - (d) *General policy statements on health and safety and environmental protection*
  - (e) *Records and information management policy*
  - (f) *Email policy*
  - (g) *Accessible information policy*
  - (h) *Information security policy and IT security framework including the JANET Acceptable use policy*
  - (i) *Password policy*
  - (j) *Encryption policy*
  - (k) *Code of practice for intellectual property, commercial exploitation and financial benefit*
  - (l) *Social media communications policy*
  - (m) *Media directive policy*
  - (n) *Relevant NHS policies*

Relevant policies and procedures are available on the College website, notably at: [www.kcl.ac.uk/college/policyzone](http://www.kcl.ac.uk/college/policyzone).

- 1.5 The content of these policies and procedures will not be repeated in the *Library Services and Information Technology Services regulations* but are reflected as necessary in guidance notes available for the use of relevant facilities and services.
- 1.6 Breach of the regulations and/or the policies and procedures outlined in Regulation 1.4 above by any User, current, past or potential, may result in the exclusion of that individual from any or all College sites, removal from any or all College sites and/or the suspension or cessation of services provided by telephone, email or individually by appointment. Threatening behaviour and/or abuse of staff will not be tolerated.
- 1.7 All Users are required to use, lawfully at all times College sites, services, facilities and resources provided or managed by Library and IT Services. Particular attention should be paid to the following legislation:
- (a) *Data Protection Act 1998*
  - (b) *Copyright, Designs and Patents Act 1988*
  - (c) *Computer Misuse Act 2000*
  - (d) *Obscene Publication Acts 1959 and 1964*
  - (e) *Criminal Justice Act 1988 Sec 160 as amended by the Criminal Justice and Court Services Act 2000*
  - (f) *Human Rights Act 1998*
  - (g) *Regulation of Investigatory Powers Act 2000 and associated regulations*
  - (h) *Police and Criminal Evidence Act 1984*
  - (i) *Freedom of Information Act 2000*
  - (j) *Anti-terrorism Acts*
  - (k) *Crime and Security Act 2001*

## 2. Admission

### *Libraries and Student Computing Rooms*

- 2.1 The following are entitled to use the facilities:

- (a) College staff of King's College London;
- (b) registered students of King's College London.

Other categories and individuals may use the facilities, although some services, notably electronic resources for which there are specific licensing constraints and email, may not be available to them:

- (a) members of the College Council;
- (b) Fellows of King's College London;
- (c) staff affiliated to a department of King's College London;
- (d) retired staff;
- (e) alumni;
- (f) occasional students of the College, and students of other colleges of the University of London attending inter-collegiate lectures at King's College London;
- (g) registered visitors;
- (h) inter-collegiate students and Users applying under the terms of national or regional access schemes (eg SCONUL access schemes, M25 users);
- (i) authorised NHS users in King's Healthcare Partners;
- (j) such other categories as may, from time to time, be agreed by the Director of Library Services and Employability and/or the Chief Information Officer.

Some individuals may have dual entitlement to services, for example being employed as staff and also studying part time. In such cases, only a single account will be valid at any time and the right to designate the most appropriate for the individual is reserved by the Chief Information Officer.

- 2.2 Others requiring access to services must apply to the Director of Library Services and Employability or Chief Information Officer as appropriate.
- 2.3 Users must carry a valid College identity card or library ticket whenever they are using Library and/or IT facilities. They must use it to access libraries or student computing rooms. The card must be presented each time an item is borrowed and whenever it is requested by a member of Library Services staff, a College porter or a member of security staff. Where the photograph is not clear, confirmation of identity will be requested.
- 2.4 Users must not allow any other person to use their College identity card, library ticket or personal College password, or themselves use another person's card, ticket or password.
- 2.5 The Director of Library Services and Employability and Chief Information Officer reserve the right to make a charge for any service or activity provided by Library and IT Services at any time without notice.

### *Archives and Special Collections*

- 2.6 The College Archives, the Liddell Hart Centre for Military Archives (LHCMA) and the Foyle Special Collections Library are open to anyone with an interest in consulting the holdings.
- 2.7 All College Users must present a valid College identity card on arrival at the reading rooms. External users must present two forms of identification, one photographic and one proof of address.
- 2.8 Users of the Archives will be required to complete a Reader Registration form on their first visit agreeing to abide by the rules governing the use of the Archives. This includes specific conditions with regard to publication. Visitors to the Foyle Special Collections Library are required to sign the visitors' book on arrival.

## **3. Use of resources: borrowing and reference**

### *Libraries*

- 3.1 For the purpose of these regulations the term 'book' is also used to cover journals, theses, multi-media and all other library materials.

Except for items listed in Regulation 3.2 below, a User may borrow books up to the limits specified by the Director of Library Services and Employability.

- 3.2 The following may not be borrowed:
  - (a) journals and law reports;
  - (b) abstracting journals and indexing journals;
  - (c) items designated as reference or not for loan;
  - (d) theses submitted by students of the College. Any User wishing to consult a thesis must first sign an undertaking to respect the author's copyright;
  - (e) such other material as specified by the Director of Library Services and Employability.

- 3.3 No material may be removed from a library without first having been properly issued.
  - 3.4 Books may only be borrowed for the use of an individual User, and may not be passed on to any other person.
  - 3.5 The User to whom a book is issued is individually responsible for its return, undamaged, to the library.
  - 3.6 The User will be charged the replacement cost of any book lost, stolen, damaged or not returned to the library, together with a handling charge per item. Where the User supplies an acceptable copy of the book, the handling charge alone will be made. These charges are levied in addition to any outstanding fines and until they are cleared in full a User may not be allowed to borrow or renew books.
  - 3.7 The User is responsible for notifying the appropriate library immediately if a book is lost or stolen.
  - 3.8 Every book must be returned, or its loan renewed, by the end of the loan period. The renewal of a loan is subject to the book not having been reserved by another User.
  - 3.9 A User who fails to return a book, or renew its loan by the end of the loan period, is liable to pay a fine according to the loan category of the book, as described in the *Library Services charges user guide* regardless of whether a notice has been received.
  - 3.10 A User who owes more than the current fines limit may not be allowed to borrow or renew books until the debt has been cleared in full.
  - 3.11 Students who fail to return all books and clear all debts at the end of their programme will be liable to suspension in accordance with Regulation 5 of B1 *General student regulations*.
  - 3.12 Books supplied on Interlibrary Loan from libraries outside the College are subject both to these regulations and to any other conditions that may be imposed by those libraries.
  - 3.13 Users may make copies of material supplied to them only as allowed under general legislative provisions or by specific licences and contracts.
  - 3.14 Where access to information held electronically is provided, it must be used only in accordance with the appropriate licensing and legislative provisions, including the copying, storing, amending and transmission of information.
  - 3.15 Users may not make any electronic service provided by Library or IT Services available to any other person who is not entitled to view, access or use it.
  - 3.16 It is the responsibility of the individual User to ensure that Library Services have her/his up to date contact details.
- E-resources (databases, e-books, and e-journals)*
- 3.17 Use of e-resources is governed by supplier terms and conditions which Users accept by making use of the resources. Breach of these terms may lead to the loss of access by the College as a whole.

- 3.18 Passwords issued for use of e-resources, including Shibboleth, may not be shared with any other person.

*Archives and Special Collections*

- 3.19 Items in Archives and Special Collections may be consulted in designated reading rooms only, the Michael Howard Reading Room for Archives and the Foyle Special Collections Library for Special Collections.
- 3.20 Archives will be retrieved from vaults on receipt of signed application slips. They may not, however, be borrowed and neither closed access storage areas nor vaults may be browsed or made available digitally. Only a small number of Special Collections may be borrowed.
- 3.21 The Director of Library Services and Employability, or designated manager, reserves the right to restrict access to these collections for any reason including the following:
- (a) further use prior to conservation would cause damage to the original;
  - (b) the item is being displayed in an exhibition or being digitised;
  - (c) the collection is un-catalogued;
  - (d) it is covered by the *Data Protection Act* or an access exemption under the *Freedom of Information Act*.

**4. Conduct in Library or IT facilities**

*General*

- 4.1 In order to avoid disturbing other Users, quiet and good order must be maintained at all times.
- 4.2 Some areas are provided for specific purposes (eg silent study, group study) and are clearly marked. Users should choose their study area so as not to disturb others. Further details are available in the current Library Zoning Policy.
- 4.3 Mobile phones must be switched to silent at all times. Phones may only be used in accordance with the current Library Zoning Policy.
- 4.4 Damage to College property is an offence under the relevant misconduct/disciplinary regulations listed in Regulation 1.3 above.
- 4.5 Smoking and the consumption of hot food and alcohol are not allowed in any area. Hot and cold soft drinks may be consumed so long as they are in non-spill sealable containers. Cold food may be consumed in those areas clearly designated in the current Library Zoning Policy, provided all rubbish is disposed of responsibly. Food and drinks must not be consumed at, or placed on, student computers or other electrical equipment.
- 4.6 No User may enter or leave the facilities by any entrances or exits other than those designated for the purpose, except in an emergency.
- 4.7 Only official notices approved by local Library or IT managers with responsibilities for sites may be displayed or distributed within libraries or student computer rooms. No flyers, handbills, newspapers or literature of any kind may be distributed without prior approval.

*Libraries and Student Computing rooms*

- 4.8 Any User in breach of any regulation may be asked to leave the library or student

computing rooms, may have a note kept on file for the first offence, may be required to attend an interview with a member of Library or IT staff or may have details of the breach passed to the Director of Students and Education (or nominee) for students or Head of School, Division or Department as appropriate for staff. A more serious breach or a further breach will lead to disciplinary procedures being commenced.

- 4.9 Library Services does not accept responsibility for personal belongings and these must not be left unattended at any time or used to reserve seats. Books and personal items left unattended may be removed by library staff, porters or security staff.
  - 4.10 Responsibility for the security of laptops loaned within Libraries remains with the person who signs out the laptop until return. Conditions of loans are set out at <http://www.kcl.ac.uk/library/libraries/using/laptops.aspx>
  - 4.11 Lockers within library premises must not be used to store un-issued library materials or any material that might be considered illegal, offensive or hazardous. Lockers will be inspected to ensure Users are acting in compliance with this regulation. Those who contravene it will forfeit their material, their locker and any deposit paid. Library Services does not accept any responsibility for materials stored in lockers.
- Archives and Special Collections*
- 4.12 Because of the uniqueness or rarity of items in the Archives and in Special Collections, the consumption of all food and drink, including water, is forbidden in the designated reading rooms.
  - 4.13 Only pencils (not ink or biro) or electronic devices may be used for taking notes.
  - 4.14 Neither notes nor electronic equipment may be rested on original materials, and book cradles, cushions and snakes are supplied to facilitate the careful use of materials and should be used as directed by staff.
  - 4.15 Self-service photocopying is not permitted but serviced copying and digitisation is available at the discretion of designated staff. The use of digital cameras is also permitted subject to permit and at the discretion of designated staff.

## **5. Gifts and loans**

- 5.1 Library Services may accept gifts and bequests of print, multi-media and other resources, and gifts, bequests and long loans of archival materials including born digital, insofar as they support the teaching and research mission of the College and enhance the international research value of its collections, subject to the terms and conditions set out in the Library Services *Gifts and Bequests Policy*.
- 5.2 Library Services may solicit and accept financial support for the acquisition cataloguing and conservation of holdings.
- 5.3 Gifts, bequests and loans may be rejected if they duplicate existing holdings, are in poor physical condition or fall outside the scope of the Library Services *Collection Development and Management Policy*. In the case of Archives, gifts may also be rejected if, by their acceptance, the College would breach international protocols regarding the respect for national heritage.
- 5.4 All donors will be asked to read and sign a gift or loan agreement, a copy of which



will be given to them to keep, the other copy being kept by Library Services.

- 5.5 Library Services reserves the right to dispose of gifted material that is in poor physical condition, that duplicates existing stock, that falls outside the scope of the *Library Services Collection Development and Management Policy* or is otherwise superfluous to requirements.
- 5.6 Print material deemed surplus to requirements may be disposed of by gift to another library or archives, by exchange of stock with another library, by sale or recycle.
- 5.7 Library Services will catalogue gifted or loaned material on its online catalogue, as resources permit.
- 5.8 Library Services will undertake all copying activities that are within its rights, including photocopying, microfilming and digitizing, for preservation, teaching, research or any other College purpose. This will take into account individually negotiated agreements with donors.

## **6. Use of the IT facilities and services**

### *Acceptable use*

- 6.1 IT facilities are provided by the College for academic and business purposes in support of the College's aims and interests.
- 6.2 IT facilities are made available to users on a conditional basis. All users of College facilities must comply with the College *Acceptable use policy (IT facilities)*, which additionally incorporates the *JANET Acceptable use policy*.
- 6.3 Unacceptable use includes the following activities (other than for properly supervised and lawful research purposes):
  - (a) creating, transmitting, storing or displaying offensive, indecent or obscene material;
  - (b) creating, transmitting or displaying of material that deliberately and unlawfully discriminates, or encourages deliberate and unlawful discrimination, on the grounds of race, ethnicity, gender, sexual orientation, marital status, age, disability, political or religious beliefs;
  - (c) creating or transmitting defamatory material or material which risks bringing the College's name into disrepute;
  - (d) obtaining, transmitting or storing material where this would breach the intellectual property rights of another. This includes downloading and file sharing of music, video and image files without permissions and/or appropriate payment to third parties;
  - (e) commercial uses unrelated to the interests of the College;
  - (f) uses of the College email system that is likely to cause annoyance or inconvenience, eg sending unsolicited email chain letters.

Deliberate activities with any of the following characteristics:

- (g) waste of staff effort or IT facility resources;
- (h) corruption or destruction of another User's data or violation of their privacy;
- (i) use of the IT facilities in a way that denies services to other users;
- (j) deliberate introduction, execution or transmission of malware;
- (k) deliberate disabling or compromising of College IT security systems.



*Personal use*

- 6.4 Personal use of College IT facilities is permitted on a conditional basis and is not a right. Personal use must comply with the College's *Acceptable use policy (IT facilities)* and guidance on personal use.
- 6.5 Personal use of the IT facilities should not cause unwarranted expense or liability to be incurred by the College or otherwise impact upon the delivery of services to others through its scale or nature.

*Use of email*

- 6.6 The use of the email system is governed by the terms of the College's *Email policy*.
- 6.7 Standard email accounts are automatically made available to all students and staff who are properly recorded within the relevant College administrative databases. Certain other groups who are attached to the College may also apply for accounts. These special associate accounts are created and maintained entirely at the discretion of the College.
- 6.8 All College email messages issued from staff accounts (including shared accounts) must include a signature detailing the sender's name and department as well as their job title and telephone number. Exemptions to this regulation will only be permitted to staff engaged in sensitive work or who might otherwise be put at particular and unusual risk through being named. Such exemptions may be allowed by formal agreement at the discretion of the Head of Administration and College Secretary.
- 6.9 All Users of the email system are automatically added to User directories. Users are also automatically subscribed to appropriate College circulation lists.
- 6.10 Messages to circulation lists must be submitted for prior approval according to published College procedures. Moderation is undertaken by appropriate staff in central professional services departments, or within Schools in accordance with published College guidance.
- 6.11 Users are entirely responsible for ensuring that their messages are forwarded properly and to reputable and secure email services. For College staff the forwarding of messages to external web-based accounts is in all cases discouraged and may invalidate business contracts. In the case of sensitive or confidential messages it is expressly prohibited. Exceptions to this rule are allowed when forwarding is required as part of a College disaster or business continuity plan.
- 6.12 When mailing to open groups, Users must take care not to disclose the identity and addresses of all members of the group inadvertently to all other recipients. Such a disclosure may breach any duty of confidence owed to these individuals or breach King's College's obligations under the *Data Protection Act*.
- 6.13 Users must in all instances avoid using their College address in ways that are likely to attract excessive or unwanted mail. Users should avoid providing their College email address when using public websites for any purpose other than that of official College business.
- 6.14 To maintain the effectiveness of the email system, Users are required to regularly review and delete or file the contents of their inboxes.

*Use of the web*

- 6.15 Creating and publishing HTML pages (including in the content management system)

within the internet domains owned or controlled by King's College London, may only be carried out by Users registered as an Information Provider (IP) or Content Provider (CP) with the IT Services Web and Applications team. IPs and CPs will be required to sign that they have read and understood the *Authoring and publication of website content procedures*.

- 6.16 Other Users may contribute to web applications set up to capture content from those who are not IPs or CPs (for example social networking tools such as blogs and wikis) but must adhere to the general regulations governing the use of IT facilities.
- 6.17 The Principal or nominated deputy will have final authority over the content, presentation and style of any web content appearing within the internet domains owned or controlled by King's College London.
- 6.18 Web pages appearing within the internet domains owned or controlled by King's College London may not be used for the placing and distribution of commercial advertisements except where the Principal or nominated deputy has given agreement explicitly and in writing.
- 6.19 All websites and web applications developed or acquired for use by King's staff, students and stakeholders must meet the W3C guidelines to AA standard and the King's coding standards. In addition the design must be approved by the Marketing Department to ensure consistency of online branding.
- 6.20 All sub-domains of kcl.ac.uk (eg *name.kcl.ac.uk*) must be approved by the Chief Information Officer or nominated deputy.
- 6.21 Authorised Users may only set up a web server on equipment owned by, or situated on the premises of, King's College London or its partner institutions, in accordance with the *College web server management directive*. They must also have completed a registration form for each server.

*Information security*

- 6.22 Secure use of the College IT facilities is governed by the *Information security policy* and associated *IT security framework*.
- 6.23 Users must use and keep secure their King's username and password.
- 6.24 Users may not:
  - (a) disclose their system passwords to any other person. Those who have a legitimate reason to access another User's email account must be given explicit permission by that other User;
  - (b) bypass or attempt to bypass any security measures including passwords, firewalls or network protocols;
  - (c) seek to gain access to restricted areas of the King's College London network including accessing or trying to access data which they know or ought to know is confidential;
  - (d) introduce any form of computer virus or carry out any unauthorized access to systems or services (hacking);
  - (e) connect any item of equipment to the College data network, unless fully compliant with the terms and conditions set out in the *Network connection policy*;
  - (f) upload NHS patient data to the College data network unless it is covered by an appropriate information sharing agreement and has Research

Ethics/Caldicott sign-off.

6.25 Users must:

- (a) never reveal their password except when logging in. This includes requirements in relation to security which will inevitably be bogus;
- (b) utilize up-to-date anti-virus software;
- (c) ensure that material relating to College business which is created or used outside the College is virus checked before uploading to the College network;
- (d) encrypt personal data as set out in the *Encryption policy*.

6.26 In the event of a theft of any computer equipment or mobile device on which work is carried out connected to College business, Users should inform Estates and Facilities, Information Technology Systems and the Police as soon as possible. Should the equipment include any personal data the Legal Compliance team should also be informed and the College *Data loss and reporting procedure* followed .

6.27 When working remotely, Users must ensure that work relating to College business is password protected and either saved directly onto the College network or transferred o it as soon as possible.

6.28 College information must remain secure when it is away from College premises. Responsibility for data housed on mobile devices (notebooks, laptops, smart cards, USB devices, digital pens, mobile phones etc) rests with the User in control of the device. They should take appropriate measures to secure both the data and the device. If personal data relating to third parties is held on any mobile devices it must be encrypted to the current standard of equivalent.

## **7. Use of audio visual services**

7.1 Audio visual (AV) equipment and technical support is provided by IT Services on all campuses. Specific equipment and dedicated support must be booked at least 24 hours in advance.

7.2 Printed instructions are supplied along with equipment and should be followed precisely.

7.3 Equipment must only be used in the location in which it is provided. Equipment must always be treated with care.

7.4 Portable media (including memory sticks) that are used on College equipment should be virus free. Users are responsible for ensuring that media are entirely clean.

7.5 Where AV staff are involved in off-air recording or in the duplication of video or audio material and lecture capture, the terms of the College's ERA and Open University licences are adhered to. Copyright material cannot be dubbed outside the terms of a licence or without the written consent of the copyright holder.

## **8. Use of telephone services**

8.1 The telephone system is provided to support College activity, both business and academic. Services include active call distribution, fax, voicemail, teleconferencing

and mobile phones using analogue, digital and VOIP (Voice over Internet Protocol) technologies.

- 8.2 Telephone accounts are issued to staff subject to the approval of their local budget holder. Budget holders are responsible for call charges from staff extensions and from mobile phones and must approve new line installations and enhanced services such as international calling rights.
- 8.3 Only equipment specified on the IT Services website or of an equivalent specification may be connected to the College telephone network. Requests for specific equipment and/or services from external vendors such as BT, Cable and Wireless, Vodafone should be made via the IT Services service desk.
- 8.4 Misuse of the system includes unauthorised personal phone calls, unauthorised access to other staff members' voicemail accounts and unauthorised auto forwarding of incoming calls to external numbers.
- 8.5 Pincodes issued to Users, for example for teleconferencing or enhanced calling rights, may not be disclosed to others.
- 8.6 Personal use of the telephone system is permitted on a conditional basis and should not cause unwarranted expense or liability to be incurred by the College or otherwise impact on the College by its scale or nature.
- 8.7 The College reserves the right to reclaim the cost of personal calls.
- 8.8 Users may not seek access to the voicemail accounts of other Users without their permission or that of an appropriate line manager.
- 8.9 Auto forwarding of incoming calls to external numbers may only be arranged via IT Services Telephone Services.

## **9. Monitoring of communications**

- 9.1 Designated systems staff will routinely monitor College communications within the terms of the *Regulation of Investigatory Powers Act* and the *Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations*. This will include monitoring telephone, email and internet-traffic data (including sender, recipient, subject, non-business attachments to email, numbers called and duration of calls, domain names of websites visited, duration of visits and non-business files downloaded from the internet) at a network level.
- 9.2 This monitoring does not disclose the content of communications but, for the purposes of maintaining personal privacy, Users should be aware that such monitoring might reveal sensitive personal data about them. For example, if Users regularly visit websites which detail the activities of a particular political party or religious group, then those visits might indicate their political opinions or religious beliefs. By carrying out such activities using King's College London facilities, Users consent to the College processing any sensitive personal data about them which may be revealed.
- 9.3 Individual Users' messages may additionally be subject to access and disclosure for a limited range of legitimate reasons in accordance with the terms of the *Regulation of Investigatory Powers Act*, the *Telecommunications (Lawful Business Practice)*

*(Interception of Communications) Regulations*, the *Data Protection Act* and with due regard to the *Human Rights Act*. These reasons include compelling business need and concerns about breaches of these regulations and of the law. In these circumstances access and disclosure will only be undertaken via the College Legal Compliance Manager. The procedures to be followed are set out in the *IT Security Framework*.

- 9.4 By making personal use of the King's College London communications infrastructure Users signify their agreement to abide by the regulations imposed on its use, and signify their consent to the College's lawful monitoring as outlined above.

# Section E

## Related policies and procedures

## E Related policies and procedures

The following policies and procedures are approved by the Academic Board, or its sub-committees acting under delegated authority of the Academic Board and relate to areas of activity covered by the Academic Board and these Regulations. All are available on the Policy Zone at <http://www.kcl.ac.uk/college/policyzone/>

### Admissions

- College-wide interviewing policy and guidelines
- Admissions appeal procedure
- Policy statement for criminal record checks on students studying at the College

### Approval and review

- Procedures for programme and module approval and modification
- Procedures for the approval and monitoring of collaborative provision
- Procedures for programme and module monitoring and review
- Procedures for consideration of reports from Professional, Statutory and Regulatory bodies
- Procedures for postgraduate research degrees approval and monitoring
- Procedures for validation and accreditation
- Dissertation guidelines (QA Handbook)

### Assessment

- Generic marking criteria
- Marking framework
- Feedback guidelines
- Discretion framework for using the C score (for registrations prior to 2011/12)
- Translation of credits/marks attained through study away from the College
- Guidance on the information and support to be provided to External Examiners
- Procedure for dealing with External Examiners' reports
- Academic honesty and integrity
- Guidelines for examiners: plagiarism and related forms of cheating

### Research

- Core code of practice for postgraduate research degrees
- Procedure for investigating and resolving allegations of research misconduct

### Governance and management

- School core governance functions
- Procedures for the approval of new Centres and Institutes
- Policy on information disclosure
- Policy on the acceptance of external grants and funding
- Information security policy
- College timetable policy

### Students

- The Student Charter
- The student voice
- Policy statement on drugs
- Guidelines on the audio recording of lectures





# Appendices

## Appendix 1: Glossary of terms

### **APEL - Accreditation of Prior Experiential Learning**

A process for giving recognition to the skills and experience gained before starting a traditional programme of study. It normally involves collecting a portfolio of evidence and is often designed to allow an individual to gain entry without the usual entry qualifications, or to permit exemption from certain modules.

### **Assessment**

Sometimes used in place of the word examination to convey a more general usage - for example, 'written examinations and other forms of assessment, including coursework', or may be used interchangeably with the word examination.

### **Award**

A degree, diploma or certificate (undergraduate or postgraduate) awarded following successful completion of a recognised programme of study.

### **Bundling**

The process by which small related modules are bundled together to form a larger module.

### **Compensation**

The process by which a Board of Examiners (or equivalent) may decide that a strong performance by a student in one part of the curriculum may be used to mitigate a failed or poor performance elsewhere. Compensation across modules is not permitted under the *Regulations for taught programmes*. Compensation across elements within a module is permitted.

### **Condonement**

The process by which a Board of Examiners, in consideration of the overall performance of a student, decides that, without incurring a penalty, a part of the programme that has been failed does not need to be redeemed.

### **Condoned fail**

A fail mark, within a specified range, given to a module where credit is awarded for the module but is non-transferable.

For level 4, 5 and 6 modules where permitted - a mark between 33 and 39 (inclusive).

For level 7 modules where permitted - a mark between 40 and 49 (inclusive).

### **Compulsory module**

A module that must be taken.

### **Core module**

A module that must be both taken and passed.

### **Co-requisite module**

A module that must be taken at the same time as another, specified, module.

**Credit**

A quantified means of expressing equivalence of learning. Credit is awarded to a learner in recognition of the verified achievement of designated learning outcomes at a specified level.

Under the UK credit system, one credit = 10 notional learning hours (this includes direct contact time, self-directed study and examination).

**Dissertation**

An ordered and critical exposition of existing knowledge in any field or part of a field of study. It may vary in length but does not normally exceed 30,000 words unless otherwise stated in the regulations for a specific degree. There should be evidence that the field has been surveyed thoroughly. A full bibliography and references would normally be required.

**Essay**

A brief description, typically based on secondary sources, of a particular topic within a field of study.

**Examination**

An assessment or test which is counted towards an award conferred by the College or which is employed as a means of checking a student's progress on a programme of study (also known as summative and formative assessment). General and programme-specific regulations prescribe the conditions under which examinations take place and the methods and timing of assessment.

The term can be used to indicate the methodology employed - for example, 'unseen written examination' - or the test itself - for example, 'the date, time and place of each examination shall be determined by the examiners.'

**Examination periods**

Examination period 1 = normally the second or third week of January.

Examination period 2 = a period of four weeks normally commencing in May

Examination period 3 = a period of two weeks normally in the second half of August

**Exit award**

An award, which is available to a candidate unable to meet the credit volume and/or credit level requirements for the award on which they are registered but nevertheless has completed a meaningful period of study and has satisfied the examiners that they have met identifiable learning outcomes.

**Formative assessment**

Assessment which is used in a developmental way to assist a student's learning and which does not count towards the final mark of a module.

**Introductory module**

A module within a programme whose designated level falls below that designated for the level of the programme. It may be a pre-requisite for another module.

**Learning outcomes**

Learning outcomes identify what a student will know, be able to do and be able to demonstrate by the end of a module or programme.

**Level**

An indicator of the relative demand, complexity and depth of learning and of learner autonomy. The QAA *Framework for higher education qualifications* sets out five levels (4, 5, 6, 7, 8). Bachelors degrees are level 4 qualifications, Masters degrees are level 7 qualifications and PhDs and equivalent are level 8 qualifications).

**Module**

A module is an individual element of a programme of study which is taught and examined under the approved regulations for that programme.

**Nested award**

A lower volume award which shares some of the learning outcomes of a larger volume award, eg a Masters degree may have a nested postgraduate diploma and/or postgraduate certificate within it (same level of study lower volume of credit), and a MSci degree may have a BSc nested within it (lower level, lower volume). Students can register for nested awards and may progress from a nested award to the “parent” award; in such cases they do not then receive both awards.

**Oral examination**

An examination of an element of a programme or a module involving oral means of communication and applicable to the whole cohort of students on that programme or module.

**Pass mark**

Honours Pass: A pass at levels 4, 5 and 6 requires a mark of at least 40.

Masters Pass: A pass at level 7 requires a mark of at least 50.

**Pre-requisite module**

A module that must be taken and passed before registration on another, specified, module.

**Professional practice modules**

Designated professional practice components of a programme of study which are assessed on a pass/fail basis only and therefore are not considered when determining a student's overall classification. Other modules may include professional practice elements but these are assessed using the full range of marks.

**Programme of study**

The approved curriculum followed by a student for a specified award upon which the student is registered.

**Qualifying mark**

A minimum level of attainment for a specific element of assessment within a module.

Achieving the qualifying mark is a prerequisite of passing the module.

**Reassessment**

A general term that encompasses any form of examination which is taken again because of failure. General regulations and individual programme regulations prescribe the conditions under which reassessment may take place. The term resit is also used to mean reassessment.

**Replacement examination/assessment**

A term used to describe an examination or other type of assessment offered to a student who has been prevented from attending or completing an examination or submitting an assessment because of illness or other good cause. Where a replacement is offered the original attempt is annulled. Special conditions apply to replacement examinations, and these are given in Regulation 22 of *A3 Regulations for taught programmes*. Replacement examinations should not be confused with resit examinations or other examinations taken again because of failure.

**Resit examination**

See Reassessment.

**Report**

An account of the study of a specified topic based on experiments, observations or review of literature. A relevant bibliography would normally be expected.

**Subject Area Board**

Subject Area Boards (SABs) have two functions:

- (a) to advise on the expertise and suitability of the nominations of examiners for research degree theses; and
- (b) to check for any potential conflicts of interest the supervisor may have with the nominees (eg collaborations, recent publications, joint grant funding); nominees are also required to state if they know the candidate in any capacity.

The responsibility and final decision on appointment of examiners lies with the Research Degrees Examination Board.

**Substitute module**

When permitted by a Programme Board of Examiners, a student may substitute a failed non-core, non-compulsory module with another module of equivalent credit weighting and level. The marks gained in the substitute module will be capped at the pass mark and the marks in the original module will not be used in determining the final award classification.

**Summative assessment**

Assessment which contributes towards the final mark of a module.

**Viva voce examination**

An examination which may be used to help determine a candidate's overall result in addition to the normal methods of assessment.

## Appendix 2: Criteria for degrees

### 1. All awards

- 1.1 All awards should have regard to the provisions of the QAA's *UK Quality code for higher education* and meet the following requirements specified for King's College London degrees, diplomas and certificates.

### 2. Undergraduate Certificates (level 4)

An Undergraduate Certificate is the equivalent of one year's study of a undergraduate degree at level 4.

### 3. Undergraduate Diplomas and Foundation Degrees (level 5)

- 3.1 An academically coherent programme of study, followed over a period of time, equivalent to two years full-time, which is designed to ensure:
- (a) a critical understanding of the concepts and principles of the area of study and the way in which these have developed;
  - (b) a knowledge of the main methods of enquiry in the area of study and an ability to evaluate their application; and
  - (c) an ability to apply underlying concepts and principles within a wider context;

In addition for Foundation Degrees:

- (d) the acquisition of skills relevant to employment.

- 3.2 The achievement of a satisfactory overall standard of assessment which would assess the student's:

- (a) command of an appropriate body of skills and knowledge;
- (b) ability to use a range of techniques to analyse information and propose solutions to problems, especially within a work context;
- (c) ability to communicate effectively information, arguments and analysis; and
- (d) ability to undertake further training to develop existing knowledge and skills;

In addition for Foundation Degrees:

- (e) ability to progress to the final stage of an appropriate first degree programme awarded with honours either directly or, where the nature of the programme for the Foundation degree and/or the first degree makes it appropriate, after further bridging study.

### 4. First degrees (levels 6 and 7)

- 4.1 An academically coherent programme of study, followed over a period of time equivalent to three years full-time<sup>1</sup>, or longer where appropriate to the degree and/or subject concerned, which is designed to ensure:

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<sup>1</sup> Includes the degrees of Intercolated Bachelor of Science and Bachelor of Medical Science where a one-year programme of study builds on a two-year programme of basic medical sciences at the College or another university in the UK, EU or EFTA.

- (a) academic progress in terms of depth of study;
  - (b) ability to study at an advanced level, to assimilate, assess, interpret and apply information and to communicate effectively.
- 4.2 The achievement of a satisfactory overall standard in a scheme of assessment which tests the student's:
  - (a) command of an appropriate body of knowledge and skills;
  - (b) familiarity and ability to deal with the methodologies appropriate to the discipline(s) concerned;
  - (c) capacity for independent and critical thought.
- 4.3 Additional criteria are specified for some first degrees as listed below.
- Bachelor of Engineering*

4.4 The programme of study shall give emphasis to preparation for professional practice. It shall provide the necessary understanding of the scientific basis of engineering and include a substantial engineering applications component as an integrated part of the programme, together with some appreciation of the industrial and business environment (ie 'enhanced' courses in Engineering Council terms).

*Bachelor of Dental Surgery; Bachelor of Medicine, Bachelor of Surgery; First Degrees in Health Sciences which are regulated by Act of Parliament*

4.5 These degrees shall be taught in accordance with curricula that meet the requirements of the relevant Registering Body (General Dental Council, General Medical Council and Health Professions Council). BDS and MB BS degree programmes shall involve not less than 56 months of full-time study, at least the final 33 months of which shall have been undertaken while registered at a College of the University of London except:

  - (a) in the case of BDS and MB BS degree courses which are integrated into a combined programme with a BSc or BMedSci degree and a PhD degree, the overall length of the combined programme shall not be less than 93 months of which the final 57 months must be spent at a College of the University of London; and
  - (b) in the case of the accelerated Graduate Entry Programme for the MB BS degrees, when the overall length of the programme shall be not less than 45 months, of which the final 33 months must be spent at a College of the University of London.

*Master in Science (MSci)*

4.6 The programme of study shall be followed over a period of time equivalent to four years full-time. It shall include a major project and provide a sound basis for a subsequent scientific or technically-based career or research.

*Master of Engineering*

4.7 The programme of study shall be followed over a period of time equivalent to four years full-time, of which not less than three academic years and two semesters shall be full-time College-based study (which may include a year at another institution of university status), and shall satisfy one or more of the following criteria:

  - (a) provide for study of a particular engineering discipline in greater depth than the Bachelor of Engineering;
  - (b) provide for multi-disciplinary study of a range of engineering disciplines;

- (c) provide for study of a particular engineering discipline in depth and incorporate a significant proportion of industrial and business studies as an integral part of the curriculum;

together with all of the following criteria:

- (d) include the teaching of design through the use of project work and case studies, preferably in an industrial context;
- (e) include a major project;
- (f) demand a level of study and attainment which is equivalent to that required for a postgraduate taught degree.

#### *Master of Pharmacy*

- 4.8 The programme of study, taught in accordance with curricula that meet the requirements of the Royal Pharmaceutical Society of Great Britain, shall be followed over a period equivalent to four academic years full-time and shall provide for the study of two or more elective disciplines and shall include a major research project.

### **5. Graduate Certificates and Graduate Diplomas (level 6)**

- 5.1 Both the Graduate Certificate and the Graduate Diploma are at level 6. Graduate Certificates are normally the equivalent of four months full-time study and Graduate Diplomas normally the equivalent of eight months full-time study.

### **6. Postgraduate Certificates (level 7)**

- 6.1 Postgraduate Certificates are normally the equivalent of a minimum of one-third of a calendar year of full-time study.

### **7. Postgraduate Diplomas (level 7)**

- 7.1. Postgraduate Diplomas are normally the equivalent of a minimum of two-thirds of a calendar year of full-time study.

### **8. Postgraduate or Professional Graduate Certificate in Education**

- 8.1 The Professional Graduate Certificate in Education is at level 6 and the Postgraduate Certificate in Education is at level 7.

### **9. Postgraduate taught degrees (level 7)**

- 9.1 A prescribed programme of study beyond the standard first degree level which assumes the general level of educational competence implicit in the award of a first degree and which extends over a period equivalent to a minimum of one calendar year full-time.<sup>2</sup>
- 9.2 The programme of study should include as a core element of the programme a research project in a form appropriate to the discipline concerned. At least some part of the curriculum should be concerned with research methods including awareness of ethical issues and, where relevant, health and safety matters.

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<sup>2</sup> This may include programmes of study which are 'conversion courses' where graduates in one discipline acquire knowledge and develop a set of skills in another discipline.



9.3 A satisfactory overall standard in a scheme of assessment appropriate to the Masters programme concerned.

9.4 Additional criteria are specified for some postgraduate taught degrees as listed below.

*Master of Clinical Dentistry*

9.5 A prescribed programme of study of a minimum of two calendar years full-time or its equivalent in part-time study. The programme of study shall include academic and clinical elements, the latter element providing a major component towards specialist training in a designated clinical dental discipline.

*Master of Public Health*

9.6 During the programme of study a student must work as a public health professional in an international, national or local government agency, in a non-governmental or charitable organisation concerned with public health, or in a community or public health environment, or in a university Department concerned with community or public health.

*Master of Research*

9.7 The programme of study shall:

- (a) be a free-standing and formally examined prescribed programme of full-time study beyond the bachelors degree level of at least one calendar year or its equivalent in part-time study; and
- (b) provide a structured and progressive research training programme which is an adequate foundation for doctoral study or a research career in industry or the public sector; and include
- (c) a grounding in research techniques relevant to the broad disciplinary area. At least one core module should be concerned with research methods including awareness of ethical issues and, where relevant, health and safety matters;
- (d) a significant research component, which enables the student to demonstrate initiative and creativity and is assessed by means of a written report. The research component should form a significant proportion (at least 75 credits) of the whole programme and must be greater than the research dissertation for MA/MSc awards in the same discipline;
- (e) elements designed to broaden students' experiences by equipping them with a range of transferable skills.

## 10. Research degrees (level 8)

Incorporated into Section A4, *Regulations for research degrees*.

## **Appendix 3: The Visitor of the College and Office of the Independent Adjudicator**

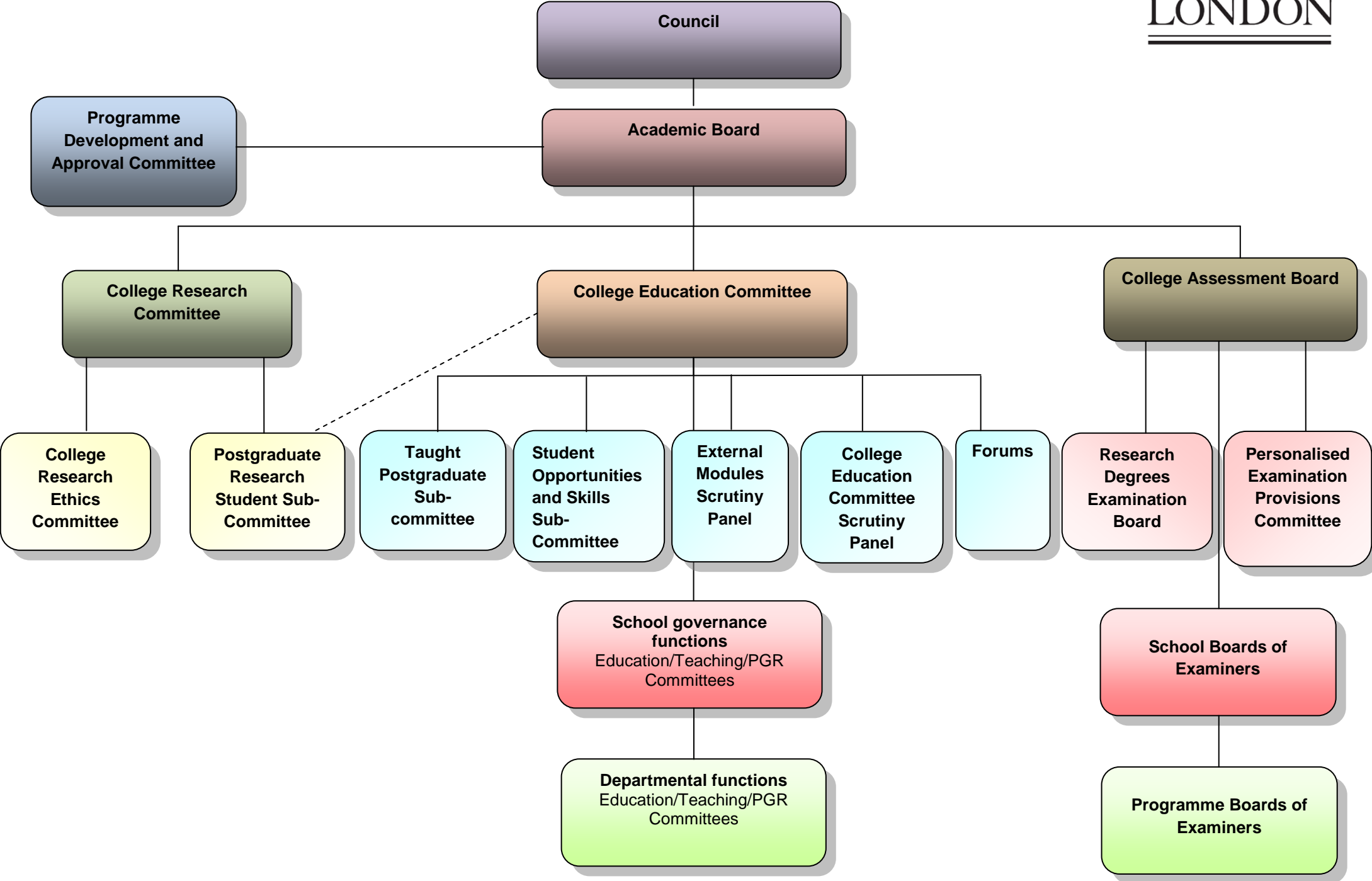
### **1. The Visitor of the College**

- 1.1 The Visitor of the College pro tempore is the Most Reverend and Right Honourable Rowan Williams, Lord Archbishop of Canterbury. The office of 'Visitor' to a university institution is an ancient one, probably dating back in this country to the fifteenth century.
- 1.2 Only the 'chartered' universities (ie those established by Royal Charter) have Visitors, the appointment of whom is a prerogative of the Crown (the Queen in Council).
- 1.3 The function of the Visitor is to act as a final 'court of appeal' or adjudicator in disputes which may arise between members of the institution or between the institution and its members, present - or, in certain circumstances, former. In respect of King's College, the Visitor is appointed by Her Majesty, in accordance with the provisions of the Charter, and he has 'authority to do all those things which pertain to visitors. He shall be empowered to visit the College or any part thereof at such times as he considers appropriate. He shall adjudicate in disputes between members of the College or between the College and one or more of its members on any matters which lie within the jurisdiction of the Visitor if such disputes can be resolved in no other way.'
- 1.4 Prior to January 2005, student members of the College were entitled to petition the Visitor if and when all other appeal mechanisms or channels for the redress of grievance had been fully pursued. However, Part 2 of the Higher Education Act 2004 established a statutory scheme from 1 January 2005, through the Office of the Independent Adjudicator, for the consideration of student complaints and removed the Visitor's jurisdiction in such matters.

### **2. The Office of the Independent Adjudicator for Higher Education (OIA)**

- 2.1 With effect from 1 January 2005, student members of the College have been entitled to ask the OIA to consider any unresolved complaint against the College. The OIA has replaced the Visitor as the final stage of appeal for student complaints. A complainant can bring a complaint to the OIA's office as soon as he or she has exhausted the internal procedures of the College.
- 2.2 In order to bring a complaint the student member will need to obtain a Completion of Procedures letter from the College. This Completion of Procedures letter, together with an OIA application form, needs to be lodged with the OIA's office within three months from the date of the Completion of Procedures letter. A student member will also need to provide grounds for the complaint and copies of any relevant documentary evidence.
- 2.3 The OIA will not deal with a complaint to the extent that the complaint concerns an application for admission to the College, or it relates to a matter of academic judgement, or it is the subject matter of Court or Tribunal proceedings or has been the subject of Court proceedings which have been concluded or it concerns a student employment matter.

- 2.4 An OIA scheme application form can be obtained from the Student Conduct and Appeals Office and may be downloaded from the OIA website: [www.oiahe.org.uk](http://www.oiahe.org.uk)
- 2.5 Full guidance on the OIA scheme can also be obtained from the OIA website.



# Index