

# LCCM Policies 24-25

LCCM is an associate college of The University for the Creative Arts

### TABLE OF CONTENTS

LCCM STATEMENT OF PRINCIPLES ON ACADEMIC FREEDOM	4
ACADEMIC APPEALS POLICY & PROCEDURES	6
ACADEMIC MISCONDUCT POLICY & PROCEDURES	11
ADMISSIONS APPEAL PROCEDURE	18
ADMISSIONS POLICY & PROCEDURES	20
ASSESSMENT POLICY	42
CAREER EDUCATION, INFORMATION, ADVICE & GUIDANCE POLICY	53
COMPLAINTS POLICY & PROCEDURE	56
DEFERRAL OF ASSESSMENT & EXTENUATING CIRCUMSTANCES POLICY & PROCEDURE	62
EQUAL OPPORTUNITIES AND DISCRIMINATION POLICY	69
FITNESS TO PRACTICE POLICY	70
FREEDOM OF SPEECH CODE OF PRACTICE	80
GUESTS, SPEAKERS AND EVENTS POLICY AND PROCEDURES	83
HARDSHIP AND BURSARY FUND POLICY AND PROCEDURE	
HEALTH AND SAFETY POLICY	93
INFORMATION TECHNOLOGY (IT) POLICY	100
INTERRUPTION OF STUDIES POLICY & PROCEDURES	105
PASTORAL CARE AND SAFEGUARDING POLICY	
PHYSICAL RESOURCES & FACILITIES POLICY	113
PRINTING AND PHOTOCOPYING POLICY	122
PROGRAMME DEVELOPMENT, AMENDMENT and CLOSURE POLICY & PROCESS	126
PUBLIC INFORMATION POLICY	130
PUBLIC INTEREST DISCLOSURE (Whistleblowing) POLICY and PROCEDURE	136
SEXUAL HARASSMENT AND MISCONDUCT POLICY AND PROCEDURE	139
STAFFING POLICY	145
STUDENT ATTENDANCE POLICY	147
STUDENT CODE OF CONDUCT AND DISCIPLINARY PROCEDURE	153
STUDENT FEES, PAYMENTS, REFUNDS & COMPENSATION POLICY	168
WITHDRAWAL POLICY	
PRIVACY POLICY	

## LCCM STATEMENT OF PRINCIPLES ON ACADEMIC FREEDOM

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

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

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

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

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

#### This means that:

- We will be academically rigorous, justify our views with evidence and academic argument and be willing to recognise the gaps and weaknesses in our own arguments.
- In promoting our ideas, we will make every reasonable effort to minimise the risks of any harm, either physical or psychological, arising for any person, institution or community.
- We will be aware that some academic opinions and arguments may cause offence to some people but that this is not, of itself, a sufficient reason not to express those opinions and

arguments. We will, nevertheless, be sensitive to the views of others and we will not present or challenge views in a way that is hostile or degrading.

- We respect the right of others to challenge our views, provided that it is based on accurate evidence, facts or reasonable argument and that it is thoughtful and made in appropriate fora.
- We will always be careful to distinguish between our personal views and those of LCCM or any other person, group of people or organization with which we may be associated.
- We will consider the legal implications of our actions. We recognise that there may be consequences if we act in breach of the law and will only involve others with their express consent.
- We will reflect upon and apply these principles in our teaching, research, study, and debate. We
  will be proactive in protecting academic freedom for ourselves and for others and use it
  responsibly for the promotion of knowledge and understanding.

This statement of principle is reviewed annually by the Academic Board

## **ACADEMIC APPEALS POLICY & PROCEDURES**

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

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

#### PROCEDURES

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

#### 6. Stage 1

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

- 7. The content of the form will constitute the substance of the Appeal; appellants must thus ensure they make their case fully and accurately at this point. Any further information or matters introduced by the appellant, subsequent to submission of the form, will be disregarded.
- 8. Student Services will forward the appeal to the Reviewer, being a Programme Leader who does

not manage or teach on the appellant's programme. The Reviewer will consider the grounds for the appeal and, where the appellant can demonstrate that the correct assessment procedures may not have been followed, a calculation error may have been made, or that there may have been extenuating circumstances undisclosed for valid reason, the Reviewer will arrange a time or process to meet with the assessor and appellant to discuss the decision and feedback.

- Via Student Services, the Reviewer will inform the awarding body of the appeal within 10 College working days of receipt.
- 10. The Reviewer will write to the appellant within 10 College working days of submission of the Academic Appeal Form to either:
  - Explain the grounds why the appeal has been rejected, including where the appeal is considered vexatious or frivolous
  - Agree a time for a meeting with the assessor and appellant, which will be, normally, within 15 College working days of submission of the Academic Appeal Form.
- 11. All appeal documents will be kept for four years after which time they may be destroyed.

#### 12. Stage 2

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

13. Such grounds will only be made because:

- An error was made in calculating the result
- The assessment was not conducted in accordance with the College's Academic Regulations, and/or associated programme and module specifications, assessment briefs, or other formal written briefings from the assessor
- Material extenuating circumstance previously undisclosed for valid reason

14. The Reviewer will write to the Chair of the Academic Board within five College working days of

the meeting at stage one, explaining the details of why the appeal should proceed to Stage 3.

#### 15. Stage 3

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

- 16. The Chair of the Academic Board may choose to hold an extraordinary meeting of the Academic Board where any delay could cause possible disadvantage to the student. Disadvantage means that subsequent assessments could be affected by a delay.
- 17. The Appellant will be invited to present their appeal to the Academic Board, or appoint the Reviewer (who is a Board member ex-officio) to do so on their behalf. The Reviewer may also invite the assessor where doing so would help the Board in reaching a decision. Providing an invitation has been extended, the Board may make its decision in the absence of the appellant, with the Reviewer presenting the appeal regardless of whether so appointed by the appellant.
- 18. The Academic Board will consider all the evidence arising from the appeal and no other in reaching its decision. The decision of the Academic Board will be communicated to the appellant, Reviewer and awarding body in writing within 5 College working days of the Stage 3 meeting.
- 19. All paperwork will be kept confidentially for four years.

#### Final right of appeal to the Awarding Body

20. There shall be a final right of appeal to awarding body against a decision of an Assessment Board only if the appeal relates to a programme leading to a UCA award or credit;

and is against a decision related to either:

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

and both of the following criteria are met:

- all appropriate internal procedures at the partner institution have been exhausted;
- there are reasonable grounds to believe that the partner institution's internal procedures and regulations for dealing with appeals were not implemented correctly or fairly.
- 21. The procedure for appealing to the University for the Creative Arts is set out in UCA Website. The University will issue a Completion of Procedures letter to the appellant at the close of their procedure.
- 22. If the student is dissatisfied with the outcome after this final stage, they have the right to follow up with the OIA

This Policy is reviewed annually by Academic Board.

## **ACADEMIC MISCONDUCT POLICY & PROCEDURES**

- Academic misconduct is defined as any improper activity or behaviour by a student which may give that student, or another student, an unpermitted academic advantage in a summative assessment. Any penalties arising from academic misconduct will be levied in line with the AMBeR Tariff (see paragraph 32 below).
- 2. We recognise that students may inadvertently submit work that demonstrates poor academic practice, with no intention to deceive. This may be due to a lack of understanding of academic convention, poor referencing, or cultural educational differences. Examples may include; where a student has identified they have used the work of someone else without appropriate referencing, sections of material have been used verbatim rather than synthesised. In these circumstances the Programme/Module leader will work with the student, providing an educational opportunity to improve future practice.
- 3. The Programme Leader will lead on this to ensure clarity and consistency across the programme. The student may lose marks, have the opportunity to be re-assessed or amend their current submission. A record of all poor academic practice will be maintained to ensure the issue is resolved and emergent patterns can be reviewed and addressed, but will not form part of the student record.
- 4. Where an assessment official believes a student (or group of students) have tried to deliberately gain advantage the college will investigate the allegation of academic misconduct and apply sanctions as appropriate.
- 5. **Examples of academic misconduct;** Any form of unfair, improper or dishonest practice in assessment will be considered as academic misconduct. This will include not complying with invigilator or assessor instructions. The following list of examples is not exhaustive, but representative of unacceptable behaviours.

- 6. **Plagiarism** is the act of presenting the work of another as your own, often using large pieces of written material from hard copy or internet sources, without expressly declaring the author of the original work; or including any material which is identical or substantially similar to the candidate's own material which has already been submitted for any other assessment
- 7. **Collusion** is the act of working with others in preparation for an assessment and then claiming sole authorship or copying another student's work. This is not the same as collaboration, where an assessment brief expressly acknowledges that students will be working together to provide a piece of work
- 8. Fabrication includes:
  - using data or report results that justify your argument but have no empirical value because they have been invented or falsified.
  - Making false declarations to receive special consideration in assessment, including requests for deferrals, extenuating circumstances etc
  - Failing to define the content and extent of individual work when submitting group work
- 9. **Impersonation** is allowing someone to impersonate the identity of another to improve assessment results.

#### 10. Unauthorised possession of material includes:

- unpermitted notes on admissible written content,
- prohibited materials within an examination room,
- obtaining or seeking to obtain access to an assessment paper prior to its authorised release.
- 11. **Bribery** is any attempt to influence an officer or representative of LCCM to improve or affect an assessment result.

#### **Procedures:**

### 12. Misconduct in Exams

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

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

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

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

- write a note on the front cover candidate's work detailing the location of any plagiarised passages or other summary of the nature of the alleged misconduct
- report the allegation to the Programme Leader within 5 College working days of the incident

## 14. Please note: where a serious allegation of academic misconduct is discovered after the deadline of 5 College working days, such an allegation may be pursued retrospectively under these procedures. Where a student has already graduated, the outcome may result in the revoking of a qualification already awarded.

15. The Programme Leader will determine, in consultation with the module leader, if the matter is poor academic practice or academic misconduct. All reported cases will be summarised and presented to the Assessment Board.

- 16. Academic Misconduct; In cases of suspected academic misconduct the Programme Leader will write to or meet with the student/s to discuss the case and agree a suitable penalty or explain the panel procedure following the initial investigation. and detail a recommended penalty for the violation.
- 17. This initial discussion will take place within 10 College working days of the allegation being reported to the Programme Leader.
- 18. All cases will be referred in writing to the Chair of the Assessment Board who shall;
  - accept the case and recommended sanction; or
  - authorise an academic misconduct panel; and

advise the student of this decision in writing within 10 College working days of the date of the above initial discussion

19. A summary of all cases will be provided at the Assessment Board for transparency and monitoring.

#### 20. Panel Hearing and Notice

The membership of the hearing panel will consist of three individuals:

- the Chair of the Assessment Board (or approved nominee)
- 2 staff members drawn from Senior Academic members of LCCM.
- 21. Module Leaders or tutors involved in the assessment about which the allegation was made will act as witnesses. No member of staff who has been involved in teaching or assessing the student shall be eligible to serve on the Panel.
- 22. The Chair of the Assessment Board will set the date, time and place for the panel hearing, which will be within 20 College working days of the date of the initial meeting at para.16 above. The candidate will be sent notice of these details including the precise membership of the panel no later than 10 College working days before the hearing date. The candidate will also be sent any documents to be used by the panel.

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

#### 27. The Panel Hearing

All proceedings and papers associated with the hearing are strictly confidential to those invited to attend.

- 28. The student shall have the right to be accompanied by a companion however legal representation is not allowed at a Panel Hearing. No new written evidence may be presented by the candidate. Mechanical, electrical or electronic recording by any means shall be prohibited.
- 29. The purpose of the panel hearing is for the panel to reach a decision as to whether an act of Academic Misconduct has taken place. The procedure for the panel hearing panel shall be as follows:
  - state the allegation, present all the evidence and question those who have submitted it or are acting as witnesses
  - invite the candidate to explain the grounds and evidence for their disputing of the allegation
  - discuss the case having asked the candidate to leave the hearing room temporarily
  - reach a decision by majority vote

30. The candidate (and companion) will be invited to return to the hearing room where the panel will present their decision. The decision will be sent by email to the candidate and Assessment Board within 5 College working days of the panel hearing.

#### 31. The panel will decide:

- There was no academic misconduct and the student's results should be released
- The incident falls into the category of poor academic practice and the matter is returned to the Programme Leader
- Academic misconduct has occurred and following consideration of the Programme Leader's recommendations and any mitigating circumstances a penalty will be decided.
- 32. Penalties available include but are not limited to:
  - where assessment advantage has been gained from the breach in the form of higher grades, a proportionate penalty will be identified to negate the advantage
  - an activity to ensure the educational understanding of academic misconduct in the context of the student's studies
  - a written warning to be retained on the student's file for the rest of the period of study with the College
  - assigning a mark of zero to the assessment with an uncapped re-sit
  - assigning a mark of zero to the assessment with a capped re-sit
  - where a module is not core to a programme, a mark of zero without the right to retake the module but with the right to take an alternative elective for a capped mark
  - assigning a zero to all modules on a stage of the programme (or a specified group of modules) and permitting a repeat of these modules - any marks then achieved on the modules will be capped at the pass mark
  - termination of the student's enrolment. (See also the "Terms and Conditions of Enrolment" and "Student Fees, Payments and Refunds Policy").

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

33. All decisions will be confirmed in writing to the affected students and be shared with the Academic Board and Assessment Board for annual monitoring and evaluation. 34. All paperwork will be kept confidentially for four years.

#### 35. Appeal Process

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

- there is new and relevant evidence which the student was demonstrably and for the most exceptional reasons unable to present for the Panel Hearing
- the Academic Misconduct procedures were not followed to such an extent that the decision reached was unsound
- there is documented evidence of prejudice or bias on the part of the panel at the hearing
- the penalty imposed is disproportionate to the level offence
- 36. Where the decision is to reject the appeal, the student will be informed in writing that the internal process is now complete and given the relevant information on how to approach the Open University as appropriate.
- 37. If the student still believes the matter has not been dealt with fairly or according to the published procedures, the student may file a complaint with the Office of the Independent Adjudicator.

This policy is reviewed annually by the Academic Board.

## **ADMISSIONS APPEAL PROCEDURE**

- 1. Applicants may appeal against the outcome of their application to study at LCCM, including recognition of prior learning, solely on the grounds that:
- 2. LCCM admissions policy or process had not been followed correctly; and/or key information was not made available during the application process, through no fault of the applicant and that this had a material effect upon the outcome of the application.
- The applicant must submit their reasons for appeal in writing to the Admissions Manager within four weeks of the date of LCCM's decision on their application. (admissions@lccm.org.uk)
- 4. The Admissions Manager shall discuss the decision with the relevant tutor and reply to the applicant's points in writing within 10 College working days of receipt of the applicant's submission at 2. above.
- If the applicant is still dissatisfied and wishes to pursue the appeal, the applicant may write to the Vice Principal within 5 College working days of receipt of the Admissions Manager's reply at 3.
- 6. The Vice Principal shall review the admissions decision, examining the evidence and discussing with the Admissions Manager and if necessary, the relevant tutor.
- 7. The Vice Principal will reply to the applicant in writing within 10 College working days of receipt of the student's written submission at 4. above, advising the applicant of their decision and noting that this is now final, with no scope for further appeal, unless it can be demonstrated that this process has not been followed correctly, in which case the applicant has the right to raise this in writing, with any evidence, directly to the Chair of the Academic Board. The Chair will respond to the applicant within 5 College working days of the next meeting of the Board.

- 8. If the applicant remains dissatisfied with the matter after referral to the Chair of Academic Board, or following the Vice Principal's decision if this does not relate to procedural matters, then this may be raised as a complaint to the Open University, addressed to: The Director, Open University Validation Partnerships Walton Hall, Milton Keynes, MK7 6AA United Kingdom or alternatively sent by email to: OUVP-Director@open.ac.uk
- 9. All appeals documentation is stored confidentially for two years.

The Academic Board reviews this policy annually.

## **ADMISSIONS POLICY & PROCEDURES**

#### 1. Scope of the Policy

This policy applies to admissions processes for Undergraduate and Postgraduate courses, short courses and direct entry routes.

#### 2. General Principles

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

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

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

LCCM welcomes applications from all people who can demonstrate a serious interest in creative expression and the clear capacity for the intellectual, artistic and professional development required to successfully complete their course of studies, regardless of background. Applicants are considered based on their merits, abilities and potential, regardless of gender, ethnic origin, age, disability, religion, social class, religion or belief, gender reassignment, sex, sexual orientation, marriage and civil partnership, or pregnancy and maternity in accordance with the UCA Equality, Diversity & Inclusion Policy.

The <u>admissions of students under the age of 18 policy sets</u> out the exceptional admissions criteria for students under 18, which are needed to comply with safeguarding requirements and to consider their contractual capacity. (See also Appendix 1 Young Applicants at the end of this document)

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

#### 3. Entry requirements

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

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

The Senior Management Team has overall responsibility for the accuracy and completeness of this information in accordance with the **Public Information policy.** 

The Academic Board are responsible for approving entry criteria.

Applicants to undergraduate degree courses must have a <u>minimum of a Level 3 qualification</u> to be considered. Mature applicants (aged 21 or over at entry) will be considered with relevant work or life experience.

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

Applicants to a postgraduate degree course typically require a minimum of a <u>Lower Second Class</u> <u>Honours degree</u>.

Allowance may be made, at the discretion of the University, to applicants who have faced difficulties which may have affected their performance and who might have otherwise been expected to do better. Evidence supporting claims for such circumstances (medical certificates, supporting letter from school or college, etc.) should be submitted to the Admissions Manager who will consult with academic colleagues on such matters.

#### 4. English Language Requirement

For applicants whose first language is not English the threshold level of English will be determined by UCA requirements, which are published on the <u>UCA website</u>. **Applicants from an EU** country must refer to the **Individual country requirements**.

In general, Undergraduate and Postgraduate applicants must demonstrate Common European Framework of Reference for Languages Certificate (CEFR) Level <u>B2</u> English language competence by providing a secure English language test (SELT) from an approved test provider, taken no earlier than two years prior to the start of the LCCM programme applied for. All applicants must achieve at least CEFR level B2 overall for the four components (speaking, listening, reading and writing); this equates to an IELTS 6.0 with **a minimum of 5.5 in each component.** 

#### 5. Visa information including UKVI Tier 4

Applicants who are not UK citizens or who do not hold UK settled status, pre-settled status or Irish citizenship must meet and possess the appropriate leave to remain in the UK (e.g. visa settlement, spouse visa, etc.) and satisfy immigration requirements in force at the time of entry onto the course.

Students will not be able to seek sponsorship through UK Visas and Immigration Tier 4 sponsorship for any LCCM's programmes.

Applicants with leave to remain in the UK will not be allowed to switch to a Tier 4 if their original visa expires. Renewal of their original visa is entirely their responsibility and where their original visa cannot be renewed, they will not be able to complete their course at LCCM.

#### 6. Tuition Fees

Tuition fees are standard across an intake and do not vary according to an applicant's residential category or nationality, as long as the applicant has the right to study in the UK. The amount chargeable

is set by the University for the Creative Arts. Detailed information about fees can be found on the <u>LCCM</u> <u>Website</u> and the cost of studying a course is included in a durable medium with an offer email. The <u>UCA Fee Regulations</u> detail further information relating to tuition fees, including payment of fees.

Where an applicant declares their eligibility to study in the UK, but upon checking of relevant personal documents it is found that the applicant does not have appropriate leave to remain, for example, they would require UKVI Tier 4 sponsorship to be eligible to study in the UK, LCCM reserves the right to withdraw its offer to an applicant or terminate an applicant's registration, without liability.

#### 7. Provision of information

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

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

Occasionally, it may be necessary to make changes to a course between the time an offer of a place is made and the enrolment of students onto that course. The types of course changes which might occur before enrolment are described in detail in the <u>LCCM and UCA tripartite agreement</u>. Changes will be made in accordance with this agreement.

Significant changes may include:

- The discontinuation of the course;
- Significant changes to the status of a course, including, for example, the withdrawal or granting of validation by a professional or statutory body or the failure of an advertised course to gain approval or accreditation;
- Significant changes to the content of a course, such as the withdrawal of major modules or significant alterations to the teaching, learning or assessment arrangements for the course;
- Any significant other changes such as to cost or location.

In the event of a degree course not running applicants will be advised by Admissions via email. Applicants will be contacted as soon as possible and where possible an alternative course will be offered. Applicants who do not wish to be considered for another course at LCCM will be supported in choosing another institution and course via UCAS should the applicant request this. The Recruitment and Admissions teams will be available to discuss the applicant's individual interests, aims and needs, by telephone, email and/or in person, to help assist prospective students in applying for the most appropriate programme.

#### 8. Contact details

The Recruitment and Admissions teams are the first point of contact for queries regarding the admissions process.

The Admissions team can be reached by email at: admissions@lccm.org.uk or by telephone on 020 3535 1125, the Recruitment Team can be reached by email at: contact@lccm.org.uk or by telephone on 020 3535 1080.

#### 9. Admissions processes

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

Applicants to part-time undergraduate courses (including short courses) or a postgraduate course apply directly to LCCM via the online application form.

Information collected as part of the application process will be used only in accordance with the <u>LCCM</u> <u>Privacy Policy and data collection notices</u>.

In order for a decision to be made on their application, the applicant is responsible for ensuring that the Admissions team is in receipt of all relevant information and that all information is accurate and supplied in a timely manner. Omission of relevant information, or the supply of inaccurate information, may invalidate the application or the offer of a place. Further information is included in the UCA Deferment and Cancellation of Offers Policy.

To guard against fraudulent applications, LCCM may carry out checks on documents supplied by applicants to establish authenticity. Where an application is found to be fraudulent either prior to or after admission, the College reserves the right to withdraw an offer or cancel enrolment. Prior to enrolment, the student would be notified via email from Admissions and followed up by a phone call from the student's Programme Consultant or Admissions. After enrolment, a member of the Senior Management Team (such as the Administration Manager or the Course Programme Leader) will lead a meeting with the applicant to explain the reason for the withdrawal.

Where an application is suspected to be fraudulent the College reserves the right to investigate the application (including reporting it to the UCAS Verification Unit if it is an application through UCAS).

If fraud is suspected, the College reserves the right to: ask applicants to verify information from their application form; provide certified copies of supporting documents; seek confirmation from a third party (such as a previous school or college), or contact the referee. While a case of suspected fraud is being investigated, the application will be put on hold and the applicant will be notified and asked to provide additional information within a 14-day period. Following an investigation, an application will be 'cancelled' if there is evidence which suggests that the application contains fraudulent information. The applicant will be notified of this in writing via email.

Where an application is processed through UCAS, if the UCAS Similarity Detection Service highlights a "non-original" personal statement, the applicant will be provided with an opportunity to explain the similarity and in the case of valid explanation, the College will allow the applicant to provide a revised personal statement. The college reserves the right to reject applicants should their rationale not identify significant mitigating circumstances. There will be no right of appeal to this decision.

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

Some applicants interested in undergraduate courses might prefer applying directly to LCCM, where LCCM is their only institution choice, without submitting their details through UCAS. In this case LCCM's Admissions will submit an RPA form to UCAS with the applicant's details to help maintain the integrity of

UCAS Undergraduate data. Further checks will be made about the documentation provided by these applicants (e.g. personal statement).

#### 10. Assessment of application

Applicants will be assessed for suitability for a course based on the following criteria as appropriate:

- Approved and published course entry criteria
- Previous educational results
- Predicted grades
- Work experience
- Personal statement
- Reference
- Interview
- Portfolio (where appropriate)
- Audition (where appropriate)
- Examples of written work
- Contextual data (where appropriate)

In considering applications the college will take in to account all aspects of the information provided in the application process. All decisions are verified by a member of Admissions staff before being communicated to the applicant.

In addition to consideration of an applicant's academic qualifications for entry, the College's criteria for admission may include assessment of the following:

- Evidence of analytical and critical approach
- Knowledge and understanding of subject/cultural awareness
- Enthusiasm and motivation
- Technical/Computer skills
- Ability to work in a team/independently
- Ability to contextualise subject
- Interest and commitment to subject

• Non-academic achievement and/or experience, or extra-curricular interests that indicate the likely contribution an applicant will make to the life of the College

The application process may vary depending on which course the applicant has applied to, but will generally involve either:

- Applicant assessment (including a portfolio review and/or interview/audition);
- Application Form assessment only (without a portfolio review and/or interview/audition);
- Online Portfolio/Audition assessment only (no interview/audition)

#### A. Personal Statement

The personal statement is an important part of the application as it provides Admissions and Assessors with important indications of ability, motivation and potential. It is also the applicant's chance to tell us what their aim in the course is and why it interests them. Candidates are expected to write about their skills, ambitions and experience, including academic achievements and other experience. It needs to be relevant to the subject chosen, needs to show the most appropriate and unique examples of an applicant's skills and experience and needs to have a good balance between academic and extra-curricular activities.

It also provides the applicant with the opportunity to detail other related contextual information such as whether they have been in care, are applying after pursuing a particular career path for many years, or other aspects of their life relevant to an application to higher education.

#### B. Portfolio / Supplementary Work

Individual courses may ask applicants to present a personal portfolio. They may also require applicants to complete an appropriate additional task. Additional tasks will have previously been indicated as part of the assessment for the course, subject to clear explanation of how this will be used in assessing the applicant.

Applicants should not send any original work as any hard copy portfolios sent to the College will not be returned to applicants.

#### C. Reference

Applicants need to provide at least one reference (or include the contact details of a referee), typically required from the previous education provider. However if there has been a significant break since their

previous studies, a reference from a professional or an employer is usually accepted. References from friends or family members are not accepted.

An appropriate referee is one who can write knowledgably about the applicant's education and/or career history. To be acceptable, a reference needs to show the referee's full name and a form of contact such as email or phone number, an address alone would not be enough as we would not contact a referee by post.

If a reference has not been received at the point that an offer can be made, this may form part of the conditions of the offer if there is not other sufficient evidence in the application form to indicate that an applicant is likely to succeed on the course.

#### D. Interview/Audition

Applicants may be invited to attend an interview and/or audition to provide the applicant with an opportunity to discover more about the course, campus and student experience.

Interviews, auditions and assessments are conducted and evaluated in a consistent manner, including remote interviews and auditions conducted via Skype and are conducted by a qualified and trained member of staff.

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

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

The interview/audition and consequent decision-making will be consistent with the University's policies on equal opportunities.

A record of the interview/audition will usually be completed by Admissions based on the Assessor's comments when conducting the interview/audition. Interview/audition records will be retained and used as the basis for feedback to the applicant.

Eligible applicants living overseas, should be interviewed/auditioned wherever possible in their country of residence. Where such an interview/audition is not possible, the applicant will be required to submit an electronic portfolio of work for assessment. An electronic portfolio of work will also be requested from applicants within the UK who are unable to travel. Full details of what is required in a portfolio will be included in the email requesting the portfolio.

#### **11. Selection Criteria**

The Admissions Team will review the qualifications that an applicant has achieved along with other information on the application form, and may make an offer based on that information.

Where the Admissions Team cannot make a decision based on qualifications, the application will be referred to the Programme Leader. Admissions will then assess the application form, the reference, an interview, a portfolio of work or audition, or additional tasks where relevant, they will use professional judgement in making a holistic assessment of the academic potential of individual applicants, taking educational and social context into consideration. Admissions must be satisfied that the applicant will benefit from the opportunity to study at LCCM and is capable of successfully completing the course.

#### 12. Applicants with a disability or other learning needs

LCCM treats all applications for admission to its courses fairly and transparently. Applicants are considered and selected on their academic merit and potential and LCCM seeks to minimise barriers for prospective students in its selection and admissions processes. Support needs are taken into consideration in parallel with, but separate to, the academic assessment of applicants. The College is committed to a policy of equal opportunities and seeks to ensure that students with disabilities or specific learning needs are not substantially disadvantaged in their ability to access the full range of academic activities and student experience which the College offers. LCCM welcomes applications from prospective students with medical conditions, learning differences and/or disabilities. Alongside our anticipatory support provisions, we work with individuals to identify and put in place reasonable adjustments to enable an inclusive environment for study.

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

Where applicants disclose disabilities or support needs late in the admissions process or postenrolment, the College may be delayed in putting in place such adjustments as may be reasonable. Whilst the College respects the right of students to choose not to disclose disabilities or support needs, where no disclosure is made, the College may not be able to identify and make any reasonable adjustments which might be required for the student.

In some instances, the adjustments needed for an individual to enrol on their chosen programme of study may not be ones which it is reasonable for the College to make. In such cases, the College may decline to make an offer of a place or may withdraw an offer already made. Similarly, where the adjustments needed for a student who has accepted an offer of a place to enrol on their course, or for a student who has enrolled to continue on their course, are not ones which it is reasonable for the College to make, the College may end its contract with the student.

Examples of adjustments which it may not be reasonable for the University to make include significant adjustments to physical features of the College, or where an individual's disability does not allow them to study safely at the College, or where an individual is unable to meet a competence standard for a particular programme. Where appropriate, the College will seek to identify whether it is reasonably practicable to offer the individual a place on an alternative programme (subject to availability and meeting relevant entry criteria).

The College may defer a student's enrolment or suspend a student's contract, where it is reasonably necessary to do so, to obtain and/or assess further information regarding the student's support needs and potential adjustments which may be made in order to manage risks to the health, safety or welfare of the student and/or others.

The College will consider all such instances fairly, sensitively and carefully, on a case-by-case basis, in accordance with the Cancellation of Applications and/or Offers Policy.

Perspective students who declare a disability will be contacted by the Student Welfare Officer who will offer an opportunity to discuss their individual needs and enablers to learning and send feedback to Admissions.

When discussing support needs with the College, prospective students are encouraged to raise the learning strategies and support they may already have in place, and may be invited to disclose medical evidence or other information relating to their disability, in order to assist the College to consider their individual circumstances and identify appropriate support for their chosen programme of study together with any pre-entry support to assist with transition on to the programme.

The College will treat all information disclosed for this purpose sensitively and confidentially.

#### 13. Applicants with criminal convictions

Applicants who have been made an offer are required to disclose relevant unspent convictions. Candidates with relevant unspent criminal convictions will be required to provide further information which will be sent to a Panel for review to determine whether the conviction is such that the applicant may require special measures to be put in place to provide effective support for the applicant and/or to protect other students and staff from perceived risk. When needed, further authorities will be contacted. Once the necessary checks have been made and a decision has been taken, the candidate will be informed about the final decision.

Further details about unspent convictions assessment outcomes and list of relevant unspent convictions can be found on the <u>UCA Applicant Criminal Convictions Policy</u>. Having any unspent criminal convictions will not necessarily be a bar to admission.

#### 14. Auditions, Interviews and Assessments

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

#### **Course specific selection procedures:**

- <u>Music Performance programmes</u>: all applicants meeting the minimum published entry criteria will be invited to an audition. Applicants who do not meet the minimum entry criteria may still be invited to audition based on a holistic assessment of their application, including their personal statement.
- 2. <u>All other courses:</u> applicants may be invited to an <u>interview and/or to submit their portfolio or evidence of their expertise</u> at the discretion of the College, if they do not meet the minimum entry criteria, but show a genuine interest and the promise of ability for the course of study on their application form, for example within their personal statement, academic/work experience and/or reference, or where there is insufficient information in the application on which to make a decision.

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

All Interviews will be conducted by an appropriately qualified and trained member of staff in line with the **UCA Equality, Diversity and Including Policy**, which is guided by the Equality Act (2010).

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

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

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

Course specific audition/interview procedures:

 Music Performance programmes and (subject to modules applied for) short courses applicants may organise their own musical accompanist for one piece only, if needed, however the accompanist is not permitted to remain in the interview for any time other than the performance of the piece.

The audition for these courses will normally comprise of:

- a practical audition
- a theoretical skills analysis, usually in the form of a theory test
- a 1-1 interview with an assessor on the applicant's experience, skills and interest in Music
- 2. Interviews for all other courses will normally comprise of:
  - a 1-1 interview with an assessor on the applicant's experience, skills and interest in the course
  - where relevant, a discussion of the applicant's portfolio submission

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

#### The role of the Interviewer

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

#### Data

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

#### 15. Recognition of Prior Learning ('RPL')

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

#### Routes

- A. Claims for entry with advanced standing (e.g. direct to stage 2 or 3 of a course
- B. Claims for mid-year transfer from a course of study at another institution
- C. Claims for admissions without the threshold entry qualifications
- D. Claims for exemptions from units

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

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

#### **Credit Transfer**

Applicants who have completed the whole or part of a course of further or higher education at an institution in the UK may be admitted with specific credit at an appropriate point, where learning equivalent to that required on a University course can be evidenced.

The student will be required to present a transcript or record of achievement and evidence of the material covered (e.g. formal documentation of the curriculum undertaken and credits achieved). Copies of coursework completed may also be requested.

Learning for which credit is claimed must be current. Certificated learning must normally have been gained within the five years immediately preceding admission. However, if the student can demonstrate that the learning has remained current, for example through the circumstances of his/her employment, credit may be awarded for previous learning.

#### Accreditation of Prior Experiential Learning (APEL)

Where a student has relevant knowledge and skills and where these can be assessed appropriately, experiential learning may also be accredited. Learning may have been achieved through paid employment, voluntary work or industrial training or study of any kind which was not formally assessed or certificated.

The applicant is responsible for identifying the relevance of any knowledge and/or skills he/she has and for providing appropriate documentary evidence.

A claim must include a clear statement of what was learned and its relevance to the unit or course of study in question as well as appropriate supporting evidence.

Credit will be awarded where the learning identified matches or is equivalent to that required by the course or unit for which credit is being claimed.

Where appropriate, both admission with advanced standing and exemption from certain units may apply. This means that a student may be admitted at stage two of a degree course and also be exempt from certain units at Level 5, where he/she is deemed already to have met the requirements of those units.

#### **Assessment of Prior Achievement**

Admissions and relevant Course Leaders are responsible for determining the relevance of any prior achievement in the case of entry with advanced standing or without threshold entry qualifications. The Course Leader is responsible for recommending the accreditation of individual units. In each case the responsible member of staff will take advice from other staff as appropriate (e.g. responsibility for investigation and assessment may be delegated to the unit leader.) The Course Leader will hold final responsibility for approving or rejecting the claim on behalf of the College and will notify the Admissions department accordingly.

The Course Leader will have final discretion as to:

- the extent to which prior learning can be recognised;
- whether stage exemption is permitted; and
- where RPL or stage exemption is permitted, the LCCM module choices available to the student, noting that these may be constrained in such cases.
- A. Mid-year transfer from a course of study at another institution

This type of transfer is not normally considered mid-unit. Course Leaders (in consultation with the relevant unit tutors) will have the discretion to vary the assessment requirements for transferring students to ensure that they can demonstrate all outstanding learning outcomes.

Assessment of the claim will take place prior to enrolment.

B. Entry with advanced standing (i.e. directly to stage 2 or 3 of a course)

Claims for admission with advanced standing may be made at the point of application by any applicant who believes themself already to have fulfilled some of the requirements of the first stage of the course to which they are applying.

If a request for entry to a higher level is received after an applicant has accepted an offer, the request will be sent on to the relevant Course Leader for assessment prior to enrolment (the offer of a place at the College will remain unaffected and will stand pending the outcome of this claim).

C. Claims for admission without the threshold entry qualifications

Where an applicant believes themself to have met threshold entry standards even though they do not (and will not, at the point of entry) hold the appropriate certificated qualifications for entry to the course to which they are applying, they should inform the College at the point of application.

Where an admissions tutor identifies that a student does not have, and will not have at point of entry, the threshold entry qualifications, they should record the details of the decision to admit the student

without threshold entry qualifications, which will be returned to the Admissions department for processing.

## D. Claims for exemption from units

Applicants seeking exemption from individual units must apply prior to admission to the course. Assessment of the claim will take place before the start of the semester in which the unit(s) is/are to be delivered.

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

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

## 16. Decisions

The outcome of the interview will normally be detailed to the applicant in writing no longer than two business days after the date of interview. UCAS Applicants will also be informed of the outcome via the UCAS Track system.

- Information will be provided to the successful applicant on:
- any conditions attached to the offer
- what the applicant has to do next and by when
- tuition fees, course cost and payment arrangements
- course material information
- tripartite Terms & Conditions

Where a reference has been requested but an interview or other selection activity is conducted before the reference has been received, an offer may be made 'subject to reference'. This condition will be

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

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

Where, following audition, portfolio review or a similar structured, documented and Collegeadministered candidate assessment, LCCM wishes to make the offer of a place, that offer may be made without conditions if a prospective student's application indicates that they have already met our normal entry conditions (including applicable tariff points) prior to the offer of a place.

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

Full details of how to accept an offer are explained to candidates in the offer email.

In order to support our transparent admissions system, general feedback in regard to audition and interview outcomes are shared with the applicant when the offer is made. In case of rejection, Admissions will explain the reasons why the applicant was not successful with relevant supporting information and constructive guidance, based on the assessor's comments. In addition, we recognise an applicant's request to know in detail why their application was deemed unsuccessful. The Admissions Department will provide written feedback on an individual basis in response to receiving a formal request (written or emailed) from the applicant within 4 weeks of the decision being made.

To comply with data protection law, the College is not able to provide feedback to anyone other than the applicant unless Admissions have been granted permission to do so by the applicant in writing. Feedback will be sent to the email address the applicant has provided on their application form, or to the address stipulated on their letter. Accordingly, applicants should ensure that they inform Admissions of any changes. Reasons for rejection:

- Entry criteria for course not met
- Assessment criteria for the course not met
- Portfolio/audition does not meet required standard for course
- Personal statement and/or interview does not indicate sufficient knowledge and/or engagement with course
- Reference not adequate
- Previous Academic Failure of the course does not allow a new offer to be made
- Late applications received after the course becomes full
- Parts of the application are considered fraudulent
- A place could not be offered following the outcome of a Criminal Convictions Panel
- The application was received after the equal consideration deadline and the course is full

Candidates who have been accepted on a course, might request to defer their entry to the next academic year. In general, this should always be possible prior to enrolment and when possible, the deferred entry acceptance will also be reflected on UCAS. Applicants are made aware that there is no guarantee that the programme will not be subject to changes.

## 17. Appeal and complaints regarding the admissions process

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

- LCCM admissions policy or process has not been followed correctly; or
- key information was not made available during the application process, through no fault of the applicant with material affect upon the outcome.

The <u>LCCM Admissions Appeal Procedure</u> policy details this process.

The <u>Applicant Complaints Policy</u> should be followed in cases where applicants wish to complain about the conduct of the admissions procedure, without appealing the outcome.

The Academic Board reviews this policy annually.

## 18. Data Protection

The University takes its obligations with regard to data protection seriously. <u>Data Protection Notices</u> provide information about how we collect and use Personal Data in accordance with applicable data protection law, including, the General Data Protection Regulation 2016/679 ("GDPR").

# 19. Young Applicants (to be read in conjunction with the UCA Admissions of students under the age of 18)

- LCCM and UCA wish to ensure that study at the institution is right for each student. If a student
  has not yet reached the age of 18 by the start of their programme of study or is coming directly
  from secondary school, LCCM's style of teaching may be very different from their previous
  learning experience. LCCM aims to ensure that studying on any of its programmes will be a
  positive experience and that all students offered a place will be equipped to gain the intended
  educational benefit from its provision.
- LCCM students need to be able to manage their time effectively and develop strong study and organisational skills, follow strict timetables, plan ahead and meet deadlines.
- All applicants under the age of 18 should be aware:
  - that no special support is offered on grounds of age;
  - that studying with LCCM involves not just understanding what is being read, but also the ability to communicate that understanding through assignments at Higher Education level and through discussion with others, who will mainly be adults;
  - that you, rather than your parent/guardian/carer, will be expected to interact with your tutors or with other institution staff
- LCCM is primarily a Higher Education institution for adults. Some modules may contain material which has been externally rated as suitable for adults only (for example, discussion of an "18" film). All modules are scrutinised for their suitability for students under 18 as part of the module approval process and will be identified accordingly.

- If you are under the age of 18 you may enter contracts for education without the consent of your parents, guardians or carers and the institution's contract for the services we provide will rest directly with you. The registration agreement for students under the age of 18 will ask for a signature from a parent, guardian or carer to confirm that they have read and understood LCCM's safeguarding guidelines for students of this age.
- Support from parents, guardians or carers during study is valuable, but it should be recognised that the teaching relationship is between the student and LCCM, and students must be responsible for their own academic progress and for complying with LCCM's rules and regulations.
- Students who reside in England, Wales, Scotland or Northern Ireland and are aged 16 or over may be eligible for a tuition fee loan. Students should be aware that taking a student loan is likely to affect their ability to take out a further student loan in the future and should check their position with the Student Loans Company. There may be additional support for those with caring responsibilities. Although the contract for the services LCCM provides is directly with the student, for students under the age of 18 who are not paying the fees themselves, LCCM would rely on the student to pass the correspondence (Invoices, statements or letters chasing for payment) to the person who will be paying. This should be a parent/guardian/carer/next of kin who can make the payment on the student's behalf.

## **ASSESSMENT POLICY**

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

## **Assessment Types:**

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

(noting that above examples are not exhaustive)

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

## Feedback:

 Feedback is an integral part of the teaching learning and assessment strategy within LCCM (White Book Chapter 4). Students will be taught to look for and appreciate the range of feedback opportunities, formal and informal, the latter including class discussion and peer observations. Formal feedback from tutors and provisional marks will be provided within 15 College working days of the published final submission date for assessments of live performance and 20 College working days for all other assessment types. College working days are defined throughout this Policy as weekdays outside of bank holidays and defined College closure periods. It will be made clear that marks received at this point are provisional, subject to scrutiny from the External Examiner, sample marking, Assessment Board decisions and any lateness penalties.

#### **Regulations:**

#### Live assessments

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

#### Written Examinations – Examination Room Protocols

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

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

## **Coursework - Submission of coursework:**

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

## Late Coursework

- 20. Where coursework is submitted late and there are no accepted extenuating circumstances it will be penalised in line with the following tariff:
  - a. Submission within 6 College working days: a 10% reduction for each working day late down to the 40% pass mark and no further.
  - b. Submission that is late by 7 or more College working days: submission not marked and given a mark of 0.

## **All Assessments**

## **Extenuating Circumstances**

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

## Interruption of Study

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

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

#### **Internal Marking and Moderation:**

28. Process for unseen assessments taken under examination conditions:

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

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

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

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

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

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

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

- 29. Practical examinations are double-marked, and the proposed final result agreed between the two markers.
- 30. Music students coursing Principal Instrument 3 will complete a recital (in an appropriate format) to complete their programme of study. The recital will be performed to a panel including:
  - Instrumental Subject Leader
  - Module Leader
  - External Expert

The results will be agreed between the panel members.

- 31. Written examinations and coursework are all first marked, and a sample will be second marked to ensure fairness, parity and consistency. This sample will:
  - Cover all types of assessments
  - Cover all types of specialisations
  - Reflect the range of students by gender, nationality and age

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

## Mark schedule:

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

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

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

## Results

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

## **External Verification:**

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

## **External Examiners:**

- 39. All external examiners are appointed by and report to the Open University. LCCM will use their external examiners as critical friends to ensure academic integrity.
- 40. After all work is assessed and moderated a sample will be scrutinised by the External Examiner to ensure that assessment criteria have been interpreted correctly and that there is parity of assessment across the cohort.
- 41. The external examiner would normally review a sample that covers a cross section of work, including all fails and classification borderlines. Where mark distributions seem unusual or cohort sizes are small the Eternal Examiner may request access to all work.

## **Progression:**

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

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

- 44. Where a student has failed an assessment (or component thereof) and not achieved a pass or compensated pass for the module overall, the student will be offered one opportunity to resit the failed assessment. Normally, this will be prior to the commencement of the next academic year.
- 45. Where an assessment has been failed at a resit or a student has not taken up the opportunity to resit, and an overall pass grade or compensated pass for the module has not been achieved, the student will be offered one opportunity to *retake*. This is a second attempt of all assessment components within a module. A retake may require the student to participate in classes to prepare them for the second attempt. This will be confirmed at the Examination Board. An individual educational plan will detail the modules, attendance requirements and additional charge.
- 46. Where a student has not achieved a pass grade for a module after applicable compensation, resit and retake options have been exhausted, the Board of Examiners may, at its discretion, permit one of the following repeat options: (a) partial retake as a fully registered student; (b) partial retake for assessment only; or (c) full retake. Further details of these may be found in the LCCM Regulations for OU Validated Awards.
- 47. All resits and retakes of assessments will incur a charge to cover the additional administrative and academic costs. In the event that supporting musicians have to be employed for a re-scheduled or second attempt, the student will be expected to contribute to this additional cost. All re-sit and re-take charges will be agreed by the Board of Governors annually and published prior to the start of the academic year on the web site.

## **Final Classification**

48. Awards and certificates are issued by The Open University or the University for the Creative Arts and students will be invited by it to attend a degree conferment ceremony. Additionally, students receive diploma supplements verified by LCCM and the OU or UCA

49. As approved at UCA Academic Board at its meeting in March 2021, the UCA will calculate the indicator score (used to identify whether a student achieves a 1st, 2:1, 2:2 or 3rd) for Undergraduate awards as follows:

All marks at level 5 (weighted at 25%) + All marks at level 6 (weighted at 75%)

	0.25 x	sum (level 5 unit mark x credit volume of that unit) sum (level 5 credit volume)
Indicator Score =		+
	0.75 x	sum (level 6 unit mark x credit volume of that unit) sum (level 6 credit volume)

OR

All marks at level 6 only (weighted at 100%)

Both calculation methods to be applied and student award based on the higher of the two

50. An undergraduate award will be classified as:

Academic level	Description
70 - 100	1 <sup>st</sup> Class Honours
60 - 69	Upper 2 <sup>nd</sup> Class Honours
50 - 59	Lower 2 <sup>nd</sup> Class Honours
40 - 49	3 <sup>rd</sup> Class Honours

- 51. An UCA postgraduate award will be classified as:
  - Distinction
  - Merit
  - Pass

52. Where a student has met the requirements for award, there degree classification will be determined the following way:

	0.5 x	final project unit mark†
Indicator Score =		+
	0.5 x	sum (non-final project unit mark x credit volume of that unit) sum (non-final project credit volume)

53. An postgraduate award will be classified as:

Academic level	Description
70 – 100 pass @ 1 <sup>st</sup> attempt	Distinction
60 – 69 pass @ 1 <sup>st</sup> attempt	Merit
50 - 59	Pass
40 - 49	3 <sup>rd</sup> Class Honours

54. The calculations and classification bands are explained in detail in the UCA Common Credit Framework and relevant programme handbooks.

This policy is reviewed annually by the Academic Board.

# **CAREER EDUCATION, INFORMATION, ADVICE & GUIDANCE POLICY**

## **GENERAL STATEMENT OF PRINCIPLE**

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

## LCCM will:

- 5. Employ, contract and consult with industry practitioners at all levels of Academic Governance
- 6. Include external links with industry, professionals and other relevant subject specific institutions in the way it reviews and self-reflects on its mission and strategic plan
- 7. Work largely with freelance staff and devise quality systems for managing large numbers of freelance professionals in order that:

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

18. Provide students with opportunities to record and perform in venues throughout London where doing so encourages greater learning and experience

This policy is reviewed annually by the Senior Management Team

# **COMPLAINTS POLICY & PROCEDURE**

## INTRODUCTION

- 1. This procedure applies to:
  - a. Complaints arising from a student's educational experience, other than disputes relating to assessment and examinations (see below);
  - Complaints in respect of academic and/or administrative support or other services provided by LCCM;
  - c. Complaints regarding alleged harassment by staff of LCCM or an LCCM study centre;
  - d. Complaints arising from alleged discrimination by staff of LCCM or an LCCM study centre in relation to gender, race, disability, sexual orientation or otherwise.
- 2. This list is not exhaustive. Complaints falling outside those listed above will be considered and investigated at the discretion of the University.
- 3. Complaints are dealt with without recrimination. Students making legitimate complaints will not suffer disadvantage or reproach and their studies at LCCM will not be prejudiced as the result of making a complaint. Consequently, students who have complaints must make them in good faith and without malice.
- 4. Students who make complaints that are frivolous, vexatious, malicious, obscene or abusive may be subject to disciplinary action under the Student Code of Conduct and Disciplinary Procedure.
- 5. This procedure does not apply to:
  - Candidates wishing to appeal against an academic decision; separate procedures exist for such appeals. Candidates should also note that appeals against the academic judgement of examiners cannot be accepted
  - b. Disciplinary matters; these will be dealt with in accordance with separate procedures in place within LCCM.

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

## STAGE ONE: INFORMAL RESOLUTION

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

## STAGE TWO: FORMAL COMPLAINT

- Formal complaints should be submitted in writing to the Operations Manager outlining the reason for the complaint (i.e. in respect of academic and/or administrative support or other services provided by LCCM)
- 10. The Operations Manager may nominate another member of the Senior Management Team to act as Lead Investigator on the complaint.
- 11. The Lead Investigator will confirm receipt of the complaint to the student, normally within five working days.
- 12. The Lead Investigator may request additional information, or evidence from the student, in which case the student will be notified in writing and given five working days to respond.
- 13. A formal meeting will be convened by the Lead Investigator to consider the complaint, normally within ten working days of receipt of the complaint.

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

## STAGE THREE: REVIEW OF OUTCOME

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

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

## APPEAL ON COMPLETION OF COMPLAINT

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

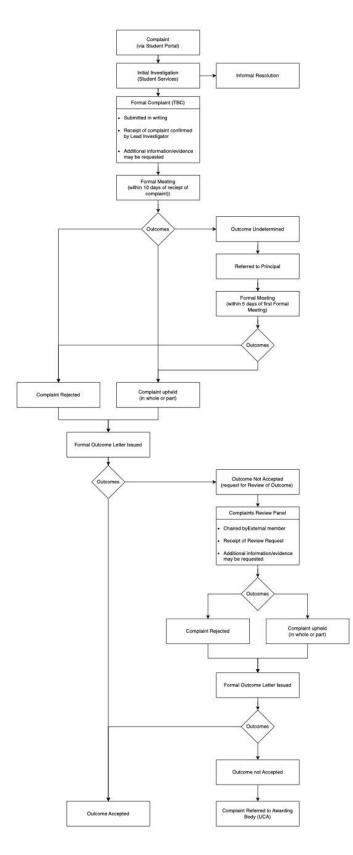
- 29. In the event that the student is not prepared to accept the decision, the student will be advised, via the Outcome Letter, whether he/she has the right to take his/her complaint initially to the degree awarding institution (the University of Creative Arts).
- 30. Where the complaint cannot be referred to an awarding body, the complainant has the option to submit their complaint to the Office of the Independent Adjudicator (OIA) for Higher Education within 3 months of the date of the "Completion of Procedures Letter".
- 31. All complaints will be treated confidentially within the complaints procedure and evidence of complaints will be kept by the Academic Board for two years and no longer.

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

## **POLICY GOVERNANCE**

32. The Senior Management Team reviews this Policy annually.

## **Complaint Procedure Flow Chart**



# DEFERRAL OF ASSESSMENT & EXTENUATING CIRCUMSTANCES POLICY & PROCEDURE

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

## **Extenuating Circumstances:**

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

Extenuating circumstances will not normally include:

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

## **General principles**

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

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

## Procedures

## Please note:

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

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

## **Deferring an assessment**

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

## Stage 1

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

## Stage 2

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

## Stage 3

12. When a deferral is agreed, the student will be informed by Student Services Team:

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

## Stage 4

- 13. Students have a right of appeal; grounds for appeal will only be considered where:
  - the student can present new credible supporting evidence that was not available at the time of the initial request or
  - Student Services have not followed this procedure correctly

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

## Stage 5

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

## **Deferral Requirements**

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

## **Extenuating Circumstances**

Where a student wishes to apply of mitigation due to extenuating circumstances the following

process shall apply:

## Stage 1

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

## Stage 2

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

## Stage 3

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

## Stage 4

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

## Stage 5

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

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

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

#### Stage 6

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

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

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

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

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

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

This policy is reviewed by the Academic Board annually.

# EQUAL OPPORTUNITIES AND DISCRIMINATION POLICY

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

This policy is reviewed annually by the Board of Governors.

# FITNESS TO PRACTICE POLICY

## WHAT IS HEALTH, WELLBEING AND FITNESS TO STUDY?

- 1. The term 'Health, Wellbeing and Fitness to study' as used in this policy relates to the entire Student Experience, and not just a student's ability to engage with their academic studies. The College's academic and other regulations require that students participate in their studies and broader student life in an appropriate manner (with reasonable adjustments where appropriate), without putting their own wellbeing and/or safety at risk and without putting the wellbeing and/or safety of other students, staff, or third parties at risk. Being able to meet these requirements (if appropriate, with reasonable adjustments) demonstrates a student's continuing fitness to study.
- 2. Where a student has disclosed that they have a physical or mental impairment that has a substantial and long-term impact on their ability to undertake normal daily activities as a student, the College will make reasonable adjustments to enable them to continue their studies and meet the learning outcomes for their course.
- 3. The College recognises that on occasion a student's physical health or mental wellbeing may deteriorate to a point where it becomes impossible for them to be able to continue with their studies. Whilst the College has a general duty of care to all within its community and a responsibility to take action to support those in distress, the College is an academic community and the support and care facilities it is able to provide for its students are those that are appropriate to an academic community.

## THE PURPOSE AND SCOPE OF THIS POLICY

4. This is a supportive policy which can be used when a student's health, wellbeing and/or behaviour is having a detrimental impact on their ability to progress academically and/or to function at College. It should be used for any student whose ability to cope with College life, to study or progress on their course in a self-sustaining way (with reasonable adjustments where appropriate) is compromised as the result of their health, wellbeing or a disability. It is an alternative to disciplinary procedures where there is concern that a student's behaviour may include issues relating to ill-health, mental health, personal stress or disability.

- 5. Should a concern regarding a student's fitness to study or wellbeing arise, this policy ensures that any steps taken will consider the best interests of the student and their right to make informed choices about the options available to them and ensure the provision of appropriate reasonable support and adjustments, ensuring a consistent and sensitive approach to managing situations.
- 6. Concerns should be acted on promptly as early intervention and support can result in better outcomes for the student and may avoid the situation becoming more complex.

## WHEN TO USE THIS POLICY

- 7. The Health, Wellbeing and Fitness to Study Policy should be considered as an alternative to other means of managing concern about academic conduct or progress where there is concern that a student's behaviour, attendance and academic progress could be the result of mental or physical ill health or disability or have an impact on the health, safety or wellbeing of other people. Cause for concern may arise from a wide range of circumstances, including (but not restricted to) the following:
  - a. Concerns about the student's wellbeing are raised from a third party,

for example academic staff, a friend, placement provider, housemate, medical professional, or a Programme Administrator.

- b. A student has told a member of staff that they have concerns about their health, wellbeing and fitness to study.
- C. A student's disposition is such that it indicates that there may be a need to address an underlying health issue, for example if they have demonstrated mood swings or unusual behaviour; shown signs of depression; become withdrawn, aggressive and/or distressed.
- d. Behaviour, which would otherwise be dealt with as a disciplinary matter, which it is considered may be the result of an underlying physical or mental health difficulty.
- e. A student's health difficulties are adversely affecting the health, safety or wellbeing of others.

- f. A student's academic performance or physical behaviour is not acceptable, and this is thought to be the result of an underlying physical or mental health difficulty.
- 8. Students should be involved in the management of their own wellbeing wherever possible. However, there may be times where a student is unwilling or unable to work within these procedures. Lack of engagement with this policy may lead to the College invoking formal disciplinary procedures against the student.

## **LEVEL 1 - INITIAL SUPPORT AND GUIDANCE TO STUDENTS**

- 9. Level 1 should involve informal discussion(s) between the student and their personal tutor, Programme Leader, a Student Services team member or another appropriate member of staff and may be initiated by either the student or the member of staff. The informal discussion(s) should give the student the opportunity to explain their perception of the matter.
- 10. Should staff feel that they are not confident about dealing with a situation they are encouraged to seek advice from Student Services. To ensure appropriate levels of confidentiality, this advice may initially be sought without disclosing details of the student concerned.
- 11. The student should be encouraged to use the support services offered by the College. It may also be appropriate to look into the possibility of applying special academic arrangements to enable the student to study effectively (for example, making alternative arrangements for lectures/notes to be supplied, exploring whether a support worker may be provided). It should be made clear to students when their needs exceed the usual pastoral role of an academic tutor and they will need to be referred on to specialist support.
- 12. The support services available at the College to which students may be signposted if it is felt they will be of benefit, and which the student should consult are Student Services
- 13. It is hoped that in most cases issues can be resolved at this informal stage, and that students will respond positively, taking advantage of the support available. Any plans agreed

between the member of staff and the student should be set out in writing to the student, so it is clear what has been agreed.

14. Further meetings may be scheduled to monitor the situation and progress made by the student. If the concerns have not been addressed, support has not been sought, and/or progress has not been made, the case should move on to the next stage of the policy through referral to Student Services.

#### LEVEL 2 – CASE CONFERENCE

- 15. Should the preliminary action as outlined in Section 4 be unsuccessful, and there are continuing and/or further emerging concerns about a student's health, safety, mental well-being, and/or ability to study, Level 2 should be invoked.
- 16. The member of staff with primary responsibility for the student (for example, Programme Leader, or a Student Services team member) should convene a case conference (at which the student may or may not be present). The case conference will usually include those who can best provide expert and specialist advice on the case being considered and those who need to be there because of their relationship with the student. The case conference will usually include:
  - i. A senior member of academic staff from the student's academic department or an academic representative from the student's course team as appropriate.
  - A representative from Student Services (if Student Services are not planned to be in attendance, the member of staff calling the case conference should discuss the matter with the Student Services Manager in advance of setting the date and time of the meeting).
- 17. The conference will usually be chaired by the representative of either the academic department, or Student Services.
- 18. If they are invited to attend, the student will usually be given at least five working days' written notice of the meeting and will be informed of the purpose of the meeting. They will also be provided with any documents which will be considered by the meeting and asked to provide any documentation they may wish considered.

- 19. The student may request to attend all or part of the case conference which the conference may agree or not. If the student requests attendance and this is not permitted, they must be informed of the reason(s) for this decision. If the student does attend, they may be accompanied by a currently enrolled student of the College. The student may also be accompanied by a support worker (for example sign language interpreter or mental health worker/disability adviser) as appropriate to their needs.
- 20. The outcomes available to the case conference are:
  - i. No further action required.
  - ii. To monitor the student formally for a specific period of time. An action plan will be agreed with the student detailing any steps the student will need to take and the support to be provided to the student. Regular review meetings will be arranged with the student and a nominated member of staff. The student should be made aware of what will happen if the action plan is breached, which will normally involve their case moving to Level 3.
  - iii. To recommend a specific academic arrangement be put in place. This may include a recommendation for the student to intermit from their studies.
     Such a recommendation should be agreed by the student's academic department and the student. If the student does not agree, the case will move on to Level 3.
  - iv. To refer the case to a case conference convened under level 3 of this procedure. This will be appropriate in serious cases, for example where there is evidence of a serious risk to the health and safety of the student or others in the College community. A referral to level 3 of this procedure would be made when it is considered that intermittence or withdrawal may be the appropriate course of action or if the student has not agreed to a recommendation or action plan made under level 2.
- 21. It is expected that as soon as possible following the case conference the student will attend a meeting with the Programme Leader (or designate) and the Student Services Manager (other participants may be present on the recommendation of the case conference) in which any decision(s) made will be outlined and explained to the student.

22. A record of the meeting and its outcomes, recording agreed actions, will be made and distributed to all attendees within five working days.

#### LEVEL 3

- 23. Level 3 may be initiated due to:
  - i. A referral to Student Services following a level 2 case conference;
  - ii. Persistent and/or serious concerns raised about a student's actions, behaviour, health, safety, or mental well-being that are putting the health, safety, well-being and/or academic progress of their self or other members of the College community at significant risk will, exceptionally, cause Level 3 to be initiated without reference to Levels 1 and 2;
  - An urgent notification relating to significant concerns about a student's actions, behaviour, health, safety or mental well-being to the Student Services Manager, Academic Registrar, or Programme Leader.
- 24. Student Services will initiate the convening of a case conference by notifying the student's academic department. That department will invite to attend those who can best provide expert and specialist advice on the case being considered, and those who need to be there because of their relationship with the student including their Programme Leader or designate. The case conference will usually include:
  - i. An academic representative from the student's course team
  - ii. A representative from Student Services
  - A senior member of academic staff from outside the student's academic department will chair the conference
- 25. Wherever possible, the student will be given at least five working days' notice of the case conference in writing and informed of its purpose. They will also be provided with any documents which will be considered by the case conference, and asked to provide any documentation they may wish it to consider.

- 26. The student may be accompanied at the case conference by a currently enrolled student of the College. The student may also be accompanied by a support worker (for example, a sign language interpreter or mental health worker/disability adviser) as appropriate to their needs.
- 27. Exceptionally, where it is felt that a student's behaviour is deteriorating quickly an immediate emergency case conference may be called without the usual five (5) days' notice. An emergency case conference may be held via a conference call, telephonically or electronically as appropriate. Any decision arrived at by the emergency case conference must be agreed collectively. An emergency case conference must be followed by a further case conference, which will normally be held within four weeks of the emergency case conference, to review the situation.
- 28. Prior to the case conference medical assessment may be sought, usually from the student's GP or medical practitioner. The student will be asked to authorise full disclosure to the College of the results of any examination. The College recognises that the information disclosed will constitute "sensitive data" for the purposes of the Data Protection Act 1998 and it will be handled, processed and stored accordingly. Should the student refuse to undertake a medical examination, the conference may either continue this procedure based on the information already in its possession, or use another appropriate means to address the issue.
- 29. In the event that student is unable to attend the case conference the College will make reasonable efforts to enable them to do so, for example by moving the case conference to a time or location with which the student feels comfortable.
- 30. Alternatively, the student may ask the case conference to consider the case in their absence on the basis of written reports which may include a written statement from the student or their representative.
- 31. The case conference may order proceedings at its discretion and may call external professional(s) where required.

- 32. The case conference may consider various options including:
  - A short-term intermittence to allow the student to be assessed by a medical professional, access support services both within and outside the College or for the College to obtain further information. A short-term intermittence will be reviewed within four weeks.
  - ii. Intermittence with conditions for a period of up to two academic years.
  - iii. A requirement to withdraw if the conference concludes, taking into account the individual circumstances of the case and any supporting medical evidence, that there is no reasonable prospect of the student re-engaging with their course within their period of registration a recommendation will be made to the Vice Principal (Teaching and Learning) that the student be required to withdraw. This recommendation should only be made in the most serious cases. Should this occur, it must be reported by the Vice Principal (Teaching and Learning) to Academic Board.
  - iv. Any other action considered to be appropriate and proportionate.
- 33. Following the case conference the agreed course of action will be communicated to the student by the Programme Leader (or designate) and Student Services within five working days of the case conference at which time the student may again be accompanied at the meeting by a currently enrolled student of the College or an elected member of the Student Union. The student may also be accompanied by a support worker (e.g. sign language interpreter or mental health worker/accessibility adviser) as appropriate to their needs. It will also be made clear why the College is requiring this course of action. A letter will be sent to the student from the Student Services Manager copied to the Viceprincipal within 48 hours of this meeting to confirm the agreed outcomes/actions. The letter should be sent by registered mail to all addresses held by the College for the student.

#### **RETURN TO STUDY**

34. Each student's case will depend upon the specific circumstances and context out of which concern arose but, in all cases, return to study will be dependent upon satisfactory medical evidence of fitness to study and the provision of information about appropriate support

services with a recommendation of the benefit of continuing to study with support. Evidence submitted should be from a recognised health professional who has sufficient knowledge of the nature and extent of the student's previous problems and the College's concerns about them to be able to make an informed statement of the student's renewed ability to manage the demands of studying at College-level.

- 35. In cases where the College has any continuing concerns about the individual's health, wellbeing and fitness to study, it may require a second medical opinion. In this case a student may be asked to submit themselves for medical examinations by doctors/specialists nominated by the College, at the College's cost, to allow the situation to be properly evaluated. Students will only be permitted to return if, after receiving medical advice, the College is satisfied that the individual is fit to study and able to comply with any conditions imposed on their return.
- 36. The decision to permit a return to study will be made by the Programme Leader in conjunction with the Student Services Manager who will be satisfied of the student's fitness to study, compliance with any conditions imposed, compliance with academic regulations and availability of support upon return. The College may require a meeting to be held with the student prior to their return to inform the decision-making process by both the College and the student of the student's fitness to return to study.
- 37. In any case where a student returns to study following the implementation of this policy, the College may decide that there should be regular review meetings with the student that can be used to support and monitor a return to study plan and provide staff with an agreed context in which to provide ongoing pastoral care. If so, the student must provide their continued co-operation in this respect and such review meetings may continue for part or all of their remaining time at the College.

#### APPEAL

38. Any student wishing to appeal the decision of a case conference should follow the College's appeals procedure. This should be notified to the Vice Principal (Teaching and Learning) within twenty working days of the student's receipt of the decision.

This policy is reviewed yearly by the Academic Board

# FREEDOM OF SPEECH CODE OF PRACTICE

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

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

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

- Academic Freedom
- Guests, Speakers and Events Policy

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

5. This Code of Practice applies to:

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

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

7. There are a wide range of limitations prescribed by law. They are to be found in equality legislation, health and safety legislation and aspects of the criminal law such as public order, criminal damage and

anti-terrorism legislation. The Counter-Terrorism and Security Act 2015 requires LCCM to have due regard to preventing people being drawn into terrorism. LCCM may need to exercise its authority under this Code to ensure that events and speakers do not misuse LCCM's premises, facilities or brand to promote extremist views where these are deemed likely to draw people into terrorism.

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

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

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

9. In reaching a decision not to allow an event on its premises or to remove online content, LCCM will give careful consideration to available evidence and all the relevant issues, and act proportionally. It will balance the right to freedom of speech, and its duty to protect it, with any relevant legal limitations. It

will also take into account relevant guidance and advice, for example from the police and from the Department for Education's Regional Prevent Coordinators.

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

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

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

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

This policy is reviewed annually by the Academic Board

# **GUESTS, SPEAKERS AND EVENTS POLICY AND PROCEDURES**

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

- They must treat others with courtesy and respect within a framework of positive debate and challenge to seek to avoid insulting other faiths or groups
- They are not permitted to raise or gather funds for any external organisation or cause without express permission of LCCM
- 7. The institution will assess the risk of each invited guest tutor, speaker or event, and reach sound, evidenced judgements about the organisation or individual in question whilst ensuring LCCM meets its various legal obligations within the Freedom of Speech Code of Practice, the Statement of Academic Freedom and the government's Prevent strategy to reduce the threat of radicalisation and violent extremism in our community.
- All Internal and external events will always be coordinated and overseen by one or more experienced chair/s, tutor/s or member/s of staff. This allows monitoring if there is need to provide debate or challenge to views and ideas in line with the Freedom of Speech Code of Practice.
- 9. Where LCCM is sponsoring an event off-site or at premises not under its control, the same principles and procedures shall apply.
- 10. Wherever possible, LCCM will seek to share information on potential guests and speakers with other institutions, such as its awarding body, or where relevant with other local institutions, particularly where concerns may exist regarding the suitability or potential inflammatory nature of an engagement.
- 11. The institution will reserve the right to withdraw permission to hold an event, or an event which is underway may be terminated, if any aspect of it is found subsequently to breach the above criteria. However, in reaching this decision LCCM will give careful consideration to available evidence and relevant issues and in line with the Freedom of Speech Code of Practice and Academic Freedom.

## PROCEDURE

12. Module leaders, tutors or staff member wishing to invite any Guest Tutors or Speakers must email their requests and proposed budget to the Programme Leader for authorisation prior to the start of the Academic year to enable effective budgeting.

- 13. Once authorised, the relevant Module Leader, tutor or staff member is responsible for booking Guest Tutors and Speakers directly. However, they must liaise closely with their Programme Leader and the Student Services Manager and must notify the college of the name of the Guest, the area of expertise, reason for the invitation and overall subject of the class or event in advance of the speaker being booked.
- 14. The Academic Registrar or Student Services Manager, and/or Prevent Lead, will carry out an initial review process and note the following in the institution's Guest Speaker/Event Risk Register:
  - Expected number of attendees
  - Confirm whether the event will be a student only, invitation only event or open to the general public
  - Confirm whether the event is being held on LCCM premises or in an external location
  - Confirm any external speakers' affiliations (specifically where they are political or religious)
  - Declaration of any knowledge of controversy attracted by the speaker or topic in the past
  - Confirmation if the event and speaker are likely to attract media interest if so why?
  - Confirmation of website details (where relevant) providing further information on the speaker
- 15. Any failure to disclose full speaker details may result in a booking or event being cancelled and a referral for staff disciplinary action, subject to agreement of any contractual matters.
- 16. Where no risks have been identified to the college and the community, the engagement request will be permitted to take place, subject to the availability of resources.
- 17. All events should comply with LCCM's Freedom of Speech Code of Practice and the statements of Principles of Academic Freedom in views to promote equality and diversity, whilst eliminating and preventing discrimination or harassment. Event Chairs should be familiar and able to uphold these polices by challenging anyone in an event who undermines a college policy.
- 18. For any LCCM branded, funded or affiliated external events an Event Risk Assessment will be followed by the event organiser and Prevent Lead in order to ensure careful consideration of the

Freedom of Speech Code of Practice, the Statement of Academic Freedom and the government's Prevent strategy. This will include research into any violations of Point 6 of this policy and/or threats of radicalisation and violent extremism from the external venue and area.

- 19. LCCM requests that Guest Tutors, Speakers and Artists email their invoice directly to the Student Services Team and copy the organising tutor or member of staff.
- 20. Where there is a perceived risk, the matter will be referred to the Senior Management Team for a final decision.
- 21. Where a referral has been made, the SMT will assess risk on the following basis:
  - The potential for any decision to limit freedom of speech as per LCCM's pursuance of the 2017 Higher Education and Research Act
  - The potential for the event going ahead to cause the institution to be in breach of its Freedom of Speech Code of Practice, Statement of Academic Freedom and/or Equal Opportunities and Discrimination policy
  - The potential for the event going ahead to cause the institution to fail in its wider legal duties
  - The potential for the event going ahead to cause reputational risk to LCCM
  - The potential for the speaker's presence on the premises to cause fear or alarm to members of the student body
  - The potential for the speaker's presence on the premises to give rise to breach of peace
- 22. They may make one of the following recommendations:
  - Based on the risks presented permission for the event with the external speaker denied
  - Based on the risks presented permission for the event with the external speaker granted with no restrictions
  - Based on the risks presented permission for the event with the external speaker to go ahead with mitigations designed to reduce risk.

- 23. When considering any mitigations to reduce risk, the potential to cause risk themselves should be considered. For example, the decision to engage extra security measures should not result in heightened tensions and cause further risk to attendees.
- 24. The referral of speakers shall be reported to the Board of Governors via the Principal and the institution's annual report.
- 25. Any student who fails to uphold the Student Code of Conduct during an event may be subject to disciplinary action.
- 26. External bodies and or community groups using LCCM facilities are expected to uphold the institution's policies and principles in their duty of care and must confirm that any events taking place on LCCM premises are aligned with the relevant legal obligations.

This policy is reviewed annually by the Senior Management Team.

## HARDSHIP AND BURSARY FUND POLICY AND PROCEDURE

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

#### 3. TYPES OF AWARDS

The types of financial support available are bursary grants and hardship grants

**Bursary:** These grants are for self-funding students of lower income families who are having difficulty covering the course. They are able to apply for a partial course fee up to the amount of £1500.

<u>Hardship Grants and Loans</u>: These grants aim to assist all students who experience unexpected financial difficulties due to circumstances which could not have been predicted at the start of their course or who come from lower income families. The hardship fund support will be available through a travel support award to mitigate costs up to the amount of £500

#### 4. **PRINCIPLES**

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

#### 5. BURSARIES

Applicants for course fee waivers through this scheme must complete the application form available on the LCCM student portal and forward it with all documentation to LCCM Student Services in order to be considered. The applications should include:

- Complete LCCM Bursary/Hardship Application form
- Evidence of household income to support the request.
- Recommendation letter

#### **Regulations:**

- a. The LCCM Bursaries may be awarded to 'home' (UK) students and to EU undergraduate students classified by the SLC as 'home' for student support purposes who fall within the scope of this policy and whose household income in the relevant academic year is less than or equal to the qualifying threshold.
- b. For students whose household income is less than or equal to £25,000, any LCCM award will not exceed a maximum of £1,500 in each year of study, where household income remains equal to or less than £25,000 in each year.
- c. For students whose household income is between £25,001 and £42,620, any LCCM award will not exceed a maximum £1,000 in each year of study where household income remains between £25,001 and £42,620 in each year.
- d. Where a LCCM Bursary has been awarded, the waiver will be applied in its entirety to the course fee due for the given academic year. Where a student on programme of study withdraws from their programme or suspends their study, the waiver applied to the programme fee will be adjusted in accordance with the table below. The LCCM Withdrawal and Refund policy will apply in all other respects.

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

- e. Awards made are for the specified academic year only and cannot be applied to any outstanding financial balance owing to LCCM or its partners.
- f. LCCM will require the repayment of any award based on entry qualifications where a student has wilfully misrepresented their qualifications. The student may also be reported for investigation under the Student Conduct and Disciplinary Procedure.

#### 6. HARDSHIP FUND

Students applying for finance support in form of Hardship Fund must complete the application form available on the LCCM student portal and forward it with all documentation to LCCM Student Services in order to be considered. The applications should include:

- Complete LCCM Bursary/Hardship Application form
- Evidence of household income or financial hardship
- Recommendation letter
- Any further documentation supporting the application

The application must demonstrate the following:

a. Evidence of household income

or

- b. How their financial situation has changed since their studies began
- c. Why these changes are unexpected and could not have been predicted at the start of the course
- d. What steps the student is taking to find alternative funding or how going to fund themselves through the rest of their studies
- e. Students will be expected to demonstrate that they have thought about how they are going to fund the rest of their studies.
- Awards made under this category will usually be a combination of a hardship grant aor a loan.
   Students in their final year will normally be given a loan as it is expected that they will be able to take on paid employment on completion of their studies.
- Awards made under this category will only be provided as a travel relief up to the amount of £500. LCCM will not provide successful applications in any other means or with the amount in cash
- 9. How does LCCM define unexpected circumstances? The following are not considered unexpected and will not result in an award:
  - Students who, in the opinion of LCCM, had inadequate funding at the outset of their course;

- Students who have not made academic progress in accordance with expectations and have subsequently run out of funds. It is expected that students will have made provision for the realistic length of their studies;
- Students who have been affected by fluctuations in exchange rates. LCCM will generally only consider awards where this has been catastrophic or combined with other circumstances;
- Students who require assistance with childcare costs, where this has not been taken into account at the outset of their studies;
- Students who need assistance repaying debts that were in existence prior to starting their course;
- Assistance will not normally be given to support maternity or paternity leave for children born whilst a student is on a course, unless there are exceptional circumstances;
- Students who require funding to replace damaged or stolen belongings will be expected to report losses to police and make any insurance claims before applying to the Hardship Fund;
- Students whose parents or sponsors have allegedly withdrawn their support unless there are exceptional circumstances.

#### **10. CHANGES TO REGULATIONS**

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

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

#### PROCEDURE

- 11. Students wishing to apply for support must complete the correct application form with the required evidence.
- 12. Awards will be announced within the following time frames.
  - a. Bursary Awards will be announced no later than 6 weeks after application.

- b. Awards under the smaller award categories will be announced within 30 to 40 days from the application.
- 13. All decisions made by the panel will be final. The panel will be formed from members of the Senior Management Team.
- 14. Any awards for financial support are made for the specified academic year only. If support is required in subsequent years, students must apply annually using the correct procedure. An award in one academic year does not automatically guarantee an award in subsequent years. Applicants are reminded that awards are contingent upon funds available.
- 15. In submitting an application to the Hardship or Bursary scheme, the applicant confirms that all information provided is genuine, accurate and complete. In the event LCCM discovers, subsequently to any award being granted, that the information provided was in any way inaccurate, the award will be withdrawn, and the student will be required to pay the full fee for their programme in accordance with the payment terms and conditions.

This policy is reviewed annually by the Senior Management Team

# **HEALTH AND SAFETY POLICY**

## **POLICY STATEMENT**

Health & Safety at Work Act 1974

Global University Systems (GUS) provides for the overall health, safety and wellbeing of its employees, students, visitors and the general public, in accordance with statutory laws and regulations, wherever it operates.

GUS also ensures that the various institutions within the company's network of schools, colleges, and universities adopt a robust approach to Health and Safety as a condition of their membership to the GUS Group. To seek assurances GUS defines a fundamental set of health and safety compliance metrics and conducts regular audit of member institutions to ensure that these are being met.

Individual institutions within the GUS network are responsible for implementing their own health and safety procedures appropriate to their specific risks, complying with all statutory regulations applicable to the location in which they operate and engaging with the reporting requirements set out in their service level agreement with GUS; where a member institution does not meet these requirements or a specific risk is identified, GUS will coordinate action and make available resources to ensure corrective action is taken.

#### COMMITMENT

Global University Systems is committed to:

- To provide adequate control of the health and safety risks arising from our work activities;
- To support a positive health and safety culture where everyone is aware of and meets their responsibilities for the safety and wellbeing of themselves and all who frequent our premises;
- To involve, consult, and communicate with all staff and students on health and safety issues;
- To prevent accidents and cases of work-related ill health, including encouragement of near-miss reporting to facilitate improvements;
- To provide and maintain safe plant and equipment;
- To ensure safe handling and use of substances;

- To define the health and safety responsibility of all members of the GUS Group;
- To ensure all employees are competent to do their tasks, providing them with adequate training;
- To measure, monitor and review health and safety performance;
- To provide the necessary resources to meet GUS and affiliates Health and Safety obligations; and
- To review and revise this policy where necessary at regular intervals

## RESPONSIBILITIES

As the employer the company has overall responsibility for health and safety. As the below highlights, responsibility has been delegated throughout the management group for day to day tasks by workplace area and topic. It is these individuals' responsibility to ensure that the CEO is informed about health and safety matters. The purpose of this policy statement is to ensure that all responsibilities are clearly set so that if there are any health and safety concerns, they can be reported to the right person. Employees also have legal responsibilities to take care of the health and safety of themselves and to others and to co-operate with the employer to help them comply with the law.

- Overall and final responsibility for health and safety is that of: Group Managing Director: Valery Kisilevsky
- Day to day responsibility for ensuring this policy is put into place is delegated to: Health & Safety Manager: Stephen Corrigan

## SCHOOL LEVEL RESPONSIBLE PERSON (LONDON)

- LCCA: Director: Sharjeel
- LCCM: Anthony Hamer-Hodges
- St Patricks College: Principle: Deborah Hayes
- The Language Gallery: Managing Director: Simon Power
- LSBF Executive Education: Dessy Ohanians
- LAT: Ahmet Ismail

To ensure health and safety standards are maintained / improved, the following people have responsibility in the following areas:

Name	Responsibility	
Stephen Corrigan	Fire Safety, First Aid, Accident reporting, Risk Assessment	
Stephen Corrigan	Implementation and Policy Review	
Funke Sadare	Staff Induction Training, DSE Assessments	
Lev Etingen	Plant & Machinery Maintenance	
Branch & Departmental Managers	Frequent hazard inspections and basic H&S awareness for staff	

All employees must:

- co-operate with supervisors and managers on health and safety matters;
- not interfere with anything provided to safeguard their health and safety and ask when unsure of correct and safe use of equipment;
- take reasonable care of their own health and safety; and
- report all health and safety concerns to an appropriate person (as detailed in this policy statement)

## **RISKS AND ACTIVITIES**

Health and safety risks arising from our work activities

- Risk assessments are undertaken by: Stephen Corrigan, Brayden Fald, Jack Walsh and Lev Etingen
- External Consultants: Surrey Fire & Safety Ltd
- The findings of the risk assessments will be reported to: Valery Kisilevsky
- Action required to remove/control risks will be approved by: Patricia Berth
- Responsible for ensuring the action required are implemented: Patricia Berth
- Routine H&S Maintenance: Borys Bidnyy
- Safety Checks & Fire Drills: Stephen Corrigan & Branch Managers
- Assessments will be reviewed every: 12 Months

## SAFE PLANT AND EQUIPMENT

The company will ensure that all equipment and machinery that requires maintenance is identified, and the maintenance is done immediately. All new and second-hand plant and equipment will only be used

if it meets health and safety standards and the necessary CE checks and annual PAT testing conforming to Electricity at Work Regulations 1989 will be ensured by Borys Bidnyy.

#### SAFE HANDLING AND USE OF SUBSTANCES

Maintenance Director (Lev Etingen) and Maintenance Manager (Borys Bidnyy) will have the responsibility to assess the risks from all substances hazardous to health under the Control of Substances Hazardous to Health 2002 (COSSH). Lev Etingen Borys Bidnyy, will be responsible for identifying all substances that require a COSHH assessment and undertake the necessary assessments. Including the canteen areas; Borys Bidnyy will be responsible for ensuring that all training and / or safety measures will be implemented, and information passed to all relevant employees. He will also ensure checks are made on new substances before they are purchased. Assessments will be reviewed every: 12 Months

#### **INFORMATION, INSTRUCTION AND SUPERVISION**

The Health & Safety Law poster is displayed at the building in public congregation areas. Health & Safety advice is available from Stephen Corrigan, whom is responsible for ensuring that employees working at UK locations are given relevant health & safety information.

#### COMPETENCY FOR TASKS AND TRAINING

Induction training and all other related work-based training will be provided for all employees by: HR Office, as mentioned above. All training records will be kept in the HR department for monitoring and review of training.

#### ACCIDENTS, FIRST AID AND WORK-RELATED ILL HEALTH

Stephen Corrigan is responsible for investigating accidents and reporting accidents, diseases and dangerous occurrences and Liz Geary investigating work-related causes of sickness absences and acting

on investigation to prevent recurrences. Accident books are held with building security. All accidents must be reported to management of school officials at the time of the incident.

		<b>D</b> 111	0.00	
Sceptre court	First Aider	Position	Office Location	First Aid Box Locations
	Kristina SaKalyte	Senior Administrator	302	Student Services 301
	Aleksandar Angelov	Security Supervisor	Ground floor Reception	Academic Office 302
	Esther Hardy	Registrar	3rd Floor	
	Ivan Petrov	Maintenace Coordinator	3rd Floor	
	Daniela Fenesan	Planning Coordinator	Room 219, 2nd Floor	
	Magdalena Witko	Head of Dale	2nd Floor	
	Kanchana Silva	Academic Admin	Room 302	
	Fosca Grossi	Lecturer	Sceptre Court	
	Shuma Khanom	Librarian	Ground floor Library	
	Melania Lingurar	Support Support Officer	Room 301	
	Imad Guenane	Head of Hospitality	5th Floor Office	Ground Floor Reception
	Monica Copil	Ops Manager	5th Floor Office	5th floor Office Manager
	Mihaela Dariesu	Lecturer		4th Floor(407 + library),
	Letizia Balcastro	Student & Academic Support	3rd Floor	
Holborn	Stephanie Hall	Receptionist 9H	3rd Floor	
	Jose Pinedo	Programme Leader		
	Fosca Grossi	Lecturer		
	Ilula Flore	Librarian	3rd Floor	
	Sasha Young	Accomodation & Welfare Manager	18 Southampton Place	Library,
Southampton	Katherine Hecht	Student Engagement	18 Southampton Place	Student Support Office
Place				
30 Holborn	Biance Blanch	Facilities Co-ordinator	1st Floor	3rd Floor, Sales (Darani)
	Darani Sanjee	Project Coordinator	5th Floor Office	4th Floor 3o Holborn Admin Offic
	Stephen Corrigan	H&S Manager	1st Floor Facilities	1st Floor, facilities office
	Brigita Petrova	Lecturer	3rd Floor	
	Bala Guliyev	Business Developer	1st Floor	
	Sarah Howes	Sales manager	2nd Floor	
	Oluwafunmilayo Ajose	Vocational Recruitment	2nd Floor	
	Tristan Bacon	Social Media Manager	1st Floor	
LCCM	Jack Walsh	Technical Services Manager	4th Floor	Ground Floor Reception
	Tom Miller	Resources Technician	LCCM	Student Library,
	Sean Walmsley	Resources Technician	LCCM	4th Floor Office

The first aid staff members, first aid boxes and accident report books are located at:

## **EMERGENCY PROCEDURES: FIRE AND INVESTIGATION**

Stephen Corrigan is responsible for ensuring the fire risk assessment is undertaken and implemented.

Escape routes are checked routinely by Branch Managers:

- Music Box: Jack Walsh
- 9 Holborn: Brayden Fald
- 30 Holborn: TBA
- Southampton Place: Laura Ciancimino
- Sceptre Court: TBA
- •

## FIRE EXTINGUISHER

Fire extinguishers are maintained and checked by:

TP FIRE LTD

## ALARM TEST

For each building, alarms are tested at specific times as below:

- LCCM: Wednesday at 08.30 am
- 9 Holborn: Friday at 10.30 am
- 30 Holborn: Friday at 14.00 pm
- Southampton Place: Friday at 10.30 am
- Sceptre Court: Friday at 14.15pm

#### **EVACUATION DRILLS**

Fire and emergency evacuation drills are held: Every 6 monthly

## **IMPLEMENTATION OF POLICY**

Heads of Schools and services are responsible for the management of Health and Safety and the activities they undertake and are therefore responsible for putting policies into practice. The responsibility extends to the safety and health of the staff they line manage, others that may be affected by the undertaking and safety in the delivery of the services provided to the school by others.

Signed:

Than Hencer Hagy

Date: September 01/2021

Review Date: Oct 2021

# **INFORMATION TECHNOLOGY (IT) POLICY**

## 1. GENERAL STATEMENT OF PRINCIPAL

LCCM understands the significance of IT in the creative industries and is therefore committed to providing its students with access to professional industry standard computing. By using any IT system or service provided by LCCM students and staff agree to the LCCM Information Technology Terms of Acceptable Usage as stated below.

#### 2. LCCM will

- 2.1 Provide authentication to computers and services for all students and staff.
- 2.2 Provide all students with sufficient internal data storage for the duration of their course.
- 2.3 Provide secure and enumerated access to IT resources.
- 2.4 Maintain and update services and networking equipment to maximise students' learning opportunities.
- 2.5 Back-up student data internally and only for the duration of study.
- 2.6 Archive data that is submitted by students for the purpose of assessment for the period of time appropriate for UK higher education, as required by its university partner and awarding body.
- 2.7 Provide Wired network connectivity.
- 2.8 Provide Wireless internet connectivity in student areas.
- 2.9 Strive to ensure that no part of its IT systems is used for any illegal activity.

- 2.10 Comply with any relevant regulatory authority to provide an appropriate level of security to our systems and protection to our users.
- 2.11 Provide 1 computer workstation per student in all production or computing classes.
- 2.12 Base production systems on relevant, industry standard platforms including Apple Logic Studio and Avid Sibelius.
- 2.13 Ensure that software and hardware of classroom computers is up to date and at least a minimum specification of the software developer.
- 2.14 Strive to ensure all computers have the same or similar configurations.
- 2.15 Ensure all software complies with correct licensing.
- 2.16 Provide all students and staff with email for the duration of study or employment.
- 2.17 Provide where available cloud based services such as Microsoft 365 for Education or Google Apps for Education.
- 2.18 Strive to enhance and introduce new services for students where enhancements to students' learning opportunities are identified.

## 3. LCCM will not...

- 3.1 Provide administrative access to any of its systems to students.
- 3.2 Be liable for inappropriate or illegal usage of its infrastructure by students or staff.
- 3.3 Use the repertoire held on its storage for any other use than in the context of coursework as part of the delivery of its course.

- 3.4 Provide technical support to IT equipment other than its own.
- 3.5 Take responsibility for data stored using third party services whether or not the service is offered by LCCM.
- 3.6 Be liable for inappropriate or illegal usage of third part services by students or staff.
- 3.7 Provide remote access to LCCM's internal infrastructure.

## 4. INFORMATION TECHNOLOGY TERMS OF ACCEPTABLE USAGE

#### 4.1 Definitions

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

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

- 4.1.1 IT Resources are provided for academic purposes and not for any business, commercial or extensive personal use.
- 4.1.2 Before using any IT Resource, you must have received your username and password.IT Resources may only be used with these credentials.
- 4.1.3 You are responsible for all activities carried out under your credentials. You must not give your password to anyone else or store it on another computer system. While you are logged into a computer or service with your credentials, you should not leave your workstation unless you can be certain no one else can access it.
- 4.1.4 You must not risk the functionality, performance or reliability of computers, networks, software and data. The integrity of our computer systems is at risk if you do not take measures to protect your data from malicious software.

- 4.1.5 You must not interfere with, or try to interfere with, information that belongs to another user.
- 4.1.6 We may in some circumstances use your personal data to meet our legal and regulatory obligations. This can only be done when authorized by a member of the Senior Management Team.
- 4.1.7 You cannot assume that telephone or online conversations at LCCM using our equipment are private. Data is monitored and collected in case of complaints or legal enquiries. You should be aware that internet activity is monitored for security reasons and that email on our domain can be accessed if authorized by the senior management team. This may be done to resolve technical issues or when there is reason to believe a criminal offence has taken place or a College regulation has been broken.
- 4.1.8 Any data, information or software which you have not created, and which may become available by using computing or communications resources, must not be copied or used without the permission of the owner or provider.
- 4.1.9 You must not break any copyright. The Copyright, Designs and Patents Act 1998 gives copyright owners the right to bring civil proceedings if anyone breaks a copyright, and makes it a criminal offence to break copyrights.
- 4.1.10 Considering the LCCM's Freedom of Speech Code of Practice, our due regard to PREVENT duty and our promotion of democracy, fairness, diversity, equality and tolerance, students, tutors and staff must not use any IT Resource to access, view or publish any content or material that is deemed defamatory, violent, obscene, libellous, extremist or offensive.

- 4.1.11 Software or information we have provided may only be used for educational purposes unless agreed otherwise. You agree to follow all the licensing agreements for software that we have entered into.
- 4.1.12 You agree to follow the conditions of the Computer Misuse Act (1990), the Criminal Justice and Public Order Act 1994, the Data Protection Act (1998) and other relevant Acts.
- 4.1.13 You must not do anything that damages the reputation of the College, a member of staff or a student.
- 4.1.14 People who break these terms of acceptable usage may have to face disciplinary or criminal procedures (or both).
- 5. LCCM will take a 3-5 year view on renewal of all IT resources as advised by its IT support consultants and based on feedback from other relevant bodies both internal and external.

This policy is reviewed annually by the Senior Management Team

# **INTERRUPTION OF STUDIES POLICY & PROCEDURES**

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

#### **Interruption of Studies Procedure**

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

Stage 1

- 9. The student will write to the Student Services Team via <u>studentservices@lccm.org.uk</u> with a completed 'Interruption of Studies' form available in the student portal. The form will include a full explanation of why they are unable to complete their course. If the reason is confidential, enough detail must be given to enable a fair decision to be made by the College.
- 10. The Student Services Team team will respond in writing within 5 College working days to arrange a formal meeting with the student to discuss the circumstances and reach a decision.

#### Stage 2

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

#### Stage 3

- 12. The Academic Registrar will reach a decision, which it will present to the student in writing within 5 College working days of the meeting. Where interruption is allowed, this will include the year/term at which study is to resume. The student will be informed of his or her right to appeal against the decision, to what deadlines and on what grounds.
- 13. Appeals will only be considered where:
  - the student can present new credible supporting evidence that was not available at the time of the initial request
  - LCCM representatives have not followed this procedure correctly

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

#### Stage 4 Return from interruption

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

#### Withdrawal from courses

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

The Academic Board reviews this policy annually.

# PASTORAL CARE AND SAFEGUARDING POLICY

- LCCM is committed to student welfare and safety of students, applicants and staff. The college provides and promotes a safe environment for everyone where they can live free from prejudice, discrimination, physical harm and verbal abuse.
- 2. LCCM recognizes the social, moral and legal obligations to safeguard the wellbeing of vulnerable adults and children in any college activities.
- 3. LCCM understands the need to provide opportunities for students to access additional support during their studies, both for academic and personal issues.
- 4. These principles are applied throughout the institution.

## PASTORAL CARE

- 5. LCCM will maintain a dedicated and trained Student Services department for students to access throughout their studies. The Student Services team will:
  - a. Provide individual appointments as required with Student Services staff to assist students in resolving any academic and pastoral concerns
  - b. Maintain internal and external links with care professionals and other relevant organisations to increase opportunities for students to access affordable health and well-being services
  - c. Refer students to LCCM Inclusion Officer and Counselling or external care professionals where internal services are unavailable when the severity of the issues requires further professional, medical or mental health expertise
  - d. Signpost Students to the Career & Industry Liaison Officer, and relevant Programme Leaders for concerns on Professional Development
  - Signpost Students to relevant, Programme, subject and/or module leaders or responsible for students' main subject of study and signpost students for further academic concerns
  - f. Provide students with access to individual and small group tutorials

g. Provide access to health and well-being resources online through the student portal **SAFEGUARDING** 

- LCCM, like most universities is mainly an adult independent learning environment and recognises the social, moral and statutory obligations to safeguard and promote the welfare of young and vulnerable adults.
- 7. Through the individual Programme teams and administration staff, students will have a different range of academic and pastoral support. Any students or applicant which is vulnerable or with a disability will be referred to the GUS Inclusion Service.
- The GUS inclusion service will assess the applicant or student and provide with recommended accommodations to provide the appropriate support. More information can be found in the LCCM Inclusive Practice Handbook available in the LCCM Cloud.
- 9. Some students may have the potential to be/become vulnerable for different reasons and situations during their time at LCCM. They may become vulnerable if they:
  - a. Have particular needs because of their age
  - b. Have a form of disability
  - c. Have a physical or mental health problem as prescribed
  - d. Are detained into custody
  - e. Are receiving community services because of their age, health or disability
  - f. Are living in sheltered or residential home

This list is non exhaustive and not necessarily who meets the criteria above is necessarily vulnerable all the time, partially or at all. However, they may become vulnerable if unable to protect themselves against significant harm or exploitation.

- 10. LCCM will:
  - a. Provide training and guidance to all relevant staff to assist in identifying concerning behaviours in particular from radicalisation and violent extremism.
  - b. Provide training and guidance to student representatives to assist in identifying concerning behaviours

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

#### **REFERRAL PROCEDURE**

- 11. Where any staff, tutor or student has a serious concern about the well-being of an individual within the institution, they should inform the Student Services in person or via email (studentservices@lccm.org.uk) to discuss the matter.
- 12. This meeting may be attended by a relevant member of staff, if appropriate or if the Student Services Manager is unavailable.
- 13. If you have any concerns that a student is in immediate danger of hurting themselves or others please phone 999, inform a member of staff.
- 14. The attending staff member will assess the nature and extent of the risk and develop the most appropriate support plan for the individual(s) concerned. Where appropriate, other individuals including tutors may be interviewed to triangulate information before addressing the issue.

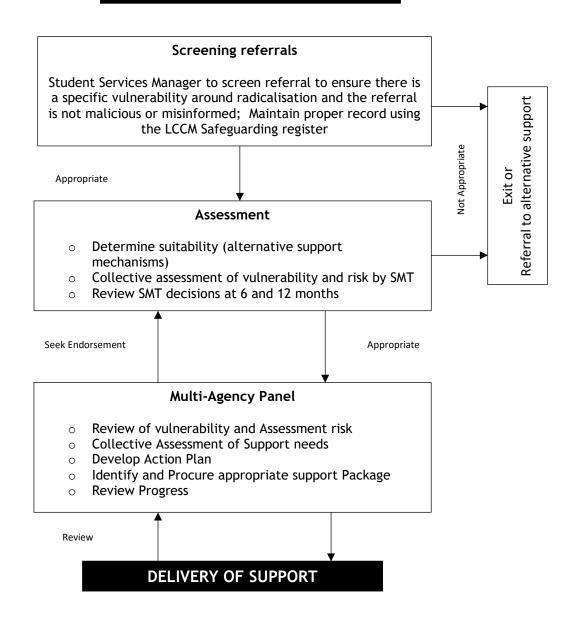
#### PREVENT DUTY

15. If there is any evidence of vulnerability to extremism or radicalisation the Student Services Manager or Prevent Lead will refer the matter to the Senior Management Team at the earliest possible opportunity for review where they will decide if a referral to the Channel Panel is necessary in accordance with the institution's statutory duty.

- 16. Where there is a perceived immediate danger to the individual, the LCCM community or the community at large, the time frame for reviewing and referring the issue to external bodies e.g. Local Authorities, may be accelerated.
- 17. LCCM will review cases at a specific future date.
- 18. Any issues, actions and or follow up investigative measures taken will be kept up to date in the Safeguarding Register.

#### Fig. 1

# **IDENTIFICATION**



- 19. All Safeguarding activity will be reported to the Board of Governors on an annual basis via the institution's annual report.
- 20. LCCM staff are not expected to investigate concerns or allegations themselves

This policy is reviewed annually by the Senior Management Team

# **PHYSICAL RESOURCES & FACILITIES POLICY**

#### **GENERAL STATEMENT OF POLICY**

- LCCM Technical Services Department will provide a variety of space to support all students in achieving their best effort: music performance rooms, Mac Labs, classrooms, piano rooms, practice booths, study areas, quiet study zones and student space.
- LCCM will strive to provide its students with professional equipment that is industry standard, adequately maintained and updated as industry develops. LCCM will conduct a review of resources at key points throughout the academic year; end of term break, mid-term break, end of year/summer break.

#### **APPLICATION OF POLICY**

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

#### **BACKLINE EQUIPMENT**

- 4. LCCM will provide sufficient musical equipment to allow all workshop rooms to have complete, working backline at all times. All workshop rooms will have sufficient equipment to accommodate a full band consisting of:
  - 2 guitarists,
  - 1 keyboard player
  - 1 drummer
  - 1 bass player
  - Up to 4 horn players
  - Up to 4 vocalists.

There will be a PA with monitors and all workshop rooms will be similarly equipped to remove the need to move equipment from room to room.

- 5. Broken or damaged equipment must be reported to techserv@lccm.org.uk. Technical Services staff are responsible for arranging replacements and repairs. All portable equipment will be tested in accordance with LCCM's Health and Safety policy and with current regulations.
- 6. LCCM will endeavour that the computers in all Performance Rooms, Mac Labs and Studios all have the relevant softwares for teaching installed and are connected to internet.

#### ESSENTIAL REPERTOIRE

- 7. LCCM will maintain a library of 'core material' either digitally or in hard copy that is directly relevant to the College programmes. Choice of the core material and how it can be accessed will be at the request of Programme Leaders. Students are required to supply their own additional materials according to the repertoire they choose to study. Additional listening and reference repertoire, as required by the Subject and Module Leaders, will also be available through the student portal.
- 8. LCCM will wherever possible purchase the following non-required items that may enhance the students' learning experience:
  - Books of charts / songbooks
  - Theory, technique and contextual studies books
  - Listening materials
  - Periodicals and journals

#### ASSESSMENT FILMING

9. Technical Services will provide cameras to film key assessments for academic quality and appeal purposes only. Where possible these will be made available to students, however, this is not the primary purpose of performance recordings and they will not be produced to a standard intended for public broadcast. If made available to students these will not be permitted to be downloaded.

#### MAINTENANCE AND REPAIRS

- 10. As a minimum, LCCM will visually survey all equipment daily as technicians reset the building before closing or while opening.
- 11. The Technical Services Department follows a Planned Preventative Maintenance schedule. This ensures that the equipment is well maintained and safe, reducing the need for emergency repairs and reactive maintenance. PPM will take place during Half Term, Full Term, Summer Breaks and other times of low student traffic.
- 12. The Technical Services Department will normally ensure that faulty items are either repaired or replaced within 30 days where this cannot be done immediately. However, some specialist equipment may take 60 days or over to repair. In situations like this, contingency equipment will be used temporarily.

#### RENEWALS

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

#### USING LCCM CAMPUSES AND RESOURCES

14. All physical resources are for the sole purpose of delivering LCCM programmes. Resources are not available for students to borrow or rent for personal use. The Technical Services Department will only provide equipment and staff for assessed LCCM performances, assignments, end of term gigs and appropriate LCCM events. LCCM Resources are not available to book or to use for any unrelated non-College activity.

- 15. Students are expected to use the equipment in a safe and professional manner. If assistance is required regarding the proper use of a piece of equipment a member of Technical Services can offer support and demonstration. Any damage to equipment through misuse is liable to be paid by the persons responsible.
- 16. Access to all LCCM campuses and resources including all classes, workshops and similar, is for the exclusive use of LCCM students currently studying at the College. The period students have access to LCCM campuses and resources is defined only by the term dates published in their programme handbook.

#### **EXTERNAL GUESTS**

- 17. In exceptional circumstances students may request permission to admit a guest. Such circumstances could be, but are not limited to;
  - Final year recording students, or students taking a recording module who for an assessed project need to record instruments not played by a current LCCM student.
  - Final year performance students who wish to use an instrument not played by a current LCCM student in their final recital.
  - Other permitted guests will be assessed on an individual basis.

Guests in the capacity of helping further a student academically in the capacity of career enhancement or industry links will be assessed by the Technical Services Manager and Careers & Industry Liaison Officer.

- 18. To request an external guest access student, need to use <u>the relevant form</u> at least 48 hours in advance to the guest access.
- 19. If approved students should always oversee and accompany their guests during their campus visit. Guests cannot enter or remain in the college without the student.
- 20. Guests will have to abide to the student code of conduct and all relevant LCCM policies.

21. The Technical Services Manager, and Careers Liaison reserve the right to decline the request or impose restrictions on the involvement of any guest if in breach of this or other relevant policies.

#### **INTERRUPTION OF STUDIES**

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

#### **RESOURCES FOR ACADEMIC STUDY**

23. All facilities and resources are foremost provided for students to study and complete their programmes. Therefore, priority will always be given to students' academic projects over extra curricular activities. Furthermore, students' access to resources will be prioritised according to the needs of their assessed modules.

#### LCCM RECORDING STUDIOS

- 24. All recording studios are for LCCM student coursing music production modules or courses. Only these students can request and book the recording studios. Whether a student is a "Production Student" is defined by the selection of modules the student is studying and whether it is deemed they need access to the recording studios to complete this module. See point 25 for further information.
- 25. Before you can access the studios, students will be required to go through an induction that will available online and a test to ensure you are self sufficient and able to run a session.

#### VARIATIONS TO STUDY MODE

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

#### STUDENTS ON NON DEGREE HE MUSIC COURSES

- 27. Non-Degree HE students have access to LCCM campuses according to the conventions stated in this policy.
- 28. Non-Degree HE students may attend the extra curricular workshops shown in the published course description at the point of registration.

#### STUDENT ON NON-HE COURSES

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

#### **ROOM BOOKING**

- 30. Students are permitted to book their own time slots for private or group use of the facilities through the online booking system. Bookings will be managed by the Technical Services Department.
- 31. Certain rooms have booking restrictions.
  - Recording Studios can be booked by those studying the following modules:
    - Studio Alchemy 2
    - o Studio Alchemy 3

• Performance Rooms and Practice Booths can be booked by those studying the following modules:

- Professional Performance 1,2,3
- Principal Instrument 1,2,3
- Second Study Instrument 1,2
- Songwriting 1,2,3
- o Jazz Performance 2,3
- Edit Booths can be booked by those studying the following modules:
  - Scoring to Picture 2,3
  - Audio Visual Synchronisation 3
  - Studio Alchemy 2,3
  - Studio Recording 1
- 32. The number of hours allocated to each student to use for booking differs depending on the type of room:
  - Studios Limited to booking a maximum of 4 hours per day and no more than a total of 12 hours per week.
  - Edit Booths Limited to booking a maximum of 3 hours per day and no more than a total of 9 hours per week.
  - Performance Rooms and Practice Booths Limited to booking a maximum of 3 hours per day and no more than a total of 12 hours per week.
- 33. The daily and weekly cap of booking hours applies to individual student bookings as well as group bookings. This is to prevent individual members of a group booking out rooms consecutively past the daily and weekly limits. A student can do a 'walk-in' into any room that is unoccupied and available to them.
- 34. MacLabs and Piano Rooms can accommodate individual study of multiple students, therefore are not available for booking by students.

#### **EQUIPMENT LOANS**

- 35. LCCM will provide an array of equipment for rental, free of charge to students. Examples of such equipment are; headphones, guitars, cables, microphones, field recorders and audio interfaces.
- 36. Students are only permitted to loan equipment that is relevant to their study. Non-Music students for example, cannot book out a performance room.
- 37. Unless stated otherwise, all loan equipment must not be taken off-site and must be returned on the same day. Where applicable, certain equipment can be taken off-site, this is dependent on the module and is decided on discussion with Module Leaders and Technical Services.

#### THE MUSIC BOX VENUE

- 38. LCCM has a live music venue in the basement at its premises at 241 Union Street. The Venue is used for assessed and non-assessed performances.
- 39. The Music Box Venue is available to be booked out by external clients. This is handled by Technical Services. External bookings are only allowed where they would not interrupt the academic studies of the student body.

#### SECURITY

- 40. LCCM has a dedicated Security officer located on the front desk during operating hours. Students are required to Sign in on entry and exit every day and display their Student ID card to the Security officer.
- 41. A student LCCM ID card is required to access the building and the rooms therein. If a student ID card is lost then you must pay £10 to Technical Services to get a new card printed.

#### ALCOHOL & DRUGS CONSUMPTION

- 42. Alcohol purchased from the LCCM Bar located in the basement is only allowed to be carried and consumed in the Basement Bar and Venue area during an event for which the bar is open. Under no other circumstances is alcohol to be brought or consumed inside the Music Box, nor is alcohol purchased at the LCCM bar during an event to be taken outside of the Music Box or on any other level of the building.
- 43. Non-prescription and illegal drugs are not to be brought or consumed inside the premises.
- 44. Students are not to be under the influence of alcohol or drugs when on the premises.
- 45. Any violation of points 36, 37 and 38 will be deemed as gross misconduct.

#### STUDENT LOCKERS

46. LCCM has several student lockers located inside the premises. These are for use of LCCM Students only. The rental of a student locker costs £5 per academic year (non refundable). Student lockers are managed by the Technical Services Team.

This policy is reviewed annually by the Senior Management Team

# PRINTING AND PHOTOCOPYING POLICY

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

#### Rationale for LCCM Printing and Photocopying Policy

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

9. In the event that you fail to follow the rules set out in this policy, you may be subject to disciplinary action under the College regulations.

#### Permitted Printing and Copying

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

#### Conserving the Environment and Making Best Use of College Resources

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

#### **Environmental Impact**

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

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

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

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

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

Can I reduce the number of pages I need to print by changing the font size or reducing the margins? Have I checked my work to ensure that I have the final copy incorporating all the amendments and following an automatic spell-check before printing it out?

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

Could I reduce the number of pages I need by printing or copying two (or more) pages per sheet? If I am only making small changes to a document, then am I sure that I am only reprinting the pages that have changed – not the whole document?

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

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

#### Unauthorised Use of the Printing and Copying Facilities

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

- Printing or copying for personal uses not related to your programme of study
  - Printing or copying on behalf of others

- Printing or copying in breach of copyright
- Excessive printing or copying

#### Advice and Support

16. Further information on this policy, please contact LCCM Student Services via <a href="mailto:studentservices@lccm.org.uk">studentservices@lccm.org.uk</a> or visit the front desk in either building.

#### Liability for Misuse and Disciplinary Action

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

This policy is reviewed annually by the Senior Management Team

# PROGRAMME DEVELOPMENT, AMENDMENT and CLOSURE POLICY & PROCESS

This policy and process covers:

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

#### **Programme Development, Major Changes and Validation Process**

- 4. Proposals for new programmes and major revisions will be subjected to internal and external review to ensure viability, sustainability and that the academic integrity of LCCM and its academic partner(s) is maintained. No students may be enrolled for a new or majorly revised programme prior to the formal approval of the awarding body.
- 5. The procedure comprises the following stages:
  - a. Initial discussions of proposal with Vice Principal, Director of Operations & Financial Control and Head of Marketing;
  - b. If the proposal is a reworking of an existing and continuing programme, Programme
     Committee to consider and approve;
  - c. Senior Management Team to approve the business case, including:
    - i. rationale within the current College strategy,
    - ii. market viability,
    - iii. target market and proposed student numbers,

- iv. additional expected resources
- v. should SMT wish to progress a proposal lying outside current agreed strategy and budget projections, this must be referred to the Board of Directors for approval prior to stage c below;
- d. Academic Board to approve the proposal in terms of coherence with the College's:
  - i. educational character;
  - ii. academic quality and standards;
  - iii. relationship with the validation partner; and
  - iv. strategies and policies for teaching, learning, and assessment.

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

e. Preliminary validation meeting with validation partner:

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

- i. Programme development team;
- ii. Vice Principal (Chair);
- iii. Student representative
- iv. Learning resource representative;
- v. Awarding body Quality and Partnerships Manager (QPM) or equivalent
- vi. external academic member recommended by the awarding body
- f. Preliminary validation documentation to include;
  - i. A provisional title
  - ii. The business case
  - iii. Subject benchmark statements and any other relevant sector subject refence points
  - iv. Qualification frameworks and other documentation from the UK Quality Code
  - iv. Programme and module specification
  - v. Draft student handbook

- vi. Draft background document
- vii. Admissions policy and regulations
- viii. Assessment/progression policy and regulations
- ix. Staff development policy
- x. Equality and diversity policies (for staff and student matters)
- g. Final validation meeting;

The final validation meeting will take place at least 6 weeks after the preliminary validation meeting, chaired by validation partner. All documentation will be available to the members of the validation panel at least 3 weeks prior to the meeting. The panel will review all updated programme documentation following the preliminary validation recommendations, a report that summarises the actions taken, and a report from the stage 4 meeting, before presenting the proposed outcome of the validation to LCCM.

The panel will detail

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

#### k. Templates;

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

#### B. Programme Amendments other than major changes

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

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

#### C. Programme Closure or suspension.

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

This policy is reviewed annually by the Academic Board.

# PUBLIC INFORMATION POLICY

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

#### **Content Publication**:

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

#### **Content Responsibilities**:

#### Teaching and Learning Department;

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

#### **Student Services:**

- 8. Within the Teaching and Learning department, the Student Services Manager will be responsible for preparing all information relating to:
- admissions and interviews;
- complete programme and course lists;
- programme and student handbooks;
- induction and freshers information;
- the academic timetable, including course dates, assessment timetable and performance information;
- Student pastoral and additional academic support;
- Busaries, Scholarships and Hardship funds
- Internal and external promotion of all LCCM gigs and alternative events

Official LCCM communications will be provided through the student portal and by email from <a href="mailto:studentservices@lccm.org.uk">studentservices@lccm.org.uk</a> or events@lccm.org.uk. In exceptional circumstances students may be contacted by phone.

#### **Marketing Department:**

- 9. The Head of Marketing is responsible for all information relating to:
- public relations and advertising;
- College news and events including the public calendar,
- student and tutor profiles and alumni stories,
- all other promotional materials; and
- via appointed partners and affliates including third part course directories.

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

#### **Operations Department:**

- 10. The Director of Operations and Financial Control is responsible for all information relating to:
- LCCM sites and facilities including opening hours, student practice, rehearsal and recording facilities; and operational notices.
- the provision of information technology services for students, staff and tutors; and student management data.
- Terms and Conditions of Enrolment, Student Fees, Payments and Refunds policy

#### The Principal:

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

#### **RESTRICTIONS**:

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

This policy is reviewed by the Senior Management Team annually.

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

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

All content for publication to any audience and via any media must be provided to the publisher only by these postholders, together with the Programe Administration, Manager, according to the

responsibilities laid out in paras 7-11 of the Policy. Where applicable, these postholders will obtain the written agreement of the awarding body(s) prior to submission of materials for publication. In addition, Head of Marketing "sign off" will be required of final drafts prior to publication to ensure content is presented consistently and in line with LCCM's overall marketing strategy and brand guidelines.

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

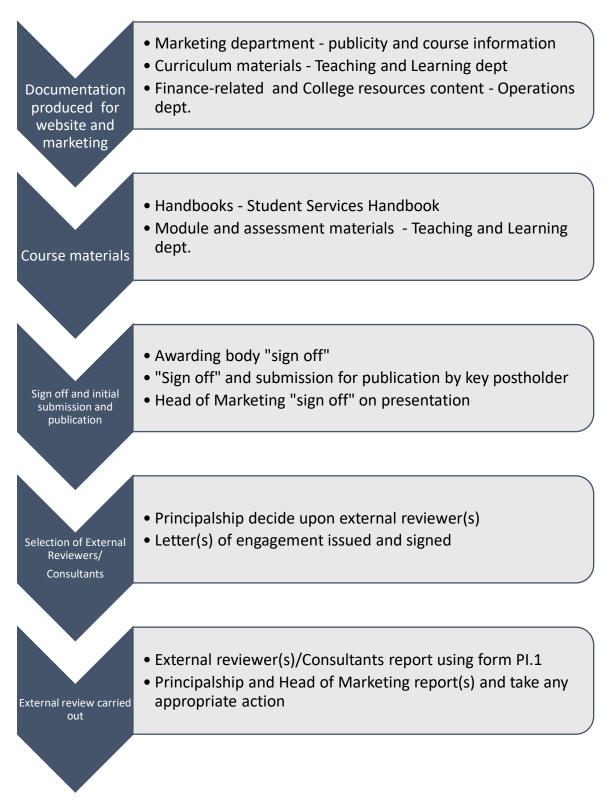
The Principalship will decide each year which external reviewer to use and whether to ask more than one individual to undertake review work. A signed letter of engagement should be used in each case.

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

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

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

# Flow chart for the production and external monitoring of Public Information



Published information external review process (PI.1) Date of review: Date of next scheduled review: Website Overall comments: [Reviewer to insert comments about the overall impact and appearance of the website]

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

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

Suggested amendments

Sign off of any changes as a result of review (sign and date when complete Review by:	
Name:	Signature
Date:	
Position of course:	
Signed off by:	
Name:	Signature:
Job Title:	
Date:	

[Principalship to sign and date when all changes completed]

# PUBLIC INTEREST DISCLOSURE (Whistleblowing) POLICY and PROCEDURE

- 1. LCCM recognises the need for a whistleblowing policy in line with the recommended good practice of the Committee of University Chairs (CUC). Further, The Board of Directors appreciates that members of staff will normally be the first to know or suspect that inappropriate behaviours that deviate from expected good practice are occurring. The reputation of LCCM and UKHE is paramount to the value of all awards and therefore all concerns raised will be investigated through the appropriate channels whilst respecting the integrity and privacy of the 'whistleblower'.
- All staff, tutors, and students engaged with LCCM are introduced to this policy as part of their induction. The college expects professional and ethical behaviour from all those involved with the institution and provides guidelines in;
  - The Employee Handbook,
  - The Tutor Handbook,
  - The Student Portal,
  - Programme Handbooks,
  - LCCM website; Governance and regulations.
- 3. This policy references the recommendations and good practice provided by:
  - CUC: Guide for Members of Higher Education Governing Bodies in the UK
  - The Whistleblowing Commission: Code of conduct on Whistleblowing 2014
  - Parliament: The Enterprise and Regulatory Reform Act 2013; The Public Interest Disclosure Act 1998.
- 4. This policy provides guidance for those who wish to raise concerns about irregularities in the running of the College or the activities of colleagues operating within the College. This does not replace or undermine the current policies as listed in College handbooks, for example; Academic Misconduct, Academic Appeals, Complaints, student code of conduct, performance management. Rather, this policy enables members of the college to raise concerns at the highest level without fear of their position being jeopardised. Following a concern being raised

and following initial investigation, the recommendation may move the complaint back to an existing policy and procedure.

#### 5. Procedure

- I. Concerns should normally be raised through existing channels or an individual's line manager,
- II. Where this is not deemed appropriate, because of a conflict of interest or dissatisfaction with previous responses, allegations should be reported to the Principal or the Chair of the Board of Directors. (directors@lccm.org.uk)
- III. Prior to making a complaint or raising a concern any individual may seek advice from the Whistleblowing Commission – Public Concern at Work, (www.pcaw.org.uk/)
- IV. Allegations will be reviewed and an appropriate investigation strategy decided, in line with College procedures. Notably the initial investigation will be handled by someone independent of the final decision process and with no known conflict of interest. Following the initial investigation, the Board of Directors will determine:
  - a. Disciplinary procedures in line with existing college policy
  - b. Further investigation required
  - c. A report submitted to an external body, e.g. The Open University, HEI Governing Body, The Police
- V. The investigator may request further information or clarity regarding the complaint and therefore anonymous complaints are strongly discouraged. The Board will endeavour to maintain confidentiality for the complainant, but this cannot be guaranteed.
- VI. Anonymous complaints will be reviewed; however, the Board may elect to not take the matter forward due to lack of information.
- VII. The person about whom an allegation has been raised will be told at the earliest opportunity and allowed to comment on the allegation and evidence prior to the final investigation report. In exceptional cases the investigation may have been immediately referred to an external body.
- VIII. No person raising a concern should suffer any detriment. Any such perceived actions should be reported to the Board of Directors, where an investigation will determine whether disciplinary procedures should occur.

- IX. Any person raising a concern where there is evidence that the information has been falsified or deliberately misconstrued will be liable to disciplinary procedures.
- X. The Board of Directors will invoke disciplinary procedures against any person or manager who deters an individual from raising a legitimate concern.
- XI. The final report is confidential to the investigator, any staff administrators involved in the process, an appropriate disciplinary authority (where deemed necessary) and the Board of Directors. The results and outcomes of any complaint will be communicated to the complainant.
- XII. The person or persons about whom the complaint has been made will be informed of the outcome of the investigation. They will only be entitled to a full copy of the report where the complaint is upheld and further action is to be taken.
- XIII. Records of all whistleblowing grievances will be maintained confidentially for 4 years. Data relating to the number and outcomes will be recorded and monitored by the Board of Directors. Unusual patterns may lead to further investigation into the governance and quality processes of the college.

This policy is reviewed annually by the Board of Directors

# SEXUAL HARASSMENT AND MISCONDUCT POLICY AND PROCEDURE

# INTRODUCTION

 LCCM is committed to providing a safe, respectful, and inclusive environment for all students, staff, and visitors. Sexual harassment and misconduct are serious violations of an individual's dignity and well-being, and they undermine the ethos of equality that LCCM upholds. This policy sets out the institution's stance on sexual harassment and misconduct and outlines the procedures for reporting, investigating, and addressing these issues in accordance with the regulator's requirements as outlined by the Office for Students (OfS).

#### SCOPE

- 2. This policy applies to all members of the LCCM community, including but not limited to:
  - Students (undergraduate and postgraduate)
  - Staff (academic and non-academic)
  - Contractors, visitors, and any third parties involved in LCCM activities It covers all behaviours that occur on campus, online, during off-site activities (e.g., field trips, placements, social events), and in all other contexts where LCCM's name is associated.

# DEFINITIONS

- 3. Sexual Harassment: Unwanted behaviour of a sexual nature that violates an individual's dignity, makes them feel intimidated, degraded, humiliated, or creates a hostile or offensive environment. This can include:
  - Unwelcome physical contact
  - Sexual comments, jokes, or gestures
  - Displaying or sharing sexually explicit images or videos
  - Sending sexually suggestive messages or content

- Repeated unwelcome advances or requests for sexual favours
- **Sexual Misconduct**: A broader term encompassing sexual harassment, sexual violence, coercion, exploitation, or any non-consensual sexual act, including but not limited to:
  - Sexual assault
  - o Rape
  - o Stalking
  - Coercion or exploitation for sexual purposes

# PRINCIPLES

- 4. LCCM is committed to:
  - Zero tolerance for sexual harassment and misconduct.
  - Supporting individuals affected by sexual harassment and misconduct with sensitivity, confidentiality, and respect.
  - Ensuring timely and impartial investigation and resolution of complaints.
  - Providing education, training, and resources to prevent sexual harassment and misconduct within the community.
  - Complying with the regulatory expectations of the Office for Students.

# **REPORTING AND SUPPORT**

- 5. How to Report
  - Informal Reporting: Students or staff may choose to speak informally with their personal tutor, line manager, or HR representative, who can offer support and guidance without initiating formal proceedings.
  - Formal Reporting: Formal reports of sexual harassment or misconduct can be made via email Directly to the designated Student Services Manager.

Anonymous reports will be accepted; however, these may limit the investigation's scope and outcomes.

- 6. External Reporting. Victims of sexual violence are encouraged to report the matter to the police. LCCM will support individuals who choose to make a police report while also following its internal procedures.
- 7. Confidentiality. All reports will be treated with the highest level of confidentiality. Only staff members involved in the investigation and resolution will have access to the details of the case, and no information will be shared without the consent of the complainant unless required by law or where there is a significant risk of harm to the individual or others.

# 8. Support Services

- **Counselling Services**: Free, confidential counselling services are available to all students and staff affected by sexual harassment or misconduct.
- Independent Advisors: Trained advisors will be available to offer support, guidance, and assistance through both internal and external processes, such as police reporting.
- Academic Adjustments: Reasonable adjustments may be made to academic schedules or deadlines for those affected by an ongoing investigation.

# PROCEDURES FOR ADDRESSING COMPLAINTS

# 9. Initial Response

- Upon receiving a report, the Sexual Misconduct Officer will conduct an initial assessment within five working days to determine the appropriate course of action.
- The complainant will be offered immediate support, including safety measures, adjustments to their academic or work environment, and information about further options.

# 10. Investigation

• A formal investigation will be conducted if the report requires further action. The investigation will be impartial and conducted by trained personnel, ensuring both

the complainant and the respondent have an opportunity to present their accounts.

• The investigation will include collecting evidence, interviewing witnesses, and reviewing relevant materials.

# **11. Interim Measures**

 During the investigation, LCCM may implement interim measures to protect the parties involved. This could include adjustments to timetables, suspension, or restricted access to certain areas of campus or resources.

# 12. Outcome

- The investigation will conclude within 30 working days unless exceptional circumstances require an extension. Both parties will be informed of the outcome in writing.
- Possible outcomes could include:
  - Dismissal of the complaint if there is insufficient evidence
  - Disciplinary actions for the respondent, including suspension or expulsion for students, or dismissal for staff
  - Restorative actions, such as mandatory training or mediation

# 13. Disciplinary Action

Where sexual harassment or misconduct is proven, LCCM will take disciplinary action based on the severity of the incident. Actions may include, but are not limited to:

- Formal warning or reprimand
- Suspension or exclusion from LCCM for students
- Termination of employment for staff members
- Barring access to LCCM facilities for third parties

# 14. Appeals Process

Both the complainant and respondent have the right to appeal the outcome of the investigation. Appeals must be submitted in writing within 10 working days of receiving the outcome, stating the grounds for the appeal (e.g., new evidence, procedural errors, or

disproportionate outcome). Appeals will be reviewed by a separate panel, and the final decision will be communicated within 15 working days.

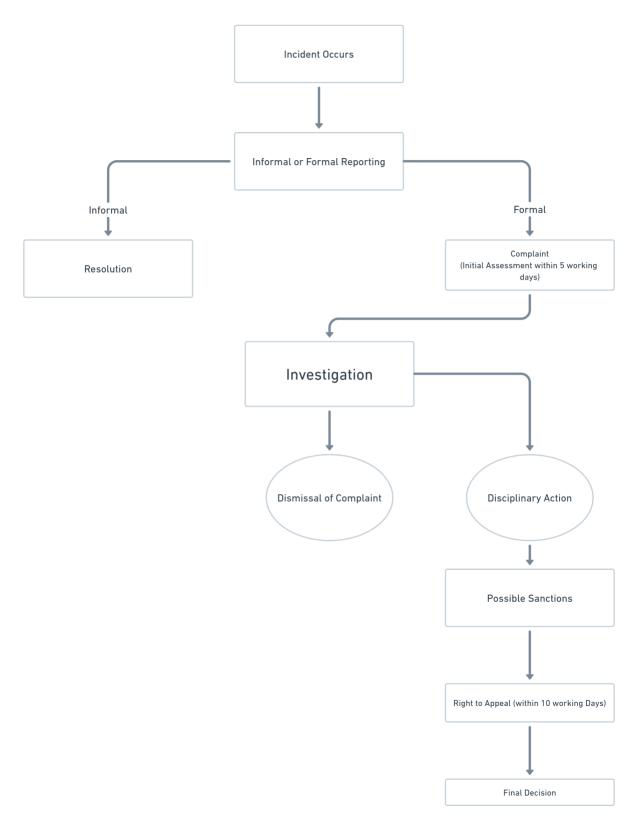
# 15. Prevention and Training

- **Training**: LCCM will provide mandatory training on sexual harassment, consent, and bystander intervention for all students and staff, updated annually.
- Awareness Campaigns: Regular awareness initiatives will be conducted to educate the LCCM community about sexual harassment, reporting channels, and available support.
- **Partnerships**: LCCM will work in partnership with external organisations such as sexual violence charities, local authorities, and law enforcement to offer additional resources and expertise.

# 16. Monitoring and Review

This policy will be reviewed annually to ensure compliance with regulatory guidance, including from the Office for Students, and to reflect evolving best practices in safeguarding and misconduct procedures. Feedback from the LCCM community will be actively sought to enhance the policy's effectiveness.

# Flowchart



# **STAFFING POLICY**

# **GENERAL STATEMENT OF PRINCIPAL**

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

# PRINCIPAL

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

# STAFF

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

# **APPLICATION OF POLICY**

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

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

The Senior Management Team reviews this policy annually.

# STUDENT ATTENDANCE POLICY

#### 1. HIGHER EDUCATION COURSES – Key Principles

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

#### RELATIONSHIP BETWEEN ATTENDANCE, ASSESSMENT AND MODULE REGISTRATION

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

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

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

- 2. In addition, for the following modules:
  - Ensemble Skills
  - Jazz Performance (Level 4 and 5)
  - Professional Performance (Level 4 and 5)
  - Songwriting & Collaborative Practice (Level 4

students not achieving 70% attendance as defined above, will be given a 10% mark reduction for every other day missed on their final performance mark. The reduction will be capped at 40% mark.

- 3. In addition, modules Jazz Performance, Professional Performance at Level 6 and Ensemble Performance Work and Writing & recording Musician at Level 7, require 100% participation from all assigned students in order for workshops to function as designed. In such a case, upon a second unauthorised absence, the tutor will inform the Programme Leader who will discuss the matter with the student and a final written warning shall be given. Upon the third unauthorised absence, the student's module registration will be terminated, all work submitted for that module to date will be given the mark of 0 and the student will not be permitted to resit the assessment(s)
- 4. In respect of the calculation of attendance against the above % thresholds, only students marked as "/" or "O" in the register will count as "attending"; students marked "A", "L" or with attendance not recorded will count as absent.

#### LATENESS

- 5. Students arriving late to any type lessons can be a factor that may disrupt the teaching and academic experience of tutors and fellow students. LCCM also understands that in certain cases unforeseen circumstances can affect lead to students' lateness.
- 6. To minimise the disruption in teaching the following and to be fair with students affected by lateness the following will apply:
  - a) If a student is running late, they should inform as soon as possible their respective tutor and student services via their LCCM email or by calling/texting the student services hot line. This way the tutor knows that a student is on its way to the lesson
  - b) and student services via their LCCM email or by calling/texting the student services hot line.
     This way the tutor knows that a student is on its way to the lesson at discretion of the tutor.
     Student in question should try to minimise any disruption i.e ensure anything previously explained before their arrival to be reviewed after the lesson with peers or tutors.
  - c) In the case the college and tutor have not been informed of the student's lateness the and the student arrives late to the lesson, they will have allowed entry to the class only at discretion of the tutor and considering they ar not more than 10 minutes late for a 1 hour class or 15 minutes late for any other class duration.
  - d) If the student arrives outside the scope of the table above, the tutor can take the decision to not allow the student to the lesson and will mark the student "L" and add the number of minutes late in the register.

#### **AUTHORISED ABSENCES**

- 7. On occasion it may be the case that a student is unable to attend. Such absence can be only authorised at the discretion of the Programme leader, on one or more of the following grounds:
- Personal illness supported by a note or certificate issued by a medical practitioner registered with the UK GMC (or the national equivalent where the student has been seen by a medical practitioner overseas).
- life-changing matters affecting a close family member,
- personal legal commitments (for example jury service, court hearings etc),
- pre-arranged academic reasons agreed by the Programme Leader,

• in exceptional circumstances other events of similar scale and obligation may be accepted as grounds for absence.

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

- 8. Procedure for applying for and agreeing authorised absence:
- a) The student completes Absence Notification Form (available via the Cloud) and requests the authorised absence by ticking the relevant box.
- b) Student must submit any relevant evidence to Student Services at studentservices@lccm.org.uk after completing the form and requesting the authorised absence. Doctor's notes or other supporting documentation should ideally be submitted with the form and no later than 5 working days after the submission of the form.
- Applications meeting the above conditions are authorised or declined by the members of the Student Services team
- d) Applications meeting the above conditions but for a period longer than two weeks, will be passed to the Academic Registrar who will decide whether to authorise, at their discretion.
- e) Student Services will normally advise the student of the outcome of their application within 48 hours of receipt of completed application with any supporting documents.
- f) Authorised absences will be recorded as such in all applicable registers. The maximum period for which a student can apply for authorised absence is 14 calendar days. The maximum consecutive period for which a student can be absent with authorisation is 30 calendar days.
- Students applying for authorised absence should also make themselves aware of the Extenuating Circumstances Policy, including the process for deferral of assessment should they be unable to submit work for assessment by the submission deadline.

# UNAUTHORISED ABSENCE

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

#### Stage 1

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

#### Stage 2

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

#### Stage 3

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

#### **INTERRUPTION OF STUDY**

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

# **TERMINATION OF STUDY**

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

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

(For 10 and 11 above, see also the "Terms and Conditions of Enrolment" and "Student Fees, Payments and Refunds Policy").

# "Non HE" Programmes (e.g. not leading to OU award or credit)

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

The Academic Board reviews this policy annually.

# STUDENT CODE OF CONDUCT AND DISCIPLINARY PROCEDURE

# PURPOSE

- This procedure applies to students and staff, and is designed to maintain standards of conduct, attendance, performance, and commitment consistent with the terms and conditions of study and the community at LCCM. The aim is to ensure prompt, consistent and fair treatment for all people at LCCM.
- 2. LCCM will monitor and log incidents of student misconduct of any type to enable the effectiveness of the policy and its procedures

Allegations of academic misconduct will be processed according to the Academic Misconduct policy. Staff allegations can be covered within this policy but will fully be covered within the GUS HR Policy handbook.

# **SECTION 1 - CODE OF CONDUCT**

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

# **SECTION 2 – MISCONDUCT**

- 4. Unacceptable conduct is that which:
  - disrupts or impedes the teaching, learning, social or other activities of the institution, whether on LCCM premises or elsewhere

- disrupts or impedes staff in the performance of their duties
- is violent, indecent, disorderly, discriminatory or threatening, or involves offensive or abusive behaviour or language during any LCCM activity or on LCCM premises
- is likely to cause injury or jeopardise safety during any LCCM activity or on LCCM premises
- seeks to gain advantage over other students by unfair, dishonest or improper means
- is likely to bring the institution into disrepute.

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

# **GROSS MISCONDUCT**

5. Gross Misconduct is generally seen as misconduct serious enough to destroy the educational, contractual and or academic relationship between the student and LCCM and make any further relationship and trust difficult, if not impossible.

Any gross misconduct cases of alleged serious criminal offences, such as physical and sexual assault, must be reported to college management and the police by the individual.

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

# **SECTION 3 – STUDENT DISCIPLINARY PROCEDURE**

- Any LCCM member can give a notice of a breach to the Code of Conduct, either victim or witness.
   To report an allegation please:
  - Call or email the Student Services team at 07921 256 869 // 020 3750 3946 or studentservices@lccm.org.uk
  - Email directly the Student Services manager or your Programme Leader.
- 8. Wherever possible, LCCM will seek to resolve issues informally without recourse to formal procedures. Where this is not possible, or the severity of the allegation warrants it, the formal procedure detailed below should be followed.

# INVESTIGATION

- 9. When dealing with suspected misconduct, the Student Services team will take one or more of the following actions:
  - a. Usually within 15 working days of receiving notice of the suspected misconduct, interview or ask for a signed statement from any person who might know the circumstances of the alleged offence. Students may be accompanied to interviews by a fellow student or friend if needed.
  - b. Decide whether or not there is evidence for a case against the student and whether or not further action should be taken
  - c. If further action is to be taken, give to the student a copy of the available evidence and seek the student's version of the matter
  - d. inform the student if no further action is to be taken
  - e. either: tell the student that a penalty is to be imposed and of their right of appeal against the penalty or refer the matter to a disciplinary panel to hear the case.

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

#### **SUSPENSION**

10.LCCM reserves the right to suspend any student from his/her studies including access to all LCCM facilities while the allegations are investigated if the panel feel that a suspension is in the best

interests of the student body e.g. in cases where the student under investigation chooses to attempt to incite unrest among the student body or if there is a related police investigation and or criminal charges pending. These are not the only circumstances where suspension may be deemed necessary.

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

# **POSSIBLE OUTCOMES**

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

#### 9a. Allegation dismissed

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

#### 9b. First Warning

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

#### 9c. Second Warning

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

#### 9d. Final Warning

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

#### Compensation

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

#### Expulsion

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

#### APPEALS

- 14. A student who considers that disciplinary policy and procedures were not followed correctly has the right to appeal. Appeals may not be based upon disagreement with the outcome where all procedures have been followed as prescribed.
- 15. The student should submit in writing to Student Services notice of his/her intention to appeal within five working days of receiving the letter confirming the disciplinary action

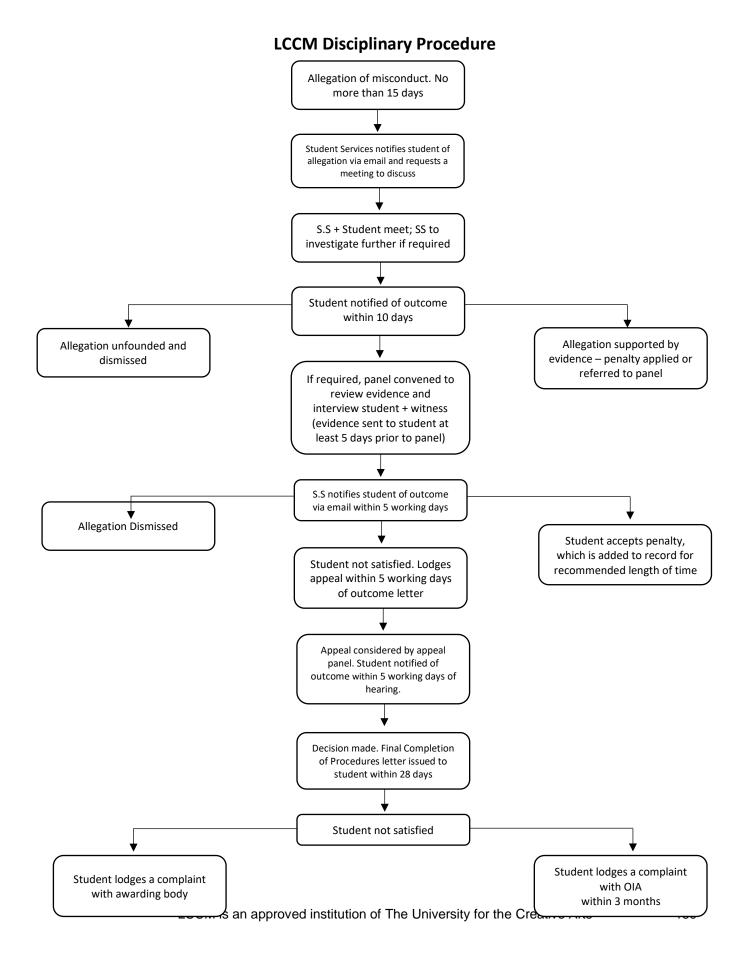
- 16. The purpose of the appeal is to establish whether the disciplinary interview was appropriate and procedurally correct and whether the disciplinary action has been taken in line with policy and or precedent.
- 17. Where disciplinary action has taken the form of expulsion, the appeal procedure shall normally be carried out as soon as practical thereafter.

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

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

- 18. All higher education providers in England and Wales are required to comply with the rules of the OIA, whose role is to review individual complaints by students against universities. It has no regulatory powers over universities, however, and cannot punish or fine them. The OIA website contains information for both students and universities.
- 19. The OIA requires that when a student has been through all stages of an appeal they should be notified of the right to have the process reviewed by it, and that the institution should supply the student with a Completion of Procedures Letter to set out clearly what issues have been considered and the institution's final decision. An OIA review will focus on the final decision taken by the College.
- 20. The complaint must be submitted to the OIA within 3 months from the date of issue of the Completion of Procedures letter.

This policy is reviewed annually by the Senior Management Team



# Appendix 1 – Examples of Misconduct that could warrant discipline

NB: This list is neither exclusive nor exhaustive.

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

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

### Appendix 2 – Bullying and Harassment

This policy should also be used to help deal with any form of bullying and harassment, that being between students or staff and students either in LCCM premises or online.

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

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

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

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

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

Unacceptable behaviour can manifest itself physically or in conversation, written communications, telephone calls, emails, social media and electronic conference contributions between students, tutors and/or members of staff.

#### Examples of bullying or harassing behaviour

NB: This list is neither exclusive nor exhaustive.

- o Unnecessary and unwanted physical contact
- o Excessive and unwanted contact of any kind

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

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

All bullying or harassment incidents must follow the formal disciplinary procedure in this policy, whilst maintaining confidentiality if agreed with the victim. Information will only be shared with those who need to know.

# Appendix 3 – The Disciplinary panel

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

#### The Disciplinary Panel – Preparation and Conduct

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

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

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

#### Appendix 4 – Appeals procedure

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

- 10. Members of the Appeals panel have the right to call witnesses or seek further evidence during the meeting, in the event of which all members of the panel must agree before further evidence is called.
- 11. If a witness is called by one of the parties, he/she will be invited by the Appeals panel to join the hearing at an appropriate time. After the witness has made a statement and/or answered any questions, he/she will be asked to leave the hearing.
- 12. The Chair or adviser will make a final submission to the panel.
- 13. The appellant, or his/her companion, will make a final submission to the panel.
- 14. The panel will consider its decision after the appellant has withdrawn.
- 15. The decision of the Appeals panel will be conveyed orally and in writing via email to the appellant (or, if requested, to his/her companion) by the Chair of the Appeals panel within 5 working days of the hearing.
- 16. Where an appeal against the disciplinary process is upheld, all references to the disciplinary action concerned shall be removed from the student's file and the student shall be notified accordingly in writing.
- 17. The Chair of the Appeal will report the decision of the panel to the Disciplinary panel.
- 18. A Completion of procedures letter should be issued to the appellant by Student Services within 28 days.

This procedure may, in the interest of natural justice, be varied and altered by the Appeals panel. If it appears that accidental errors have been made in any of the documents submitted, the Appeals panel may, with the agreement of the parties, correct such errors. If any party wilfully refuses to comply with the timetable, the Appeals panel may dismiss the appeal, or refuse to allow the responsible party to submit documentary evidence, or written submissions, or call witnesses.

# **STUDENT FEES, PAYMENTS, REFUNDS & COMPENSATION POLICY**

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

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

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

# 1. Fees

Tuition fees are payable by you to us for each academic year you attend a LCCM programme. These fees are detailed on our website and in the information provided to you at offer and enrolment. LCCM may increase tuition fees annually in line with the Consumer Prices Index. The Consumer Price Index is a measure of inflation published monthly by the Office for National Statistics. It measures the change in the cost of a representative sample of retail goods and services. LCCM will notify you of the level of increase to your tuition fees in writing by no later than two months before payment is required for the next academic for which the tuition fee increase will apply.

# 2. Payment terms

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

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

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

at our discretion to provisionally enrol for a period which will end 60 days from your programme start date (see Terms & Conditions of Enrolment). As LCCM is a private provider of Higher Education, any tuition loan you receive will normally be less than the amount of the tuition fee payable to us for the academic year. In order to complete enrolment, you must thus have also paid the balance directly to us or put an arrangement to pay in place. A £250 early payment discount will be allowed for students able to pay the balance in full at least 6 weeks in advance of the start of the applicable LCCM academic year. If you have any questions regarding these payment terms, please contact Student Services <u>StudentServices@LCCM.org.uk</u> If you do not intend to seek a tuition fee loan from the Student Loan Company, or are not

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

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

#### 3. Payment methods

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

#### 4. Refunds & Compensation

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

#### Termination, deferral or interruption by you

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

#### 4.1 Student Withdrawal and interruption

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

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

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

#### 4.2 Changing mode of study

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

#### Termination by us

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

# 4.3 Course, campus or College changes or closure

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

#### 4.3.1 Programme Closure

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

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

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

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

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

#### 4.3.4 Withdrawal of Tier4 Licence

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

#### 4.3.5 LCCM Closure

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

# 4.3.6 Multiple Scenarios

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

#### 3.4 Where we change your mode of study

#### 3.5

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

173

#### 3.6 Where you are at fault

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

Where you are studying at LCCM under our sponsorship for a Tier4 Visa and your permission to study in the UK expires before the end of the programme (e.g. visa is revoked, curtailed or not renewed), you will be deemed to have withdrawn from your LCCM programme at the date on which your visa expired.

#### 4.6 Timing of Refunds

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

# 3.7 Compensation.

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

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

LCCM is committed to doing everything in its power to enable continuation of study as set out in our Student Protection plan. This Compensation section should be read in conjunction with our Student Protection Plan and the Terms and Conditions of Enrolment. In the event of any default by us, the focus by LCCM will be on ensuring students receive the education that they are entitled to expect from the Programme under the Enrolment Terms and Conditions. When considering if any Refund or Compensation is payable under this policy LCCM will consider (when relevant):

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

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

Specifically:

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

LCCM may provide you with compensation to the value of the difference between the unexpired College scholarship, bursary or tuition fee and that offered by the new provider, providing you remain otherwise

eligible and compliant in respect of any conditions set at the time the bursary, scholarship or net fee was awarded by LCCM;

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

In addition, if you consider that you have suffered direct financial loss arising from a scenario at 4.3 above wherein you did not have the opportunity to complete your studies as enrolled for at LCCM, other than as outlined at 4.7 I. or II. above, LCCM may consider providing compensation for this. All requests for compensation arising from any scenarios at 4.3 above are considered on a case by case basis by LCCM's Senior Management Team and should be made in writing to student<u>services@lccm.org.uk</u> no later than 20 College working days after the termination date of your studies at LCCM.

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

#### Coverage

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

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

#### Complaints

Should you consider that we have not applied this policy correctly to your own fee, payment or refund matters, or if you are unhappy with the way in which these matters have been dealt with, then you may pursue this via LCCM's Complaints Policy. This could result in an adjustment to your liability for fees and/or eligibility for a refund of tuition fees paid, should it be determined, at the conclusion of the complaints procedure, that your liability for tuition fees had been incorrectly assessed. This policy is reviewed annually by the Senior Management Team

# WITHDRAWAL POLICY

# INTRODUCTION

- This policy outlines the circumstances and processes for withdrawing students from their courses due to various reasons. It is intended to ensure fairness, clarity, and alignment with LCCM's academic standards and student support framework.
- At LCCM, we aim to support every student in achieving their academic and personal goals. However, we understand that there may be circumstances where withdrawal from studies is the best or only course of action. This policy outlines the process for withdrawing from your course, ensuring clarity, fairness, and access to support throughout the process.
- 3. Students may be withdrawn for the following reasons:
  - Voluntary Withdrawal
  - Academic Failure, including non-submissions
  - Disciplinary Action or Academic Misconduct
  - Non-Attendance or Engagement
  - Non-Completion of Enrolment Tasks

# IMPLICATIONS OF WITHDRAWAL

- 4. Withdrawal means you will cease to be enrolled in your programme of study. If you have successfully completed certain modules before withdrawal, you may be eligible to receive credit or an exit award.
- 5. Withdrawal means your Tuition fees will be recalculated based on the date of withdrawal, as outlined in the UCA Fee regulations. If self-funding, any outstanding fees must be settled before withdrawal can be finalised. Students with loans or scholarships should inform their funding body immediately, as withdrawal may affect eligibility.

# VOLUNTARY WITHDRAWAL

- 6. Students may consider withdrawing from their course for a variety of reasons, including:
  - Personal or family circumstances.
  - Health-related issues.
  - Financial difficulties.

- Changes in academic or career goals.
- Other non-exhaustive reasons

LCCM encourage students to explore all available support options before deciding to withdraw. An invitation to discuss or explore alternative routes will be offered. This will be discussed with the Student Services, Academic Mentorship or Academic Programme Leaders team where relevant and depending on the reasons for withdrawal.

- To initiate a withdrawal a student may contact the Student Services team to discuss your intention or complete and submit the Withdrawal Notification Form available on the LCCM student portal.
- If after the withdrawal meeting with the LCCM team there are no other alternative the withdrawal will be completed by the LCCM Programme Administration and sent for processing to UCA, the academic partner to complete.

# ACADEMIC FAILURE

- 9. Students are encouraged to take the first assessment opportunity for all modules to ensure academic progression. If there is persistent underperformance in assessments or failure to meet minimum academic progression requirements this may result in withdrawal.
- 10. This includes failure to pass modules despite resit and reassessment opportunities stipulated in the UCA Common Credit Framework and LCCM Assessment Policy. The decision will be reviewed by the Board of Examiners to ensure all support options have been exhausted
- 11. After ensuring a student has exhausted all opportunities to achieve academic progression with no success they will be withdrawn.

#### DISCIPLINARY ACTION OR ACADEMIC MISCONDUCT

- 12. Withdrawal may occur because of severe breaches of LCCM's disciplinary policies, including plagiarism, collusion, fabrication, impersonation, or other forms of academic misconduct.
- 13. Students involved in such cases are entitled to a formal investigation process, with outcomes determined by the Academic Misconduct or Disciplinary Panel.

14. If after such investigation or repeated misconduct the relevant panel might take the decision to terminate the studies of a student in line with the relevant policy. Severe breaches may also result in revocation of previously awarded qualifications

# NON-ATTENDANCE OR ENGAGEMENT

- 15. In cases where students are withdrawn due to extended non-attendance or engagement with their course and without communication.
- 16. If after the series of contact and meeting attempts in the LCCM attendance and engagement have been completed and the student still has not attended, communicated or engaged, LCCM will assume the student has left their course and their termination of studies ratified by the Senior Management Team.

# NON-COMPLETION OF ENROLMENT TASKS

- 17. At the start of a new intake new students will needs to complete a series of tasks or milestones necessary to be registered with the awarding body and have their Student Finance Confirmed.
- 18. These will be measured on the during the registration period which is 28-days from the start of a course.
- 19. The tasks to be completed are:
  - Registration on the student portal and e-signature of the student contract
  - Completion of Academic Milestone
  - Successful attendance during the registration period
  - Funding Eligibility
- 20. If at the end of the registration period a student has not completed one or more enrolment tasks, they may be withdrawn upon consideration of an Intake Withdrawal Board formed by members of LCCM's Senior Management Team.
- 21. If the decision is taken to withdraw a student during the registration period, their studies will be discontinued immediately. If the student still wishes to study with LCCM after discontinuation they will:
  - Only be able to rejoin at the next available period after a period of a year
  - Need to re-apply to the course and complete the full admissions process once more

# Appeals

- 22. Following the termination of enrolment, the student has the right to appeal. The student must submit a request for an appeal to the Academic Registrar within 10 working of the withdrawal appeal. The written request must state the grounds for appeal and provide relevant evidence.
- 23. Appeals will only be considered if there is
  - new information is to hand which was not available for consideration at the time the decision was taken
  - there is evidence of significant and substantive administrative or procedural error in the making of the decision to remove the student.
  - They are within the timeframe of appeal
- 24. The Academic registrar will review the appeal if it meets the previous criteria and considering the rationale for the original decision, written representation from the student, including mitigating evidence where appropriate to explain the unauthorized absence; and where appropriate written representation from the Course or Module Leader to support or refute the appeal.
- 25. Upon review of the evidence and having considered the evidence the Academic Registrar shall either:
  - Reject the appeal, in this case the withdrawal decision stands
  - Uphold the appeal and refer the case to the Senior Management Team or Academic Board for consideration and a decision on how the student will be reinstated and supported.
- 26. Once the appeal is completed a completion of procedures letter will be issued to the student. If the student is still dissatisfied they can be directed to the Office of the Independent Adjudicator or UCA procedures.
- The Senior Management Team reviews this policy annually

# **PRIVACY POLICY**

### Introduction

Welcome to the LCCM privacy notice. LCCM takes the protection of your personal data very seriously and are committed to protecting and respecting your privacy.

The EU General Data Protection regulation (GDPR) and the Data Protection Act 2018, gives people the right to know what information is held about them, and requires LCCM to ensure that personal information relating to living individuals is handled properly, held in confidence and is protected from inappropriate disclosure to third parties.

As part of our legal obligations we have published Staff, Student and General Privacy notices. Where required local privacy notices will be issued to inform individuals about what personal data is gathered, how it is used, stored and retained.

### **Data Controller**

London College of Contemporary Music ("LCCM "also referred to in this notice as "we" or "us") is registered as a data controller of your personal data with the Information Commissioner's Office (our notification number is ZA184810), and is part of The Global University Systems B.V. group of companies which is made up of different legal entities, details of which can be found

at: www.globaluniversitysystems.com .

LCCM registered address in England and Wales is Belmont House, Station Way, Crawley, West Sussex, RH10 1JA, United Kingdom.

### **Our Data Protection Officer**

If you have any questions about LCCM's privacy policies, please contact the Data Protection Officer at London College of Contemporary Music, 241 Union Street, London SE1 0LR. E-mail dpo@lccm.org.uk

## How to Use This Privacy Policy

LCCM holds and processes information about many different types of people such as its current, past or prospective employees, visitors to is website, applicants, students and alumni & supporters. It also processes personal information for a variety of reasons. LCCM may also be required by law to collect and use certain types of personal information to comply with statutory requirements. For each category of personal data process you will find the following headings:

- What types of personal data we collect?
- How we use your information?
- What we use your information for?
- Where we collect your information from?

- Who we share your information with?
- How long do we keep your personal information?
- How can you access, amend or take back the personal data that you have given to us?
- How do we store and transfer your data internationally?
- What are cookies and how do we use them?
- How to reject cookies

More information on how LCCM collects and uses personal information can be found in the relevant privacy notices below:

## Website visitor – Privacy Notice Types of personal information we collect

We collect, use and store different types of personal information about you, which we have grouped together as follows:

Types of personal information	Description
Publicity Available Data	Details about you that are publicly available, such as on Companies House or elsewhere on the internet
Marketing Data	Details about your preferences in receiving marketing communications from us
Consents Data	Any permissions, consents or preferences that you give us
Usage Data	Information about how you use our website, products and services

## How we use your information

## Cookies

Our website https://www.lccm.org.uk/ uses cookies. For more information on our cookies use, please read our cookies statement on our website.

### Generally

The table below outlines how we use your personal information and our reasons. Where these reasons include legitimate interests, we explain what these legitimate interests are.

What we use your information for	Our reasons	Our legitimate interests
• To provide you with information you may ask for	<ul> <li>Consent</li> <li>Legitimate interests</li> </ul>	• To fulfil enquires you might make of us
<ul> <li>To allow you to register for updates or for notifications of blog posts on our website</li> </ul>	<ul> <li>Consent</li> <li>Legitimate interests</li> </ul>	• To provide you with information that you may request from us
• To allow you to register for events that we may be hosting	<ul> <li>Consent</li> <li>Legitimate interests</li> </ul>	<ul> <li>To hold events, such as seminars, webinars, open days or corporate hospitality to promote our business and its services</li> </ul>
<ul> <li>To allow you to register as a member of our alumni network</li> </ul>	<ul> <li>Consent</li> <li>Legitimate interests</li> </ul>	<ul> <li>To operate and develop our alumni network and the activities of our alumni programme</li> </ul>
<ul> <li>To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)</li> </ul>	• Legitimate interests	<ul> <li>To provide efficient client care and services</li> <li>To ensure that our technology operates efficiently and without error</li> <li>To assess which of our services may be of interest to you and to tell you about them</li> </ul>

		<ul> <li>To develop new products and services and improve existing ones</li> </ul>
<ul> <li>To manage our relationship with you which will include notifying you about changes to our privacy notice and our website terms and conditions</li> </ul>	<ul> <li>Legitimate interests</li> <li>Contract performance</li> </ul>	<ul> <li>To provide efficient client care and services</li> <li>To keep you updated about changes in the legal terms that apply to the use of our website</li> <li>For record keeping and firm management</li> </ul>
<ul> <li>To manage the systems that contain our marketing database</li> <li>To manage marketing preferences and keep our records up to date</li> </ul>	• Legitimate interests	<ul> <li>For data management for marketing and business development purposes</li> <li>To improve our systems and services</li> <li>To seek feedback</li> <li>To seek your consent when we need it to contact you</li> </ul>
<ul> <li>To use data analytics to improve our website, products/services, marketing, customer relationships and experiences</li> </ul>	<ul> <li>Legitimate interests</li> <li>Consent</li> </ul>	<ul> <li>To improve our marketing strategy and the services that we provide</li> </ul>

## Where we collect your personal information from

We may collect personal information about you from the following sources:

- Directly from you
- Cookies see our cookie statement which can be accessed from our website
- Analytics providers, such as Google Analytics

## Who we share your information with

We may share your personal information with the following third parties:

- Our agents and service providers who we use to help us with marketing.
- Event organisers (if we are organising an external event which you are attending)
- The police and other law enforcement agencies
- Relevant regulators, including the Information Commissioner's Office in the event of a personal data breach
- Other companies owned or jointly owned by Global University Systems
- Potential or actual purchasers of any part of our business or assets, or other third parties in the context of a possible transfer or restructuring of our business.

### How long we keep your personal information

Where we use your personal information for marketing purposes we will retain your personal information for so long as we have your consent to do so (where we use your personal information with your consent in order to send you marketing messages) or, in other cases, for so long as we have a legitimate business or commercial reason to do so (unless you ask us to stop).

Where you withdraw your consent to receiving marketing materials or otherwise ask us to stop marketing we will add your details to a suppression list which ensures that we remember not to contact you again.

For further information as to how to withdraw your consent or to ask us to stop other marketing activities see **Withdrawing consent using your information** and **Objecting to how we may use your information**.

If you withdraw your consent to receiving marketing materials or ask us to stop our marketing activities, we will still communicate with you for other purposes in the normal course of any other relationship we may have with you.

## **International transfers**

As a global company, we hold some personal information concerning our suppliers and their affairs within the United Kingdom. We do work with agents and service providers who may process your personal information on our behalf outside the EEA. If your information is processed outside the EEA, we will ensure that it is protected to the same standards as if it were being processed within the EEA by putting in place a contract with our agents and service providers that provides adequate safeguards or using service providers that are certified on the US Privacy Shield framework.

If you require more information or have any queries, please contact our Data Protection Officer at: dpo@lccm.org.uk

## **Applicants and Students Privacy Notice**

London College of Contemporary Music (LCCM) takes the protection of your personal data very seriously and are committed to protecting and respecting your privacy.

When processing your Personal Data, LCCM is obliged to fulfil individuals' reasonable expectations of privacy by complying with the General Data Protection Regulation (the GDPR), the Data Protection Act 2018 (DPA), and other relevant legislation and regulations (collectively "Data Protection Law").

#### Purpose of this Notice

This privacy policy sets out the basis on which any personal data we collect from you, or that you or any third parties provide, will be processed by us. We may withdraw or modify this notice at any time and we may supplement or amend this notice by additional policies and guidelines from time to time. We will notify you if this notice is amended.

LCCM also referred to in this notice as "we" or "us") is a data controller (which means we are responsible for deciding how we hold and use your personal information) of your data and is part of The Global University Systems B.V. group of companies which is made up of different legal entities, details of which can be found at https://www.globaluniversitysystems.com .

"Personal data" refers to information relating to a living, identifiable individual. It can also include "special categories of data", which is information about your racial or ethnic origin, religious or other beliefs, and physical or mental health, the processing of which is subject to strict requirements. Similarly, information about criminal convictions and offences is also subject to strict requirements. "Processing" means any operation which we carry out on your personal data e.g. obtaining, storing, transferring and deleting.

### 2. Your personal information

We hold a range of personal data about you, some of which you provide to us direct and some of which we receive from third parties, such as UCAS, where relevant. See below for further details of personal data we receive from third parties. Examples of categories of personal data which we hold are: your contact details, prior educational experience/attainment, immigration information (e.g. passport details, language proficiency), where relevant, health information (including any disabilities) and other equality-monitoring data you provide to us. In addition, if you come to study with us, we process data about your academic performance, attendance and progression, and where relevant, breaches of our policies (e.g. academic or other misconduct concerning LCCM-related activities).We also process contact and

educational details after you have completed your programme or your activities with us are otherwise terminated.

The purposes for which we process your personal data and the legal basis

When you are an applicant, we process your personal data for the purposes of assessing your eligibility to be offered a place on one of our academic or professional programmes.

If you take up a place at LCCM, we process your personal data for the purposes of providing our academic or professional programmes and related services.

If you are unsuccessful or do not take up a place at LCCM, we will retain your personal data in line with our retention schedules for statistical and audit purposes or in the event of a complaint or an appeal. We only process data for specified purposes and if it is justified in accordance with data protection law. The table below lists the various purposes for which we process personal data and the corresponding justification for it. Some processing of your personal data is justified on the basis of contractual necessity. In general, this applies to personal data you provide to us to process your application and if enrolled, to monitor academic performance. Without that information, we would be unable to provide you with your chosen academic programme and related support services. Some personal data is also required to fulfil our legal obligations regarding immigration. A failure to provide that information would prejudice your application for a Tier 4 visa.

No	Purpose	Legal basis / justification
1	Assessing eligibility to undertake our academic or professional programmes.	Processing is necessary for the purposes of taking steps prior to entering into a contract with us
2	Supporting applicants through the application process and providing further information on the services we can offer	Necessary for negotiating to enter into a contract and legitimate interests in providing support to applicants

No	Purpose	Legal basis / justification
3	Provision of academic programmes and related services (including IT and library services).	Necessary for performing a contract, i.e. to provide your chosen academic programme. This can be a contract with us or a contract between you and your home institution ("contractual necessity")
4	Identifying students and assisting them in trying to succeed in their learning via the dashboard system.	Contractual necessity and legitimate interest in assisting our students to succeed in their studies
5	Assessment of academic progress and performance (including attendance), and where necessary providing support	Contractual necessity
6	Financial Administration (including provision of loans and bursaries)	Contractual necessity
7	Administration of extenuating circumstances procedures.	Contractual necessity
8	Administration of complaints, academic appeals, interruption and withdrawal, fitness to study and fitness to practice procedures.	Contractual necessity

No	Purpose	Legal basis / justification
9	Immigration matters.	Necessary for us to comply with our legal obligations in relation to students who hold Tier 4 visas. Such processing may also be in the public interest.
10	Making reasonable adjustments for disabilities and providing relevant support to students with ill health and providing wellbeing support. This includes processing special category information.	Explicit consent.
11	Employability Support	Contractual necessity and our legitimate interest in assisting our students and alumni to progress in their careers.
12	Regulating LCCM's community (including dealing with misconduct under our procedures for academic and other misconduct including disciplinary procedures)	Contractual necessity and our legitimate interest in maintaining academic standards and the good order of LCCM community.
13	Obtaining payment of fees.	Contractual necessity and our legitimate interest in obtaining payment for the services we provide.
14	Protecting our property and assets (e.g. by dealing with misconduct)	Necessary for our legitimate interest in safeguarding our property and assets.

No	Purpose	Legal basis / justification
15	Providing appropriate I.T. and other infrastructure facilities e.g. a virtual learning environment	Contractual necessity; legitimate interest in providing a proper infrastructure to support the provision of academic or professional programmes and related student services.
16	Communicating with students	Contractual necessity and our legitimate interest in marketing LCCM and promoting student welfare.
17	Registering alumni to maintain an alumni network	Necessary for our legitimate interests in maintaining an alumni network, and marketing

There may be other processing in addition to the above, for example, when you access our website which uses cookies or when we take photos of our events and publish them. This is done on the basis of our policies and we will inform you about such processing at the time when the data is obtained or as soon as reasonably possible thereafter.

Where the basis of processing your personal data is contractual necessity and you fail to provide the personal data in question, LCCM may not be able to process your application or provide you with the programme for which you have applied. A failure to provide immigration-related data may result in failure to obtain a Tier 4 visa for those who students who require it.

Personal data received from third parties

No	Data	Source
1	Contact details and attainment.	UCAS, UKPASS, call agents
2	Your immigration status.	Home Office (UKVI)

No	Data	Source
3	Transcripts - details of programmes undertaken or being undertaken at another institution; attainment.	Another institution and/or secondary/high schools.
4	Medical, mental health, accessibility-related and similar information. This is special category personal data. We only obtain this information from third parties if you give us consent to do so or if it's a matter of life and death.	Another institution, medical practitioners and/or family members
5	Your financial status.	Student Loans Company.
6	Details of any LCCM-associated complaint	Office of the Independent Adjudicator, and/or Competition and Markets Authority
7	Information required to assess eligibility for courses i.e. from employers or sponsors.	Employers or sponsors.
8	Details as to how you are performing in your apprenticeship job.	Your employer if you are an apprentice
9	Details as to how you are performing on placement.	Your placement provider
10	Details of performance at a partner institution including attendance and disciplinary issues.	International study abroad or exchange programme partner or collaboration partner.

## **Recipients of personal data**

On occasion we may need to share your data with third parties. The following table lists what information we may share with whom

No	Recipients	Data which we may share with them
1	Companies within the group	Contact details, Course information where students and graduates are interested in entrepreneurship activities and relevant employability activities
2	Placement providers	Your CV as well as any accessibility and assistance requirements and related information.
3	Co-curricular and/or extracurricular excursion providers	Accessibility and assistance requirements and related information.
4	Your employer if you are an apprentice.	Details as to how you are performing in the academic part of your apprenticeship.
5	Your employer or sponsor if you are a sponsored student.	Details as to how you are performing and attendance in your course.
6	External examiners.	Identification details and exam papers.
7	Turnitin.	Identification details and assessment papers in order to detect plagiarism
8	Education and Skills Funding Agency if you are an apprentice.	Student details including course and employer information and academic progression.
9	End point assessor if you are an apprentice	Identification details and assessment details.

No	Recipients	Data which we may share with them
10	UK Home Office	Passport details; contact details; programme details including attendance, placement details and work experience; fees and housing details
11	Data processors i.e. third parties who process personal data on our behalf e.g. software providers	Application details; attendance records
12	Local Authority (including the electorate office).	Contact details and course details where there's a legal basis.
13	Student Loans Company.	Contact details and course details including progression.
14	LCCM's insurers and internal and external auditors, Health and Safety Executive in respect of accidents or incidents connected with the company.	Student details and details in relation to any incident.
15	Regulatory bodies, where you are on a professional programme	Contact details, attendance and progression information and potentially disciplinary or fitness to study or fitness to practice issues
16	Government agencies i.e. HMRC*	Contact details and potentially other information if requested where there is a legal basis.

No	Recipients	Data which we may share with them
17	Police*.	Contact details and potentially other information if requested where there is a legal basis.
18	London Borough of Southwark or other members of the Channel Panel, a programme which provides support to individuals who are at risk of being drawn into terrorism as defined in Part 5, Chapter 2 of the Counter Terrorism and Security Act 2015.	Contact details and other information that LCCM could be required to supply in order to comply with the Counter Terrorism and Security Act 2015.
19	Potential employers or other companies requesting a reference or confirmation of qualifications	Attendance, progression and performance details including disciplinary or academic misconduct issues or breaches of the LCCM's regulations.
20	Close family, next of kin and emergency services where there is an emergency situation such as illness or serious injury	Personal data including potentially special category data if necessary
21	Other UK based and international educational institutions which the LCCM partners or collaborates with to deliver placements, study abroad programmes, dual	Contact details, attendance, progression and performance details and details of any disciplinary or academic misconduct issues or breaches of LCCM's regulations

No	Recipients	Data which we may share with them
	awards, franchised or validated awards or any articulation or progression agreement.	
22	Higher Education Statistics Agency ("HESA"); Office for Students and Government Departments such as the Department for Education for analysis of student data or to carry out statutory functions	Personal details, progression and performance details, details of the Destination of Leavers' Survey. The privacy notice for the Office for Students including sensitive data that they may hold, can be found here https://www.officeforstudents.org.uk/privacy/ . The privacy notice for HESA can be found here https://www.hesa.ac.uk/about/website/privacy
23	External debt collection agencies, in relation to student debts where LCCM's own recovery attempts have proven unsuccessful	Contact details and details of debt

\* This will only be shared on request and where there is a legal basis for doing so.

Overseas transfers of personal data (i.e. outside the European Economic Area (EEA) Where possible, we aim to hold personal data relating to students within the EEA. Where any of your personal data is transferred outside the EEA it will be subject to a legally binding data sharing agreement and to an adequacy decision by the European Commission (country, territory or specified sectors), or other appropriate safeguards as set out in Article 46 of the GDPR.

## **Retention of data**

The length of time that we keep your personal data for is set out in the Student Records Retention Schedule, please contact dpo@lccm.org.uk for more information.

## Your rights as a data subject

As a data subject, you have the following rights in relation to your personal data processed by us:

• To gain access to your personal data;

• To rectify inaccuracies or where appropriate, given the purposes for which your data is processed, the right to have incomplete data completed;

• To have your personal data erased. This is a limited right which applies, among other circumstances, when the data is no longer required, consent has been withdrawn and/or the processing has no legal justification. There are also exceptions to this right, such as when the processing is required by law or in the public interest;

• To object to the processing of your personal data for marketing purposes. You may also object when the processing is based on the public interest or other legitimate interests, unless we have compelling legitimate grounds to continue with the processing.

• To restrict the processing of your personal data. This is a limited right which will apply in specific circumstances and for a limited period.

• To obtain a copy of your data in a commonly used electronic form if the data is processed by automated means and the processing is based on your consent or contractual necessity.

• To not have decisions with legal or similar effects made solely using automated processing, unless certain exceptions apply.

Where we are relying on your consent to process your data, you may withdraw your consent at any time. Your requests will be considered at the latest within one month.

#### Exercising your rights, queries and complaints

For more information on your rights, if you wish to exercise any of the above rights or for any queries you may have or if you wish to make a compliant, please contact our Data Protection Officer at LCCM, 241 Union Street, London SE1 0LR

E-mail: dpo@lccm.org.uk

### **Complaints to the Information Commissioner**

LCCM maintains a data protection registration with the Information Commissioner's Office, the independent authority which oversees compliance with the Data Protection Legislation. LCCM registration number is 11147959and sets out, in very general terms, the full range of purposes for which we use, students and all other personal information

You have a right to complain to the Information Commissioner's Office (ICO) about the way in which we process your personal data. You can make a complaint on the ICO's website https://ico.org.uk/.

## London College of Contemporary Music (LCCM) Privacy Notice - Alumni and Supporters.

### **Purpose of this Privacy Notice:**

Our alumni and supporters are extremely important to us. This Privacy Notice explains how we, London College of Contemporary Music (LCCM), use the personal data our Alumni and Development Department collects from our alumni and supporters.

We are the data controller for personal data relating to you and this Privacy Notice explains how we will process your personal data. This Privacy Notice will be kept under review and any changes will be updated on our website and communicated to you as appropriate.

This Privacy Notice was last updated in 20<sup>th</sup> September 2019.

Due for Review by: 14th September 2020

### Who does this privacy notice cover?

This privacy notice covers LCCM alumni who have completed a course of over 12 months' duration. It also covers individuals who have chosen to support LCCM in some way that is under the remit of the Alumni and Development Department and have consented to be contacted for one of the purposes set out below. This notice only covers processing of personal data for Alumni and Development purposes as set out below. For other personal data processing related to former-students and alumni see the Student Privacy Notice.

## What personal information do we collect?

We may hold a range of personal data about you from a number of sources. The majority of the personal data that we hold is information provided to us by you. If you are an alumna/ alumnus of LCCM, personal data collected during your time as a student is transferred from your student record such as your name, date of birth and gender to LCCM's alumni database when you complete a course of over 12 months' duration. We may also add information provided by you during interactions with you. If you are a supporter of LCCM, the personal data we hold may be information provided by you during your interaction with us.

Examples of categories of personal data which we may hold are:

- · Personal identifiers e.g. your name, gender, student/ alumni numbers and your date of birth;
- · Contact details e.g. your postal/ email address, telephone number and contact preferences;

• Information about your time at LCCM – e.g. the courses you completed and your membership of clubs and societies;

Career details – e.g. job role;

 Records of donations – including financial details and Gift Aid status, where applicable (as required by HMRC);

· Communications between the Alumni and Development Department and you;

• Information about your interactions with LCCM – e.g. records relating to volunteering activities on behalf of the College, online interactions with us on social media, information about your use of College resources or facilities (e.g. the library), information on your engagement with College meetings, events, groups or networks;

• Results of automated decision making and profiling processes to focus our interactions with you We may also hold information collected from publically available sources, such as social network posts, internet searches and websites, and may augment this information with the personal data you provide to us.

Why are we collecting your personal data/what are we doing with it (purposes)?

We only process data for specified purposes and if it is justified in accordance with data-protection law. In general terms, we process your personal data for the purposes of increasing alumni involvement with the student experience at LCCM, fundraising, alumni/ supporter communications and related activities by the Alumni and Development Department. More specifically, these activities may include:

• sending you publications (e.g. alumni magazines and email newsletters about LCCM and fundraising activities);

· inviting you to alumni and supporter events, reunions and University events;

· informing you of benefits available to alumni and supporters;

· asking you to support LCCM (e.g. contributing to student mentoring schemes or donations);

fundraising programmes;

wealth analysis and research in order to improve our understanding of our alumni and supporters,
 inform our fundraising strategy and target our communications; and

• internal record-keeping and administration (e.g. to process a donation or administer an event which you are attending).

There may be other processing in addition to the above, for example, when you access our website which uses cookies or when we take photos of our events and publish them. This is done on the basis of our policies and we will inform you about such processing at the time when the data is obtained or as soon as reasonably possible thereafter. Use of our websites, including our use of cookies, is covered by our website privacy notice: https://lccm.org.uk/privacy-policy/

#### Do we use any automated decision making or profiling?

Automated individual decision-making means making a decision solely by automated means without any human involvement and profiling means the automated processing of personal data to evaluate certain things about an individual. We may use automated or manual analyses including segmentation or profiling to link data together to send you communications which are relevant and timely, to identify opportunities which may be of interest to you, to help us identify your potential for supporting LCCM and to avoid approaching you with opportunities which are not of interest. We may carry out wealth screening to focus our conversations with you and ensure we provide you with an experience which is appropriate for you.

#### What legal bases do we rely on for processing your personal data?

Depending on the activity being carried out, we will rely on one of the following conditions for processing: a legitimate interest; a legal obligation; or your consent to process your data, as explained below.

 $\cdot$  GDPR Article 6(1) (a) – Consent of the data subject

Unless mentioned below, we will only process your personal data in relation to alumni and development purposes where we have your consent. This means we will only email you, or call TPS registered numbers, if we have your express consent to do so. We may contact you by post, unless you have asked us not to. We will also only contact you about College news, events or to ask for a donation if we have your express consent to do so.

• GDPR Article6 (1)(c) – Processing is necessary for compliance with a legal obligation If you make or have made a charitable donation we will process your name, address, and donation information under 6(1)(c) of the GDPR for the purpose of administering your donation and claiming Gift Aid on your behalf. We may also use available sources to carry out due diligence checks to meet money laundering regulations. If you withdraw consent, we will continue to maintain a core set of personal data comprising very brief information to ensure that we do not inadvertently contact you in future. The College has a legal obligation to supply some of the information we hold about you, as a graduate, to the Higher Education Statistics Agency (HESA) – the official agency for the collection, analysis and dissemination of quantitative information about higher education in the United Kingdom. HESA will treat your data in line with its collection notices. HESA produces official statistics and its outputs are regulated by the UK Statistics Authority, which has a direct line of accountability to Parliament.

• GDPR Article 6.1(f) -Processing is necessary for the pursuit of our legitimate interests. Processing of student record data for alumni under legitimate interests for the purpose of monitoring our academic services and providing you with information (e.g. copy of transcript, confirmation of degree etc.) is covered in the Student Privacy Notice.

Who do we share your personal data with? What data do we share?

On occasion we may need to share your data internally and with third parties. The following table lists what information we may share with whom.

Recipients	Data which we may share with them
Our staff in the Alumni and Development Department	Contact details, course information, and, where necessary for the implementation of reasonable adjustments and/or the provision of other support and subject to your consent, health information.
Our administrative/ IT staff associated with alumni/ supporter activities	Contact details, course information, and, where necessary for the implementation of reasonable adjustments and/or the provision of other support and subject to your consent, health information.
Volunteer partners associated with alumni/ supporter activities	Contact details and course information
College clubs and societies	Contact details and course information
Event providers	Registration details, accessibility and assistance requirements and related information including dietary requirements.

research or to carry out automated or manual analysis to link data together to identify your potential for supporting LCCM Data processors i.e. third parties who process personal data on our behalf e.g.	Contact details and course information
software providers, event booking providers etc. (e.g. Eventbrite)	Contact details and course information

## How are we protecting your personal data?

Your personal data is held securely on LCCM's alumni and supporter database, which is accessible by a limited number of staff and is secured. Any transfer of your personal data outside the European Union will be subject to the Privacy Shield protections. Further information about Privacy Shield can be found at https://www.privacyshield.gov/welcome.

We ensure we have appropriate data sharing agreements in place before sharing your personal data. We do not sell your personal data to third parties under any circumstances, or permit third parties to sell on the data we have shared with them.

LCCM is committed to working in a transparent, ethical, responsible and honest way.

### Your rights as a data subject

As a data subject, you have the following rights in relation to your personal data processed by us:

• to gain access to your personal data;

• to rectify inaccuracies or where appropriate, given the purposes for which your data is processed, the right to have incomplete data completed;

to have your personal data erased. This is a limited right which applies, among other circumstances,
 when the data is no longer required or the processing has no legal justification. There are also
 exceptions to this right, such as when the processing is required by law or in the public interest;

 $\cdot$  to object to the processing of your personal data for marketing purposes;

 $\cdot$  to object to the processing of your personal data when such processing is based on the public interest or other legitimate interests, unless we have compelling legitimate grounds to continue with the processing;

 $\cdot$  to restrict the processing of your personal data. This is a limited right which will apply in specific circumstances and for a limited period; and

 $\cdot$  to ask for the transfer of your data electronically to a third party.

## How long is your personal data kept?

Personal data in support of your alumni relationship with LCCM will be kept until there is no longer a legal basis for holding it, until you object to the processing of your data (e.g. for direct marketing purposes) or until you withdraw your consent.

If you ask us to delete your personal data, we will continue to maintain a core set of personal data comprising very brief information to ensure that we do not inadvertently contact you in future. We may also need to retain some financial records for statutory purposes.

## How can you maintain your personal data?

You can update, amend or correct the data we hold about you by contacting the Alumni and Development Department by email, phone or post. You can also change your communication preferences at any time to restrict how we process your data, or opt out of some or all communication. We will also review your consent and preferences at least every two years.

## Exercising your rights, queries and complaints

For more information on your rights, if you wish to exercise any right or for any queries you may have or if you wish to make a complaint, please contact our Data Protection Officer:

Data Protection Officer

Address: 241 Union Street, London SE1 OLR

Email: dpo@lccm.org.uk

Complaints to the Information Commissioner

You have a right to complain to the Information Commissioner's Office (ICO) about the way in which we process your personal data. You can make a complaint on the ICO's website https://ico.org.uk/.

### **LCCM Privacy Notice - Graduation**

LCCM graduation ceremonies are significant events for our graduates, their guests and our staff. These ceremonies are public events and therefore there is no expectation of privacy under data protection legislation for any attendees. This statement explains how personal data will be processed for and during the event and provides guidance should you not wish your personal data to be processed in this way. This applies to all students who are intending to graduate or may be eligible for an award, whether they attend a ceremony or not. Please note the following important information and ensure your invited guests are also aware of the information relevant to them:

• Your name will appear in the Graduation brochure. If you do not want your name included for these purposes you must tell us be emailing dpo@lccm.org.uk no later than 5 weeks prior to the date of your ceremony\*.

• If you graduate in person your name and award title will be read out at the ceremony immediately prior to you walking across the stage.

· Your photograph will be taken whilst you cross the stage and receive your 'parchment'.

• Crowd shots will be taken by the College photographers at the venue and at our graduation receptions and these may include images of you and your guests.

• Your consent will be sought for smaller group or individual photographs prior to these being taken. If you do not wish to be photographed, you should tell the photographer before the photo is taken.

· Live film feed may be used to stream the ceremonies externally.

• If you do not wish to have your photograph taken/ video filmed/streamed when crossing the stage, including being handed your parchment you must tell us by

emailing dpo@lccm.org.uk no later than 5 weeks before the date of your ceremony\*.

• Videos of the ceremonies may be produced and screened at relevant post-graduation receptions and, at a later date, will be made available for viewing from the College website.

• Television companies may be present to interview our honorary Graduates and other VIPs or film the event generally. If you do not wish to appear on television, you should maintain your distance from any filming that may take place. • Appropriate photographs and films of these events may be used to promote the activities of LCCM and these may appear in any of our promotional materials, in printed or electronic format, including worldwide web sites, multimedia productions, course leaflets or prospectuses. Please note that websites can be seen worldwide.

 $\cdot$  Visual images will be used and retained strictly in accordance with the UK Data Protection Legislation and the College records retention schedules.

If you have any queries or concerns about the use of your personal data for/at our Graduation ceremonies, please email dpo@lccm.org.uk no later than 5 weeks prior to the date of your ceremony. Please see the full privacy notice below:

\*When emailing please ensure that you include your Student ID and Programme of Study.

### **Identity of controller**

London College of Contemporary Music (LCCM )

### Purpose for collection/processing

The College processes personal data for the purposes of arranging graduation ceremonies, conferring awards on Graduates and documenting the event for the purposes of celebrating Graduates achievements and for the future promotion of the College.

### Legal basis

Article 6(1) of the General Data Protection Regulation refers:

Article 6(1) (a) consent, is the basis for including names in the press.

Art 6(1) (f), legitimate interests, is the basis for processing personal data for the purposes of photography and filming where this is for future promotion of the College. Please see the photography statement provided for further information. It is in the legitimate interests of the controller to use images of successful graduates and ceremonies for future promotion of the College. To balance the individual's interests, rights and freedoms the College provides a fact sheet of all photography and filming activities to individuals prior to the event which details how they can avoid inclusion in the photography and filming and exercise their rights in the event that they are included. It is in the interests of both the College and individual graduates involved to document these auspicious occasions which are important life events to be celebrated.

## Whose information is being collected/processed

Students, College employees and all other ceremony attendees, including those invited by students/graduates.

## What information is being collected

Name, identifying numbers, contact details, educational details, photographs and moving images.

## How is the information collected

College systems for the event organisation and images by camera on the day of the event.

## Who is the information shared with outside the College

Publicly – the publication of names in graduation brochures, photographs online and in any of the College's promotional materials, in printed or electronic format.

## How is the information kept securely

Information/photographs are kept securely on College processing equipment in line with the College's information security and data protection policies.

## How is the information kept up to date

Students are required to keep their information up to date during the course of their studies to ensure

that the personal data used at the time of graduation ceremonies is accurate, as this will be recorded at

this point as a record of the event.

## How long is the information kept

Please see the College's Records Retention Schedules.

## Will the information be used for any automated decision making

No

## Is the information transferred outside the European Union?

Ceremony live video streams are broadcast over the internet and may be accessed out with the EU.

Individual photographs and graduation brochures may be transferred outside the EU by third party individuals.

### Your rights

Attendance at a Graduation Ceremony is optional and students can choose to graduate inabsentia (without attending). This selection is made at the time of registering a student's intent to graduate.

Graduates can request that they are not photographed/captured on video while crossing the stage during the ceremony.

This request must be made in writing to dpo@lccm.org.uk and submitted no later than 5 weeks prior the date of the ceremony.

Graduates can request that their name does not appear on the official Graduation Brochure.

This request must be made in writing to dpo@lccm.org.uk and submitted no later than 5 weeks prior the date of the ceremony

## Data protection officer

Enquiries relating to data protection should be made to the College's Data Protection Officer, email: dpo@lccm.org.uk

## **Further information**

https://lccm.org.uk/

## London College of Contemporary Music (LCCM) Staff Privacy Notice

London College of Contemporary Music ("we", "our", "us") are committed to protecting and respecting your privacy.

This privacy policy sets out the basis on which any personal data we collect from you, or that you or any third parties provide, will be processed by us. We may withdraw or modify this notice at any time and we may supplement or amend this notice by additional policies and guidelines from time to time. We will notify you if this notice is amended.

## What is Personal Data?

'Personal data' means any information which identifies you as an individual. It may include your name but it may also be other information such as your date of birth, nationality and gender which when combined identify you.

### London College of Contemporary Music data protection obligations

In accordance with the General Data Protection Regulation (the "GDPR") and the Data Protection Act 2018 (the "DPA"), together, the "Data Protection Laws", we are a Data Controller as we determine the purposes for which, and the manner in which, any personal data is, or is likely to be, processed. This means that we are legally responsible for the personal data we collect and hold about you. It also means that we must comply with the data protection principles (see below). One of our responsibilities is to tell you about the different ways in which we use your personal data – what information we collect (and our legal basis for doing so), why we collect it, where we collect it from and whether (and with whom) we will share it. We also need to tell you about your rights in relation to the information. This notice provides further details about all of these issues.

In order to comply with our contractual, statutory, and management obligations and responsibilities, we need to process personal data relating to our employees, including 'sensitive' or special categories' of personal data, as defined in the Data Protection Laws which includes information relating to health, racial or ethnic origin, and criminal convictions.

All personal data will be processed in accordance with the Data Protection Laws and LCCM Privacy Policy: https://lccm.org.uk/privacy-policy/

### Using your information in accordance with Data Protection Laws

Data Protection Laws require that we meet certain conditions before we are allowed to use your data in the manner described in this notice, including having a 'legal basis' for the processing.

The legal bases on which your personal data are collected, the types of personal data, and the purposes for which they are processed is given below.

### **Application for employment (Subsection)**

We need to process your personal data that you supplied to LCCM as part of your application for a position at LCCM. This is to ensure that your application can be considered by the relevant department. In your application we will collect the following information:

### Personal data gathered

In your application we will collect the following information

First Name(s)

Last Name

Title Other Name(s) Preferred Forename Your Address Postcode Telephone (Home) Telephone (Work) Telephone (Work) Your personal Email Details of your Secondary and/or Tertiary education Professional qualifications Statement in support of your application Details within your submitted Curriculum Vitae (CV) Details of your right to work in the UK Information about your present and employment history for the previous five (5) years including:

Name of Employer(s)

Address Line 1

Address Line 2

Town

County

Postcode

Job Title

Date From

Date To

Salary

Notice Required

In addition, we may contact your referees as provided in your application to confirm the employment information that you provided.

## Special categories personal data

As part of the application you will be asked to provide equality and diversity information, this may include data concerning:

Any disability Your ethnicity Your sexual orientation

Your religious beliefs

You have the right to not provide this information, in which case LCCM will note to statutory bodies that you elected not to provide this information

## **Criminal records information**

In some circumstances we may process your information to undertake a Disclosure and Barring Service (DBS) check, as required by law.

## During your employment (subsection)

The Data Protection Laws define 'sensitive personal data' or 'special categories of personal data' as information that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, physical or mental health, genetic data, biometric data, data concerning sex life or sexual orientation. We will process this data, as well as the data provided in your application in order to perform our obligations arising from your contract of employment with us. The additional personal data we process to meet these responsibilities includes:

## Additional data-personal information

The additional personal data (including some special category personal data) we process to meet our responsibilities as an employer includes the following:

Previous sickness information including the reasons for the absence

Bank account details Passport details Visa details Sick pay Leave entitlement Parental pay Pensions data Remuneration and benefits Emergency contacts Trade Union Membership Statutory responsibilities We may process your personal data in order to meet responsibilities imposed on us by legislation. The personal data processed to meet statutory responsibilities includes, but is not limited to, data relating to:

tax;

national insurance;

statutory sick pay;

statutory maternity pay;

family leave;

work permits, and

equal opportunities monitoring.

## Our lawful basis for processing

The lawful bases for processing personal data will be:

Article 6(1) (b) Contract

Article 6(1) (c) Legal obligation

Article 6(1) (f) Legitimate interest

### **Purpose of processing**

We will use your personal data in connection with your employment relationship with us, including for

the following purposes:

To facilitate staff training, such as e-learning.

Managing our accounts and records and providing commercial activities to our clients.

For the use of CCTV systems to monitor and collect visual images for the purposes of security and the

prevention and detection of crime - The CCTV policy can be found HERE

To provide you access to relevant systems to undertake your role.

To fulfil our obligations for the contract of employment.

Processing recruitment applications.

Talent, performance and succession planning.

Paying and reviewing salary and other remuneration and benefits.

Providing and administering benefits (including pension, voluntary healthcare schemes, salary sacrifice schemes and others).

Undertaking performance appraisals and reviews.

Policy and Legal Governance requirements and compliance.

Internal audit and data collection.

Legal compliance, requirements and obligations.

Maintaining sickness and other absence records.

Providing references and information to future employers and, if necessary, governmental bodies. Processing information regarding equality of opportunity and treatment of data subjects in line with the monitoring of equal opportunities and access.

The information we process may be held on LCCM Corporate systems some of which may be owned and operated by third parties. Where we engage with such third parties, we insist upon strict contractual requirements to be adhered to by them to protect the personal data.

#### Special categories personal data

The Data Protection Laws define 'sensitive personal data' or 'special categories of personal data' as information about racial or ethnic origin; political opinions; religious beliefs or other similar beliefs; trade union membership; physical or mental health; sexual life. In certain limited circumstances, the Data Protection Laws permit us to process such data without requiring the explicit consent of the employee.

(a) We will process sensitive personal data about an employee's health where it is necessary, for example, to record absence from work due to sickness, to pay statutory sick pay, to make appropriate referrals to the Occupational Health Service, and to make any necessary arrangements or adjustments to the workplace in the case of disability. This processing will not normally happen without the employee's knowledge and consent.

(b) Other than in exceptional circumstances, LCCM will process sensitive personal data about an employee's racial and ethnic origin, their sexual orientation or their religious beliefs only where they have volunteered such data and only for the purpose of monitoring and upholding LCCM's equal opportunities policies and related provisions.

(c) Information about an employee's criminal convictions will be held as necessary and only in accordance with Data Protection Legislation.

The lawful basis for processing this special category personal data will be:

The GDPR Article 9(2)(b) 'processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law in so far as it is authorised by Union or Member State law or a collective agreement pursuant to Member State law providing for appropriate safeguards for the fundamental rights and the interests of the data subject.

#### Sharing personal data

We sometimes need to share the personal information we process with you and also with other organisations. Where this is necessary we are required to comply with all aspects of the Data Protection Laws.

We may use third party providers to deliver our services, such as externally hosted software or cloud providers, and those providers may involve transfers of personal data outside of the EU. Whenever we do this, to ensure that your personal data is treated by those third parties securely and in a way that is consistent with UK data protection law, we require such third parties to agree to put in place safeguards, such as the EU model clauses or equivalent measures.

Where necessary or required we will share your information with:

· family, associates and representatives of the person whose personal data we are processing;

- · current, past or prospective employers;
- · healthcare, social and welfare organisations;
- · suppliers and service providers;
- · financial organisations;
- · auditors;
- · police forces, security organisations;
- · courts and tribunals;
- · prison and probation services;
- · legal representatives;
- · local and central government;
- · consultants and professional advisers;
- · trade union and staff associations;
- survey and research organisations, and
- $\cdot$  press and the media.

Furthermore, in order to fulfil its statutory responsibilities, LCCM is required to provide some of an employee's personal data to government departments or agencies e.g. provision of salary and tax data to HM Revenue & Customs.

### Automated processing

LCCM does not use automated processing and decision making without manual intervention.

### Principles

We will handle your personal data in accordance with the principles set out below:

Principle	Personal Data shall be:
Lawfulness, fairness and transparency	be processed lawfully, fairly and in a transparent manner in relation to the data subject.
Purpose limitation	collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes.
Data minimisation	adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed.
Accuracy	accurate and, where necessary, kept up to date.
Storage limitation	kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed.
Integrity and confidentiality	processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures
Accountability	be able to demonstrate compliance with the above principles

## Keeping personal data up-to date

The Data Protection Laws require us to take reasonable steps to ensure that any personal data we process is accurate and up-to-date. Employees are responsible for informing us of any changes to the personal data that they have supplied during the course of their employment. You can contact cezannehr@gus.global to update your personal data.

## Retention of your data

LCCM retains personal information it collects from you where there is an ongoing business need to do so (for example, to provide you with a service you have requested or to comply with applicable legal, tax or accounting requirements).

When there is no ongoing business need to process your personal information, LCCM will either delete or anonymise it or, if this is not possible (for example, because your personal information has been stored in backup archives), then LCCM will securely store your personal information and isolate it from any further processing until deletion is possible. Personnel files are retained for a period of at least 6 years from the date of termination of employment.

#### How does LCCM protect data?

We take the security of your data seriously. We have internal policies and controls in place to ensure that your data is not lost, accidentally destroyed, misused or disclosed, and is not accessed except by our employees in the proper performance of their duties. Your information will not be transferred outside of the EU.

#### **Your rights**

Under certain circumstances, you may have the following rights in relation to your personal data: **Right 1**: A right to access personal data held by us about you.

**Right 2**: A right to require us to rectify any inaccurate personal data held by us about you.

**Right 3**: A right to require us to erase personal data held by us about you. This right will only apply where, for example, we no longer need to use the personal data to achieve the purpose we collected it for; or where you withdraw your consent if we are using your personal data based on your consent; or where you object to the way we process your data (in line with Right 6 below).

**Right 4**: A right to restrict our processing of personal data held by us about you. This right will only apply where, for example, you dispute the accuracy of the personal data held by us; or where you would have the right to require us to erase the personal data but would prefer that our processing is restricted instead; or where we no longer need to use the personal data to achieve the purpose we collected it for, but we require the data for the purposes of dealing with legal claims.

**Right 5**: A right to receive personal data, which you have provided to us, in a structured, commonly used and machine readable format. You also have the right to require us to transfer this personal data to another organisation.

Right 6: A right to object to our processing of personal data held by us about you.

**Right 7**: A right to withdraw your consent, where we are relying on it to use your personal data.**Right 8**: A right to ask us not to use information about you in a way that allows computers to make

decisions about you and ask us to stop.

For more information on your rights, if you wish to exercise any right or for any queries you may have or if you wish to make a compliant, please contact our Data Protection Officer at: dpo@lccm.org.uk

#### **Changes to our privacy Policy**

Any changes we make to this privacy notice in the future will be [posted on this page] and, where appropriate, notified to you by e-mail.

#### Who regulates the use of my personal information?

LCCM maintains a data protection registration with the Information Commissioner's Office, the independent authority which oversees compliance with the Data Protection Legislation. LCCM registration number is 11147959 and sets out, in very general terms, the full range of purposes for which we use, staff and all other personal information. Please visit the Information Commissioners Office website for details.

### Who do I contact with questions?

The data controller for the purposes of the General Data Protection Regulation is LCCM. If you have any questions or concerns about how your personal data is used, please consult https://lccm.org.uk/privacy-policy/, and if you have a complaint please email London College of Contemporary Music Data Protection Officer at:dpo@lccm.org.uk

If we are unable to adequately address any concerns you may have about the way in which we use your data, you have the right to lodge a formal complaint with the UK Information Commissioner's Office. Full details may be accessed on the complaints section of the ICO's website

### **Recruitment Privacy Notice**

### 1. What is this notice?

This notice applies to individuals applying to work with us, including prospective directors, employees, trainees, apprentices, work experience students, workers, consultants and contractors. It applies whether the work applied for is part time or full time; or permanent, temporary or for a fixed term. We are a data 'controller', which means we are responsible for deciding how we hold and use your personal information.

This notice explains how and why we will collect and use your personal information in the context of the recruitment process and your rights in relation to your personal information. We may amend this notice at any time.

### 2. Your personal information

In this privacy notice, 'your personal information' means your personal data i.e. information about you from which you can be identified. Sections 5 and 6 below set out your personal information that we may process.

Your 'personal information' does not include data where the identity has been removed (anonymous data).

It is important that your personal information is accurate and up to date. Please inform us if your personal information changes during the recruitment process.

#### 3. Special categories of personal information

'Special categories of personal information' means information about your racial or ethnic origin; political opinions; religious or philosophical beliefs; trade union membership; health; sex life or sexual orientation; criminal convictions, offences or alleged offences; genetic data; or biometric data for the purpose of uniquely identifying you.

Data marked \* in the table at section 5 below, and data described at section 6, falls within these 'special categories' or might disclose special categories of personal information. We must have additional legal grounds for processing special categories of personal information, and these grounds are set out at sections 5 and 6 below.

#### 4. Where does your personal information come from?

Your personal information will come from you or us, and may also come from the following sources:

• Recruitment agencies and apprenticeship providers may provide us with the following personal information: personal contact details, qualifications, schools attended, details of previous employment(s), skills and experience, hobbies and interests, and interview notes.

Credit reference agencies may provide us with the following personal information: personal contact details, date of birth, details of credit accounts and usage and an overall credit score.
 Former employers or other referees, whom you have given us permission to contact, may provide us with the following personal information: role(s) held, dates of employment, details of skills and capabilities and any other information that helps to assess your suitability for the

position applied for.

• London College of Contemporary Music staff may provide us with: personal information about you if they are referring you for recruitment.

• Medical professionals may provide us with the following personal information: information relating to any disability that you may have, the effects of that disability, and adjustments that may need to be made to the recruitment process as a result of that disability.

• Professional bodies such as the, Association of Chartered Certified Accountants, Law Society of England and Wales, and / or the Solicitors Regulation Authority may provide us with the following personal information: qualifications, registrations, practising certificates, accreditation details and membership details.

• Google and social networking accounts (such as LinkedIn): as part of the recruitment process we may source personal information relating to roles you have held, details of skills and capabilities and any other information that helps us to assess your suitability for the position applied for. · Disclosure Scotland: as described at section 6 below.

Some of the sources above will only be relevant in certain circumstances, or if you have applied for a particular role. If you would like more information on the source of your personal information please contact the HR department.

## 5. Processing your personal information

We may process your personal information during and after the recruitment process. This may include collecting your personal information, recording it, storing it, using it, amending it, destroying it and, in some circumstances, disclosing it.

In general, we process your personal information for the reasons, and on the legal grounds set out in the following table, and also to:

- · Retain records relating to the recruitment process;
- · Establish, exercise or defend legal claims;
- · Comply with the law or requirements of any regulator; and
- Protect your vital interests or those of another person (in exceptional circumstances, such as a medical emergency).

	<i>•</i> . • •.			
Personal contact details	(including name	address	email t	elenhone number)
i ci sonai contact actans	(including name	, auarcss,	cinan, t	cicphone number

Reason for processing your personal information	Legal ground(s) for processing, and legitimate interest (where applicable)	Your personal information
Contact you regarding the recruitment process and any offer of work	To enter a contract	Personal contact details (including name, address, email, telephone number)
Make a decision about your recruitment or appointment, including assessing your skills, qualifications and suitability for the work	To enter a contract For our legitimate interests: • to select suitable employees,	<ul> <li>Information provided in your application form, CV, any covering letter or email, and interview notes</li> <li>Information sourced from google and social networking accounts</li> </ul>

Reason for processing your personal information	Legal ground(s) for processing, and legitimate interest (where applicable)	Your personal information
	workers and contractors	(such as LinkedIn) relating to roles you have held, details of skills and capabilities and other information that helps us to assess your suitability for the work.
If you have accepted an offer of work from us that is subject to such checks: • Take up references (from referees whom you have given us permission to contact); • Carry out credit checks; and / or • Confirm your professional memberships, registrations and / or qualifications.	To enter a contract For our legitimate interests: • to select suitable employees, workers and contractors	<ul> <li>References and details of previous employers (including role(s) held, dates of previous employment, details of skills and capabilities and other information that helps to assess your suitability for the position applied for)</li> <li>Results of credit check: personal contact details, date of birth, details of credit accounts and usage and credit score</li> <li>Professional qualifications, registrations, practising certificates, accreditation details, and membership details</li> </ul>
Determine the terms of any potential contract between you and us	To enter a contract To comply with a legal obligation	Offer letter, and proposed contract between you and us

Reason for processing your personal information	Legal ground(s) for processing, and legitimate interest (where applicable)	Your personal information
If you have accepted an offer of work, check you are legally entitled to work in the UK	To enter a contract To comply with a legal obligation	Documentation confirming your right to work in the UK
Consider reasonable adjustments to the recruitment process for disabled applicants	To enter a contract To comply with a legal obligation For our legitimate interests: • To select suitable employees, workers and contractors * <u>For special categories of</u> <u>information</u> : • To exercise or perform employment law rights or obligations	Information about a disability, the effects of that disability, and adjustments that may need to be made to the recruitment process as a result of that disability*
Carry out equal opportunities monitoring.	For our legitimate interests: • To review equality of opportunity or treatment	<ul> <li>The following information you have provided via our equal opportunities monitoring form:</li> <li>Health data, including disability information*</li> <li>Information regarding pregnancy and maternity*</li> </ul>

Reason for processing your personal information	Legal ground(s) for processing, and legitimate interest (where applicable)	Your personal information
	<ul> <li>*For special categories of information:         <ul> <li>To review equality of opportunity or treatment</li> <li>To exercise or perform employment law rights or obligations</li> </ul> </li> </ul>	<ul> <li>Age and date of birth</li> <li>Marriage or civil partnership status*</li> <li>Gender</li> <li>Information on gender reassignment*</li> <li>Data revealing race, religious beliefs or sexual orientation*</li> </ul>

# 6. Information about criminal convictions

To enable us to make recruitment decisions and assess suitability for particular work, we will process information about criminal convictions and offences (including alleged offences) as described in this section 6.

We will process this information to enter a contract with you, to comply with a legal obligation, for our legitimate interests (in selecting suitable employees, workers and contractors), and to exercise or perform employment law rights or obligations.

If you have accepted an offer of work from us that is subject to a criminal record check, we will ask you to obtain a disclosure check (at the appropriate level) from Disclosure Scotland, and provide us with a copy of this.

## 7. Data necessary for the contract

Sections 5 and 6 above identify personal information that we may need to enter a contract with you. You are not obliged to provide this information, but if you don't provide it, we may not be able to proceed with the recruitment process or enter into the contract.

8. Statutory requirement to provide your personal information

In some circumstances, the provision of your personal information relates to a statutory requirement. This includes:

 $\cdot$  Documentation confirming your right to work in the UK – you are not obliged to provide this information, but if you don't provide it, we will not be able to enter into a contract with you.

# 9. Sharing your personal information with third parties

We may share your personal information with the following third parties if this is required by law; necessary to enter a contract with you; where there is another legitimate interest in doing so; or where it is necessary to protect your vital interests or those of another person:

- · Health professionals and occupational health providers involved in your care, in order to
- consider reasonable adjustments to the recruitment process for disabled applicants.
- Relevant regulators such as The Association of Chartered Certified Accountants, the Law Society of England and Wales and the Solicitors Regulation Authority.
- · Our professional advisors.
- $\cdot$  Other third parties as necessary to comply with the law.

# 10. Automated decision-making

We do not envisage taking any decisions about you based solely on automated processing (i.e. without human involvement), which have a legal or similarly significant effect on you.

# 11. Transferring your personal information outside the EU

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

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

Whenever we do this, to ensure that your personal data is treated by those third parties securely and in a way that is consistent with UK data protection law, we require such third parties to agree to put in place safeguards, such as the EU model clauses or equivalent measures.

## 12. Data retention

If you don't start work with us following the recruitment process, we will retain your personal information for six months thereafter:

- $\cdot$  to allow us to establish, exercise or defend legal claims; and
- $\cdot$  for our legitimate interests to enable us to reconsider your application and (if appropriate) contact you, if the position you applied for becomes available again.

If you ask us to retain your personal information so that we can contact you to discuss future work opportunities, we will write to you separately, to obtain your explicit consent to retain your personal information for a fixed period of two years on that basis.

If you start work with us following the recruitment process, we will give you a copy of our Staff Privacy Notice, and will retain your personal information as detailed in the Staff Privacy Notice.

#### Your rights as a data subject

As a data subject, you have the following rights in relation to your personal data processed by us:

• To gain access to your personal data;

• To rectify inaccuracies or where appropriate, given the purposes for which your data is processed, the right to have incomplete data completed;

• To have your personal data erased. This is a limited right which applies, among other circumstances, when the data is no longer required, consent has been withdrawn and/or the processing has no legal justification. There are also exceptions to this right, such as when the processing is required by law or in the public interest;

• To object to the processing of your personal data for marketing purposes. You may also object when the processing is based on the public interest or other legitimate interests, unless we have compelling legitimate grounds to continue with the processing.

• To restrict the processing of your personal data. This is a limited right which will apply in specific circumstances and for a limited period.

• To obtain a copy of your data in a commonly used electronic form if the data is processed by automated means and the processing is based on your consent or contractual necessity.

• To not have decisions with legal or similar effects made solely using automated processing, unless certain exceptions apply.

Where we are relying on your consent to process your data, you may withdraw your consent at any time. Your requests will be considered at the latest within one month

If you require more information or have any queries, please contact our Data Protection Officer at: dpo@lccm.org.uk

If we are unable to adequately address any concerns you may have about the way in which we use your data, you have the right to lodge a formal complaint with the UK Information Commissioner's Office. Full details may be accessed on the complaints section of the ICO's website

### **Former employees Privacy Notice**

London College of Contemporary Music ("we", "our", "us") are committed to protecting and respecting your privacy.

This privacy notice applies to former employees of London College of Contemporary Music .

It is important that you read this privacy notice together with our privacy notice

at: https://lccm.org.uk/privacy-policy/ or any other privacy notice we may provide on specific occasions when we are collecting or processing personal data about you. This is so that you are fully aware of how and why we are using your data.

## Information we collect

London College of Contemporary Music does not collect personal data from former employees after they have left our employment, but it may hold the information that was collected before and during the employment relationship, including:

• Personal contact details such as name, title, addresses, telephone numbers, and personal email addresses.

- Date of birth
- Gender
- Marital status and dependants
- Next of kin and emergency contact information
- National insurance number
- Copy of identification (Passport/driving licence)
- Bank account details, payroll records and tax status information
- Salary, annual leave, pension and benefits information
- Start date
- Location of employment or workplace
- Recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process)
- Employment records (including job titles, work history, working hours, training records and professional memberships)
- Compensation history
- Performance information
- Disciplinary and grievance information
- CCTV footage and other information obtained through electronic means such as swipe card records

- Information about your use of our information and communications systems
- Photographs

### Our lawful basis for processing

The lawful bases for processing personal data will be:

Article 6(1) (b) Contract

Article 6(1) (c) Legal obligation

Article 6(1) (f) Legitimate interest

#### How we process your information

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

Where we need to perform the obligations in a contract we have entered into with you, such as the employment contract, or a settlement agreement. Some of the contractual obligations in these contracts continue after your employment has terminated, such as the duty to observe confidentiality.
 Where we need to comply with a legal obligation.

We may also use your personal information in the following situations, which are likely to be rare:

1. Where we need to protect your vital interests (or someone else's vital interests). Article 6(d).

2. Where it is needed in the public interest. Article 6(1) (e).

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

We may process your data for the following purposes:

• Paying you and deducting tax and National Insurance contributions and other lawful deductions.

• Providing you with any employee related benefits to which you are entitled after the termination of your employment.

• To reimburse you for expenses incurred in the course of your employment.

- Liaising with your pension provider and the trustees/administrators of pension schemes.
- Administering any contract we have entered into with you.
- Business management and planning, including accounting and auditing.

• Gathering evidence for possible grievance or disciplinary hearings.

• Dealing with legal disputes involving you, or other employees, workers and contractors, including accidents at work.

• To prevent and detect fraud.

• To ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution.

• To conduct data analytics studies (such as the staff survey) to review and better understand employee retention and attrition rates.

• Equality and diversity monitoring

• Publicising our activities (e.g., group photos of events, site visits, etc.).

Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal information.

How we process "special categories" of more sensitive personal information

We may also store and use the following "special categories" of more sensitive personal information that we have collected from you:

- Information about your race or ethnicity, religious beliefs, sexual orientation and political opinions.
- Trade union membership.
- Information about your health, including any medical condition, health and sickness records.
- Biometric data.

• Information about criminal convictions and offences.

These "special categories" of particularly sensitive personal information require higher levels of protection. We need to have further justification for storing and using this type of personal information. Our data protection policy contains details of the safeguards which we are required by law to maintain when processing such data.

We may process special categories of personal information in the following circumstances:

1. Where we need to carry out our legal obligations or exercise rights in connection with employment.

2. Where it is needed in the public interest: for example, we will use information about your race or national or ethnic origin, religious, philosophical or moral beliefs, or your sexual life or sexual orientation, to ensure meaningful equality and diversity monitoring and reporting. Where possible, we would seek to anonymise this data.

3. In limited circumstances, with your explicit written consent. However, we do not need your consent to use special categories of your personal information to carry out our legal obligations or exercise

specific rights in the field of employment law. In limited circumstances, we may approach you for your written consent to allow us to process certain particularly sensitive data. If we do so, we will provide you with full details of the information that we would like and the reason we need it, so that you can carefully consider whether you wish to consent.

Less commonly, we may process this type of information where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

# Who is the information shared with

We may share your data with third parties, including third-party service providers, Government departments and agencies.

We require third parties to respect the security of your data and to treat it in accordance with the law. We may transfer your personal information outside the EU. If we do, you can expect a similar degree of protection in respect of your personal information.

London College of Contemporary Music shares your data with:

- Occupational Pension Scheme Trustees and Administrators.
- Occupational Health providers screening
- Trade Unions of which you are a member

#### Retention

London College of Contemporary Music will only retain your personal data for as long as necessary to fulfil the purposes for which it was collected.

London College of Contemporary Music has a records retention schedule that outlines how long we will retain information.

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

In some circumstances we may anonymise your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you. Once you are no longer an employee we will retain and securely destroy your personal information after the following periods

• 12 months from date of leaving for employees; except

• Payroll, tax and NIC records which must be retained required for 6 years. This is a legal requirement. However, these periods only apply to your employment records and not for example to images and materials created and use for marketing and communication purposes (e.g. group photographs taken at away days etc.)

#### **Your rights**

Under certain circumstances, you may have the following rights in relation to your personal data: **Right 1**: A right to access personal data held by us about you.

Right 2: A right to require us to rectify any inaccurate personal data held by us about you.

**Right 3**: A right to require us to erase personal data held by us about you. This right will only apply where, for example, we no longer need to use the personal data to achieve the purpose we collected it for; or where you withdraw your consent if we are using your personal data based on your consent; or where you object to the way we process your data (in line with Right 6 below).

**Right 4**: A right to restrict our processing of personal data held by us about you. This right will only apply where, for example, you dispute the accuracy of the personal data held by us; or where you would have the right to require us to erase the personal data but would prefer that our processing is restricted instead; or where we no longer need to use the personal data to achieve the purpose we collected it for, but we require the data for the purposes of dealing with legal claims.

**Right 5**: A right to receive personal data, which you have provided to us, in a structured, commonly used and machine readable format. You also have the right to require us to transfer this personal data to another organisation.

**Right 6**: A right to object to our processing of personal data held by us about you.

**Right 7**: A right to withdraw your consent, where we are relying on it to use your personal data. **Right 8**: A right to ask us not to use information about you in a way that allows computers to make decisions about you and ask us to stop.

For more information on your rights, if you wish to exercise any right or for any queries you may have or if you wish to make a compliant, please contact our Data Protection Officer at: dpo@lccm.org.uk

#### **Changes to our privacy Policy**

Any changes we make to this privacy notice in the future will be [posted on this page] and, where appropriate, notified to you by e-mail.

#### Who regulates the use of my personal information?

London College of Contemporary Music maintains a data protection registration with the Information Commissioner's Office, the independent authority which oversees compliance with the Data Protection Legislation. London College of Contemporary Music registration number is 11147959 and sets out, in very general terms, the full range of purposes for which we use, staff and all other personal information. Please visit the Information Commissioners Office website for details.

### Who do I contact with questions?

The data controller for the purposes of the General Data Protection Regulation is London College of Contemporary Music. If you have any questions or concerns about how your personal data is used, please consult https://lccm.org.uk/privacy-policy/ and if you have a complaint please email London College of Contemporary Music Data Protection Officer at: dpo@lccm.org.uk

If we are unable to adequately address any concerns you may have about the way in which we use your data, you have the right to lodge a formal complaint with the UK Information Commissioner's Office. Full details may be accessed on the complaints section of the ICO's website