

# STUDENT REGULATIONS 2025/26

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## **INTRODUCTION AND OVERVIEW**

The ASU London Student Regulations are applicable to all students of ASU London enrolled in 2024/25. These regulations form the framework for students' academic and wider student experience.

Student regulations are part of the formal contract between ASU London and its students. This document should be read in conjunction with programme specifications and the Student Terms and Conditions.

Students are encouraged to familiarise themselves with relevant sections when they enrol and consult the Regulations and Policies at appropriate intervals during their studies. Further guidance and support for students can be found on the Student Hub.

If you require adjustments to these regulations or procedures to be able to fully engage with the processes, please contact the Student Experience & Success Team to discuss reasonable adjustments.

Where a specific officer is named within these Regulations, that officer may appoint an alternate to act on their behalf.

### **Approval and review of regulations**

These Regulations are approved and owned by the Academic Board, which is the highest academic authority of ASU London reporting directly to the Board of Trustee Directors.

The Regulations are reviewed annually and we can make reasonable changes to them to ensure the proper delivery of education. We will consult with students where substantive changes are proposed, and any amendments made would be made with a minimal level of disruption.

Changes will come into effect at the start of the academic year, unless we consider the change to be in the interest of students or where this is required by law or other exceptional circumstances. We will minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they take effect.

### **Suspension of regulations**

Regulations can be suspended where there are exceptional or unusual circumstances that could not have been foreseen by the Regulations, or where the application of the Regulations would unfairly and disproportionately disadvantage students. The Academic Board is responsible for approving Suspensions of Regulations.

### **Sources of further information**

Further guidance is available on many of the regulations set out in this document. These are linked within the document and are available on the Student Hub.

## Changes for 2024/25

These Regulations are presented in one document where these used to be presented separately.

The following table lists specific changes made to the contents of the Regulations since the previous version:

Regulation	Change
1.1	Insert programme completion time limits (new 1.1)
4.6	Refer to Sponsored Students Attendance and Engagement Policy
4.10, 4.11	Remove as contained in Sponsored Attendance and Engagement Policy
8.6-8.8	Insert timelines for processing student complaints

## CHAPTER 1 – YOUR STUDENT RECORD

This section outlines changes that can happen to your student status, which includes programme completion time limits, transfers between programmes, interruptions and withdrawals.

### Programme completion time limits

- 1.1 You must complete your programme of study within the maximum time limit which is set out below. These limits include periods of interruption.
- 1.2 The time limit begins from the start date of your first module and will include any attempts at failed or retaken modules. The limit ends when your last assessment has been sat / submitted.

Type of Programme	Credit value	Time limit
<b>BEng (Hons)</b>	360	6 years
<b>MEng (Hons)</b>	480	7 years
<b>MSc</b>	180	3 years

### Transfer between programmes

- 1.3 You are able to transfer between BEng and MEng. You should apply to do this by the end of the second term of your third year of study.
- 1.4 In order to transfer to from BEng to MEng, you must normally have an average mark of 60% for your second and third years.
- 1.5 Transfers may be possible between other programmes at ASU London, you should speak to the Academic Services Team about your options in the first instance.

### Interrupting your programme

- 1.6 You can ordinarily interrupt your programme for up to one academic year at a time.
- 1.7 If you are considering an interruption, you should speak to the Student Experience and Success Team in the first instance, you will be guided through the process.
- 1.8 Interruption of your studies might mean a change to your student privileges, we will confirm this to you at the point of interruption.
- 1.9 We will contact you when your return date is approaching to make arrangements for your return. If at this point, you are not able to return, we will be able to discuss further options with you.

## Forced temporary interruption

- 1.10 We can apply a forced temporary interruption, this will usually be for reasons such as:
- a. Issues with your academic performance, such as failing more than one module
  - b. Lack of attendance and engagement with your programme, please see chapter 4 for further information
  - c. Being unfit to study

## Withdrawing from your programme

- 1.11 You can withdraw from your programme if you feel you will be unable to complete for any reason.
- 1.12 You may be eligible for an exit award if you withdraw early, this will depend on the number of credits you have completed by your withdrawal date. Please see chapter 2 for further information.
- 1.13 If you are considering an interruption, you should speak to the Student Experience & Success Team in the first instance, they will guide you through the process.
- 1.14 If you do decide to withdraw, please note that you will lose certain privileges associated with being a student, such as student loans, your ASU London email address, and student discounts such as Council Tax exemptions.

## CHAPTER 2 – AWARD & PROGRESSION

This section outlines the academic awards available at ASU London, and provides information about how these awards are calculated.

ASU London awards its own degrees using its New Degree Awarding Powers.

### Academic awards

2.1 The following awards are possible to achieve at ASU London. These are aligned with the Higher Education Credit Framework for England.

Award	Credits	Level	Classifications available
Certificate of Higher Education (CertHE)	120	4	n/a
Diploma of Higher Education (DipHE)	240	5	
Bachelors Degree with Honours BSc (Hons)	360	6	First Class (1st) Upper Second Class (2:1) Lower Second Class (2:2) Third Class (3rd)
Integrated Masters (MEng)	480	7	
Postgraduate Certificate (PGCert)	60	7	n/a
Postgraduate Diploma (PGDip)	120	7	n/a
Masters Degree (MSc)	180	7	Distinction, Merit, Pass

### Exit awards

2.2 If you need to exit your programme earlier than intended, and you achieve enough credits, you will be awarded an exit award.

Intended award	Exit awards	Credits needed
CertHE	No exit award, but you will be awarded all the credits achieved.	n/a
DipHE	Certificate of Higher Education (CertHE)	120
BEng/BSc (Hons)	Certificate of Higher Education (CertHE)	120
	Diploma of Higher Education (DipHE)	240
	BEng (without Hons)	300
MEng or MSc	Certificate of Higher Education (CertHE)	120
	Diploma of Higher Education (DipHE)	240
	BEng/ BSc (without Hons)	300
	BEng/ BSc (Hons)	360

## Award calculations

2.3 The awards are calculated using the following weightings for the average marks attained in each year of study:

Year of study	BEng/ BSc	ASU London	MSc
Year 1	0%	0%	100%
Year 2	30%	20%	n/a
Year 3	70%	30%	n/a
Year 4	n/a	50%	n/a

## Classifications

2.4 Classifications are determined as follows:

Degree classification	Level of achievement required
First class Honours (1 <sup>st</sup> )	Final average mark of 70 – 100%
Upper second class Honours (2:1)	Final average mark of 60 – 69.9%
Lower second class Honours (2:2)	Final average mark of 50 – 59.9%
Third class Honours (3rd)	Final average mark of 40 – 49.9%

## Calculations and rounding

2.5 Rounding up of marks for assessments, modules and at progression points is not allowed to prevent undue inflation.

2.6 Any overall mark that is equal to or less than 0.5% below a classification will automatically be uplifted to the next class, if 50% or more of the credits at the highest level required by the programme have marks in the higher banding.

2.7 Borderline marks will be treated consistently, in accordance with the above rule, to ensure fairness and transparency. Performance in components, modules or in previous years will not be considered, the decision is made solely on the final percentage mark and the exit velocity model.

## Assessment Board

2.8 The Assessment Board has delegated authority from the Academic Board to confirm module grades, agree progression to the next academic year, and award degrees. Grades must be confirmed by the Assessment Board before they are considered binding.

2.9 The main responsibilities of the Assessment Board are:

- a. To consider recommendations made by Mitigating Circumstances Panels, Academic Integrity Panels, and any other panels reporting to it.

- b. Agree marks achieved for each assessment component and any compensation available
  - c. Apply relevant Professional Statutory and Regulatory Body (PSRB) requirements
  - d. Consider classifications for final awards
  - e. Consider progression decisions
  - f. Consider and respond to External Examiners' comments and feedback
  - g. Report any matters of risk to the Academic Board
  - h. Note transfers between ASU London programmes
- 2.10 The Assessment Board meets once per term to consider results from that term. Most degrees are awarded at the end of term 3, but the Assessment Board can award degrees at other times if needed. The Assessment Board also meets before the start of the academic year to decide on arrangements for students with summer resits.
- 2.11 The Chair of the Assessment Board can take Chair's Action outside of the Assessment Board meetings if this will alleviate any issues caused by delaying progression.

## Progression requirements

- 2.12 In order to progress to the next level, you usually need to achieve a pass mark in all modules at that level.
- 2.13 If not all modules have been passed, the Assessment Board can allow a repeat at their discretion, further information is available in chapter 3.
- 2.14 If you have achieved fewer than 60 credits, you will usually be required to Interrupt your studies and repeat the academic year, or complete the required credits whilst on an Interruption.

## Conferral of awards

- 2.15 Our awards are defined by a series of benchmarks relating to the level of knowledge and skills required to register for the award, the highest level of study required to achieve the award and the standard time taken to complete the award.
- 2.16 If you fail to pay your tuition fees or any other amounts due to ASU London, we will withhold your award until you clear the debt.
- 2.17 The Assessment Board can make an Aegrotat award if you are too unwell to complete the award or are prevented from completing due to other exceptional circumstances. This will be done in mutual agreement between you and the Assessment Board, which will take into consideration whether your performance demonstrates that you would have been able to complete the award.
- 2.18 We can make awards posthumously even when the award has not been completed. This will be classified based on previous performance.
- 2.19 You will be invited to graduate from your programme at a graduation ceremony, which happen at least once a year. The award can be conferred in your absence if required.

## CHAPTER 3 – ASSESSMENT REGULATIONS

This section outlines how assessment works at ASU London. This includes information about marking, late submissions, word counts, and what happens if you fail an assessment.

### Assessment overview

- 3.1 The purpose of assessment is to provide an opportunity for you to demonstrate that you have fulfilled the learning outcomes of the module or programme, and achieved the standard required for the award for which you are registered.
- 3.2 Assessment will reflect your individual achievement and is related to a standard for your award which is recognised and maintained across higher education providers in the UK.
- 3.3 Programmes have a defined set of deadlines for submissions and resubmissions. You will be made aware of these in advance.
- 3.4 The minimum pass marks are 40% for levels 4, 5 and 6, and 50% for level 7.
- 3.5 Summative assessments are formal assessments which test whether you have met the learning outcomes required. Formative assessments are used for developmental purposes and will not form part of your overall module marks. Some of these must be passed in order to progress.
- 3.6 Assessments are submitted and marked anonymously where possible.
- 3.7 Where a word limit is specified, you should note this at the end of your assessment.

### Modules

- 3.8 A module is a self-contained block of learning. Modules have defined aims, learning outcomes and assessment, as outlined in the Module Handbook, which you will receive at the start of each module.
- 3.9 Modules will be a minimum of 15 credits. The number of credits in a module vary according to the learning hours and assessment requirements. Module size is determined when the programme is approved and will not change other than through an approved review or re-approval process.

### Submitting your work

- 3.10 You should attempt all required assessments for each module, at the times scheduled, unless you have an approved mitigating circumstances claim. Further information on submitting a claim for mitigating circumstances can be found below.
- 3.11 Detailed submission information is available in your Virtual Learning Environment.

## Late penalties

- 3.12 If you submit your work after the deadline, up to seven days late, you will only be able to achieve the minimum pass mark. Any work submitted later than this will not be accepted and will be marked as a non-submission.

## Mitigating Circumstances

- 3.13 If you are affected by an issue that is sudden, unexpected, and significantly disruptive which impair your ability to complete an assessment, or affect your performance, you can submit a claim for Mitigating Circumstances.
- 3.14 There is a non-exhaustive list of issues that would be considered to be Mitigating Circumstances in APPENDIX 1.
- 3.15 Mitigating Circumstances would be expected to have occurred at the time of the assessment or in the period immediately leading up to the assessment. For example, if you were unwell near the start of term, this would not normally be accepted as a valid Mitigating Circumstance.
- 3.16 Mitigating Circumstances should not be used where you are impacted by a long term issue or a disability. In such cases, you should discuss your other options with the Student Experience & Success Team, who can support you to continue with your studies.
- 3.17 Evidence is required for all Mitigating Circumstances claims, APPENDIX 1 outlines acceptable forms of evidence. Your evidence must be legible and provided in English. Evidence not in English must be translated by a certified translator.
- 3.18 You can self-certify once per academic year, for in-person assessments only. This includes presentations, exams, and technical demonstrations. This option is not available for assessments that are submitted electronically.
- 3.19 Mitigating Circumstances are considered by a panel. The panel will make a recommendation as to whether your claim is accepted by considering the claim and evidence against the Mitigating Circumstances criteria.
- 3.20 The panel will make a recommendation to the Assessment Board, withholding the details of the circumstances themselves. The Assessment Board does not alter individual assessment marks, instead it determines any further action required:

Reason for claim	Impact of accepted claim	Impact of rejected claim
Non-completion of coursework	You will be given an opportunity to submit the piece of coursework again at the next available opportunity. Where this is a group piece, you may be required	Your work will be noted as not submitted and may be given a resit opportunity. Your mark for the resubmitted work will be capped at the pass mark.

Reason for claim	Impact of accepted claim	Impact of rejected claim
	to submit an alternative piece of coursework. You will be notified of this change if required.	
Late submission of coursework	Your work will be marked, however your final mark will be subject to late penalties.	Your work will be marked, however your final mark will be subject late penalties.
Non-attendance at exam or presentation	You will be given an opportunity to sit the exam or present again at the next available opportunity.	Your work will be noted as not submitted and may be given a resit opportunity. The mark for the resit exam will be capped at the pass mark.

3.21 The Assessment Board can also consider:

- a. Compensating the failed assessment, if the mark meets the Compensation requirements (subject to PSRB requirements)
- b. Allowing an uncapped or additional reassessment attempt
- c. Recommending that no action is taken if your grades do not appear impacted
- d. Adjusting your degree classification.

3.22 You can appeal a decision of the Assessment Board on Mitigating Circumstances. There is further information on this in the Student Complaints and Appeals Regulations chapter.

### Marking and moderation

3.23 Assessments are moderated to ensure that a mark or grade is fair, valid and reliable, that assessment criteria have been applied consistently, and that any differences in academic judgement between individual markers is acknowledged and addressed. Moderation involves more than one academic member of staff marking either a sample of work, or all work submitted, and then comparing the marks. We use different moderation methods:

<b>Sample Second Marking</b>	The requirement for most assessments. It involves the module moderator checking a minimum of 10% or 5 individual scripts (whichever is higher) of all work submitted for an assessment. The sample should be representative of the profile of classifications used.
<b>Double Marking</b>	Required where anonymous marking is not possible. This is where all assessments in the set are independently marked by two markers with a view to agreeing on a mark.

## Blind Double Marking

Neither marker is aware of the other's assessment decision in formulating their own mark. This is required for dissertations and major project reports.

## External Examiners

3.24 Each programme has at least one External Examiner. The main roles of External Examiners include:

- a. Providing independent verification to help ensure that the academic standards of our awards are appropriately set and maintained, aligned with national qualification frameworks, relevant benchmark statements and PSRB requirements
- b. Providing independent verification that the performance of our students is comparable with that on similar programmes elsewhere in the sector
- c. Help us verify that our assessment process measures student achievement appropriately against the intended learning outcomes of the programme, and that our assessment processes and classification arrangements are rigorous, fair, reliable and transparent
- d. Verifying that we are operating in line with our own assessment regulations and policies
- e. Helping us to ensure that the quality of learning opportunities is maintained and enhanced.

## Feedback on assessment

3.25 You will receive a grade and feedback on your assessment within the timeframe specified within your assessment brief.

3.26 For some assessments, generic feedback may be given to a group if appropriate. Where the assessments are of a factual nature, this may include an outline of the expected answers. For descriptive assessments it may include statements of what an expected answer might include but not necessarily a model answer. A description may also be included of any typical problems encountered in answering the questions or general misunderstandings.

## Passing a module

3.27 To pass a module, you must achieve a weighted average of 40% across all assessments within that module for levels 4-6, and 50% for level 7. All assessments must be passed with at least 30% (levels 4-6) or 40% (level 7).

3.28 Where assessments are graded pass/fail, no grade will be given. The pass/fail component will not be included in the average grade, but a pass must be achieved to pass the module.

## Failure to submit your assessment

- 3.29 If you fail to submit an assessment, you will usually be granted an in-term reassessment, which must be completed before the next term starts. The initial non-submission will be recorded as a fail, and the in-term reassessment will count as a second attempt, capping your assessment grade at 40% for levels 4-6, 50% at level 7, unless there are approved mitigating circumstances.
- 3.30 If you miss the initial sitting of an exam, you will have one opportunity for reassessment within the same academic year, during the resit period.
- 3.31 Following an in-term reassessment, the highest mark achieved will be used in subsequent calculations, but the assessment mark will be capped at the minimum pass mark unless mitigating circumstances are approved.

## Failing your assessment

- 3.32 If you fail your assessment at the first attempt, that is fail to achieve 40% for levels 4- 6, 50% at level 7, you will be given one further opportunity to submit/resit. The grade for the second attempt at the assessment will be capped at 40% for levels 4-6, 50% at level 7.
- 3.33 We will use the highest mark achieved from the initial submission and resit in any weighted calculation.
- 3.34 The module leader will determine an appropriate reassessment task and you will be informed of this in good time. Where possible, you will be required to improve and resubmit your original assessment, but if that is not feasible, like in a group project, you will be assigned an individual assessment.
- 3.35 In some cases, variations to these regulations may be offered, but this is at the discretion of the Assessment Board.

## Compensation

- 3.36 For some modules, a marginal failure might be compensated. This can only happen if you achieve 10% under the minimum pass mark (i.e. 30% for undergraduate and 40% for postgraduate) for the module.
- 3.37 Compensation can only be applied where you have demonstrated that the learning outcomes of the modules have been achieved in other assessments within the programme.
- 3.38 A maximum of 30 credits in a Bachelors or integrated Masters degree programme can be compensated, and a maximum of 20 credits in a Masters degree other than the integrated Masters degree.
- 3.39 Compensation will only be applied once a resit attempt has been completed.
- 3.40 Marks will not be altered, and the original mark will be used for classification calculations.

## Repeating a module

3.41 Failed modules can sometimes be repeated during the next academic year, in addition to credits you are taking in that next year. If this option is taken, passed assessments can sometimes be carried over. This can be done in different ways:

- a. Attend classes and submit assessments for the failed module during the next academic year.
- b. Submit assessments for the failed module without the need to attend classes.
- c. Complete alternative assessments for the failed module.

3.42 The Assessment Board may agree that you can have a non-standard pathway, that is to continue to the next year of study and undertake modules in a different order to enable you to pass these, subject to module prerequisites.

3.43 Repeated module assessments will be capped at the minimum pass mark.

3.44 Passed modules cannot be repeated, unless, you had approved Mitigating Circumstances and were:

Permitted to repeat the year in full. In this case, all module grades will be expunged and modules will be taken as first attempts

- a. Permitted to retake an assessment as a result of an appeal. In this case, you will be awarded the higher of the original and resit mark.

## CHAPTER 4 – ATTENDANCE & ENGAGEMENT REGULATIONS

This section outlines the requirements for attending sessions at ASU London and for effectively engaging with your studies. It also contains additional information for Student visa holders.

### Attendance requirements

- 4.1 You are required to attend at least 80% of your timetabled sessions at ASU London.
- 4.2 If there are extenuating circumstances which mean you cannot attend, you should log your absence as soon as possible.

### Attendance monitoring

- 4.3 We will monitor your attendance on a weekly basis, and will take action if your attendance falls below the required level, using the following stages:
  - a. **Stage 1:** If you fail to meet the expected attendance and engagement targets for one week, you will be contacted by the Registry to discuss this and to organise any additional support to help you in your studies. At this stage, we will also issue a first warning.
  - b. **Stage 2:** If you fail to respond to the Registry contact and/or do not show significant signs of improvement at the next monitoring point, you will be required to attend an Attendance and Engagement Review meeting with a member of the Registry Team to discuss how the situation can be improved. At this stage we will issue a second warning. As part of this meeting, an action plan will be developed by to support you in your attendance and engagement.
  - c. **Stage 3:** If you fail to respond to attend the Attendance and Engagement Review meeting and/or do not show significant signs of improvement at the next monitoring point, your case will be forwarded to your Year Lead for consideration. Via a meeting with your Year Lead and a member of the Registry Team, it will be decided whether it is reasonable for you to continue your studies given the circumstances.
- 4.4 If non-attendance or engagement is significant or has been a recurring issue, we may proceed to escalate your case straight to stage 3 to consider further action. This might include temporary interrupting your studies, withdrawal from your programme and for Student visa holders, a curtailment of our sponsorship of your visa.

### Student visa holders

- 4.5 ASU London is licensed by UK Visas and Immigration (UKVI) to sponsor international students requiring Student visas to study in the UK. We have to adhere to certain duties in line with our sponsorship. This includes monitoring your attendance.
- 4.6 We have a Sponsored Students Attendance and Engagement [Policy](#) which all sponsored students must adhere to. Failing to meet the required level of attendance will result in curtailment of your visa and studies with us.

- 4.7 We will also be required to curtail your visa in the following circumstances:
- a. You do not enrol within the enrolment period.
  - b. You stop engaging in your studies e.g. besides attendance, you stop submitting assessments or attending Personal Tutor sessions
  - c. You have interrupted, or withdrawn from your programme
  - d. You have been withdrawn from your programme as you have not met the requirements to progress, as outlined in the Assessment Regulations
  - e. Your studies have been terminated following a breach of ASU London's regulations.
- 4.8 We report curtailed visas to UKVI within 10 days of being notified. You will then have 60 days in which to leave the UK. If the appeals process is followed, the 10-day period starts once all stages of the appeals process have been completed.
- 4.9 Failure to leave within the permitted period is likely to result in you being considered an 'overstayer' by UKVI which is likely to result in future visa applications being rejected for at least a period of 12 months.

## **Fitness to Study**

- 4.10 If there are issues of concern about your health, wellbeing and/or behaviour, we will invoke our Fitness to Study process. The process is intended to be supportive and to ensure that you can engage fully with your studies.
- 4.11 We believe you are fit to study when you can engage with your studies at ASU London and maintain appropriate standards of behaviour as outlined within the Student Charter. You are fit to study when there are no concerns about your health and wellbeing affecting your ability to engage with your academic life.
- 4.12 As part of the process, you will be invited to meet with staff to discuss your fitness to study, they will work with you to ascertain the best course of action in the circumstances to ensure you can engage with your studies.
- 4.13 Possible outcomes of the Fitness to Study process can include additional support being put in place for you, an interruption of studies, or we might agree with you that you should withdraw.
- 4.14 Our full fitness to study process is outlined in the Student Hub.
- 4.15 You can appeal the outcome of a Fitness to Study process, you should follow the process outlined in chapter 8.

## CHAPTER 5 – STUDENT SUPPORT

This chapter outlines the student support you will be provided with during your time at ASU London. It mentions specific support available to students with disabilities or other additional needs.

### Student representation and engagement

- 5.1 ASU London works in partnership with students to ensure that you have the best possible learning opportunities and student experience. We are committed to engaging with you using a range of mechanisms, formal and informal.
- 5.2 We have a student charter, which is developed in partnership with students. It sets out expectations of you and of us. It is available via the Student Hub.
- 5.3 We run internal surveys at module and programme level to help us to gain insights into your views on various aspects of our offer. These surveys are analysed by staff, and action plans are jointly created between staff and students to address your feedback.
- 5.4 Final year undergraduate students take part in the National Student Survey (NSS) a nationwide survey. The results are considered through the Student Voice Forum and the Academic Board and actions are jointly planned between staff and students to address feedback points.
- 5.5 There is student representation on programmes and within our committee structure. Elections for these positions are held near the start of each academic year. We provide training and ongoing support for student representatives.
- 5.6 We will consult with the student body, usually via the student representatives if we are seeking to make changes to our modules or programmes, or the way these are taught.

### Students union

- 5.7 ASU London students are associate members of the King's College London Students' Union (KCLSU). KCLSU is a voluntary organisation run by students, for students. As an associate member of KCLSU, you:
  - Have access to all KCLSU spaces and study rooms across campuses
  - Can order a TOTUM student discount card through KCLSU and unlock 42,000 UK and international discounts
  - Have access to all KCLSU events, bars, shops and restaurants
  - Can purchase a student-rate gym and membership and access King's gyms in Waterloo, Strand and London Bridge
  - Can join any of the 300+ student societies and sports clubs – can meet and engage with a wide range of students
  - Can access support and guidance services.

## Student disability support

- 5.8 We welcome students with disabilities, and we are keen to ensure that you can succeed in your studies. We assess all requests for disability support on their own merits and will do all we can to ensure you have the support you need.
- 5.9 We adhere to the Equality Act's definition of disability, which is a 'physical or mental impairment that has a substantial and long-term adverse effect on a person's ability to carry out normal day-to-day activities' (Equality Act 2010).
- 5.10 Students should declare a disability to us. This can be at the point of application, enrolment, or at any point during their time at ASU London if a disability is diagnosed. This will enable us to work with you to ensure that you benefit from reasonable adjustments.
- 5.11 We will only declare information about your reasonable adjustments to relevant people, that is those that are involved in ensuring that the adjustments are applied.
- 5.12 Students that have declared a disability will be provided with a Learning Support Plan which will detail any reasonable adjustments that they may benefit from. There is further information about this available on the Student Hub.

## Emergency contact

- 5.13 When you register with us, you will be asked to provide details of an emergency contact. We will only liaise with your emergency contact in defined circumstances where we are concerned about your welfare.
- 5.14 Some examples of when we might contact your emergency contact are:
- You have been admitted to hospital in an emergency
  - You have suffered a serious physical injury, including self-harm
  - You fail to engage with your studies, and we have been unable to contact you, in line with the Attendance and Engagement Policy
  - You have an ongoing illness, and appear to be deteriorating
  - You are experiencing a mental health crisis.
- 5.15 We have a process to agree on the appropriate times to contact your emergency contact. The Registrar will need to consent to the emergency contact being contacted.

## CHAPTER 6 – STUDENT CONDUCT

### Academic Integrity

- 6.1 Work submitted must follow the expectations of academic integrity. This means that you are expected to follow conventions of academic practice, such as established referencing and citation protocols.
- 6.2 Failure to adhere to these conventions can result in poor academic practice or, if there is a clear intention to deceive examiners and assessors, to unfair and/or dishonest academic practice.
- 6.3 To ensure academic integrity, you should:
- a. Produce your own work, explicitly acknowledging any material that has been included from other sources or legitimate collaboration, and present your own findings, conclusions or data based on appropriate and ethical practice
  - b. Use the opportunities provided to learn how to avoid poor academic practice
  - c. Ensure that you declare any disabilities or other factors that might impair your performance, or any Mitigating Circumstances, to enable us to provide you with suitable support with your assessments.
- 6.4 Failure to uphold academic integrity can result in academic dishonesty, types of which are outlined below:
- a. **Poor academic practice:** when you attempt to adopt academically acceptable practices but fail to do so accurately or fully. Examples include forgetting to insert quotation marks, minor mistakes in referencing or citation, gaps in the bibliography or reference list, non-compliance with some aspects of presentation guidelines.
  - b. **Collusion:** two or more students consciously collaborate in the preparation and production of work which is ultimately submitted by more than student in an identical or substantially similar form and/or is represented by each student to be their own work.
  - c. **Copying:** consciously presenting work copied directly from a fellow student or other person without their knowledge. It differs from collusion in that the originator of the copied work is not aware of or party to the copying. Copying of work from published sources is dealt with as plagiarism.
  - d. **Commissioned or procured work:** commissioning work from another person/ service and presenting this as your own work. This includes the use of essay mills.
  - e. **False authorship:** purchasing or commissioning work from another person/ service and presenting this as your own work. This includes the use of essay mills and the misuse of Artificial Intelligence.

- f. **Dishonest use of data:** this can be embellishment or falsification, or fabrication of data.
  - g. **Plagiarism:** passing off someone else's work, this can be published work or the work of students from other universities.
- 6.5 You can appeal the outcome of an Academic Integrity investigation by following the Academic Appeals process.

## Bullying and harassment

- 6.6 Our culture is based upon mutual respect, trust, and empowerment. We all have a responsibility to create and nurture an environment for work and study which is free from harassment, bullying, discrimination – unlawful or otherwise, and to protect staff and students from victimisation.
- 6.7 Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority but can include both personal strength and the power to coerce through fear or intimidation.
- 6.8 Harassment is any unwanted physical, verbal, or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.
- 6.9 If you think you are being bullied or harassed, you are encouraged to raise this with the Student Hub in the first instance. Colleagues here will be able to guide you through the next steps, these might include convening a facilitated conversation between you and the alleged perpetrator. We can also take action via the Student Discipline process.

## Student Discipline

- 6.10 We expect that all members of the ASU London community uphold our values and do not undertake misconduct. We define misconduct as an unjustified or illegal action which, whether intentionally or not, cause, or may cause, injury, harm, or damage to members of our community or the public, our visitors or property, activities, or reputation. This includes actions which obstruct or prevent our ability to function properly or hamper any of our community from pursuing study or work.
- 6.11 If you commit misconduct, or are alleged to do so, we will invoke the student disciplinary procedures. Some examples of situations where this might be necessary are noted in appendix 2.
- 6.12 In some serious cases, we may decide to suspend you whilst an investigation is taking place. This is a precautionary measure.
- 6.13 If the matter is being investigated as a criminal matter, we will suspend our investigation, until that investigation is concluded.

6.14 You can appeal the outcome of a Student Discipline investigation by following the Academic Appeals process. If you remain dissatisfied, you can apply for a review by the Office of the Independent Adjudicator for Higher Education.

## CHAPTER 7 – SAFEGUARDING AND PREVENT

This section is about our approach to safeguarding of children under 18 and vulnerable adults against abuse. This section also discusses our approach to Prevent, which is a duty to stop people from becoming terrorists or supporting terrorism.

### Safeguarding

- 7.1 We have a robust approach to safeguarding and we aim to create and maintain a safe and positive environment for children under 18 and vulnerable adults, where they can access ASU London without fear of abuse.
- 7.2 The Registrar is the designated safeguarding lead (DSL), and oversees the process for reporting safeguarding concerns. This process is available in our Safeguarding Policy.

### Additional requirements for students under 18

- 7.3 If you are under 18 at the time of registration at ASU London, there are additional requirements you will need to meet. Your parents or guardian will need to agree that you can start your studies.
- 7.4 International students under 18s will need to nominate a UK-based guardian, this can be a relative or a friend living in the UK. If this is not possible, we can help you by nominating a guardian from an accredited guardianship service.

### Prevent

- 7.5 As part of the Government's strategy to reduce terrorism in the UK, the Counter Terrorism and Security Act 2015 introduced a range of measures with the aim of countering the threat of radicalisation and the risk of people being drawn into terrorism.
- 7.6 As a public body, ASU London is subject to the statutory Prevent Duty. This means that we are required by law to demonstrate that we have arrangements in place and pay due regard to the need to safeguard people in our community from being drawn into terrorism.

## CHAPTER 8 - STUDENT COMPLAINTS & APPEALS REGULATIONS

We hope that you will have a positive experience at ASU London but we do appreciate that there may be some instances where you might want to make a complaint or appeal and outcome of a process. This section outlines how you should do this. Our processes are aligned to the Office of the Independent Adjudicator for Higher Education (OIA), to which we subscribe.

### Appeals

- 8.1 An Appeal allows you to request a review of a decision relating to your progress, this includes decisions made by Assessment Boards about your progression, the outcome of an Academic Integrity or Disciplinary process or decisions to temporarily interrupt or withdraw you due to poor engagement or concerns about your fitness to study.
- 8.2 Appeals may only be submitted on certain grounds:
- a. Administrative error in the process you are appealing against, which was relevant and significant
  - b. You had previously undisclosed Mitigating Circumstances at the time of the assessment, which:
    - o Meet the definition of Mitigating Circumstances as set out in the Mitigating Circumstances Guidance, and
    - o Were unknown at the time the decision you are appealing against was made, and
    - o Were not disclosed via the Mitigating Circumstances Process for a valid reason outside of your control
- 8.3 The following are not considered as valid grounds for appeal:
- Academic judgment (the decision made by academic staff on the quality of your work or the criteria being used to mark the work)
  - Disagreement with the conclusions reached in the mitigating circumstances or academic integrity processes, unless there is evidence of administrative error or new information
  - Frivolous or vexatious appeals.
- 8.4 If you are dissatisfied with the outcome of your Appeal, you can request a review.
- 8.5 If you remain dissatisfied once the internal Appeal procedures have been completed, you can apply to the Office of the Independent Adjudicator for Higher Education (OIA).

### Complaints

- 8.6 In most cases, we expect and aim to resolve problems at an early opportunity and in the simplest way. You are encouraged to approach the Student Hub to discuss your issues. The informal resolution stage should normally be concluded within 10 working days. Where this is not possible, the timescale for submitting a formal complaint will be adjusted to ensure that you are not disadvantaged.

- 8.7 If an informal resolution does not in your view, resolve the issue, you may submit a formal complaint. Your formal complaint should be submitted within 20 working days of the issue arising. Where there has been a delay by you in becoming aware of the issue, or where the informal resolution process has taken additional time through no fault of your own, we may accept a complaint submitted outside of the 20- working day timeframe. You should explain the reasons for any delay when submitting your complaint.
- 8.8 We aim to complete consideration of a formal complaint and any associated review within 90 calendar days. However, occasionally there may be delays in responding to a complaint, particularly in more complex cases. In these circumstances you will be informed of any delay and the reason for it.
- 8.9 You can approach KCLSU for support with your formal complaint.
- 8.10 We will not consider anonymous complaints, or complaints that we consider to be vexatious or malicious.
- 8.11 You can submit group complaints, in these cases, one student should be nominated to be the contact point for the group.
- 8.12 If you are dissatisfied with the outcome of your complaint, you can submit a review, within 10 working days of the initial outcome, if:
- a. There is new evidence that could not have been, or for good reason was not, made available at the time of the investigation of the formal complaint
  - b. Evidence can be produced of significant procedural error on the part of ASU London in investigating the complaint.
- 8.13 If you remain dissatisfied once the internal complaints procedures have been completed, you can apply to the Office of the Independent Adjudicator for Higher Education (OIA).

## **Compensation and refund**

- 8.14 Compensations and refunds are a last resort and we are committed to ensuring that you can complete your studies successfully, but in some cases, following the completion of a student complaint, you may wish to submit a request for a refund or compensation.
- 8.15 You can apply for a full or partial refund of tuition fees and/or a full or partial refund of wider expenses incurred whilst studying with us.
- 8.16 A refund means the repayment of sums paid by you to us or an appropriate reduction in the amount of money owed by you in the future. This may include tuition fees, or other programme costs.
- 8.17 Compensation means some other recognisable loss suffered by you. This can fall into two categories:

- a. Compensating you for wasted out-of-pocket expenses you have incurred, which were paid to someone other than us (such as travel costs or accommodation costs); or
  - b. An amount to recompense for material disadvantage to you arising from a failure by us to discharge our duties appropriately.
- 8.18 Compensation may take the form of a remedy without a financial payment such as an apology or a goodwill gesture but could also take the form of a discount, a financial payment, or some other form of benefit.
- 8.19 In considering whether to offer a refund or compensation, we will consider:
- a. Whether we had failed to deliver any specific undertakings that had been given to you for the way in which the programme of study was delivered;
  - b. Whether there had been a failure by us to deliver against material information agreed with you at the point of acceptance of the offer;
  - c. Whether a period of prolonged disruption, without sufficient remedial action, has jeopardised our ability to offer guided learning in a manner that ensures you have a fair and reasonable opportunity to develop appropriate levels of understanding required for the programme of study;
  - d. Whether there has there been a demonstrable loss to you, and in particular if you have been able to achieve the learning outcomes for their programme of study;
  - e. Whether we followed our own processes in delivering the programme of study (such as quality assurance and communications to students);
  - f. Whether you have been affected in relation to your final degree award, accreditation award or ability to take up a job offer;
  - g. Whether you have met your own responsibility to minimise losses;
  - h. The impact upon you of any reasonable adjustments that were implemented to mitigate against any loss, and consideration of whether you were still disadvantaged after the alternative arrangements had been implemented; and
  - i. Whether if a complaint is made due to disruption to your learning experience which is beyond your control, we communicated with you clearly and consistently throughout the process, making you aware of any changes and how they might affect them
- 8.20 If you wish to claim compensation or a refund, you should speak to the Student Hub in the first instance. They will guide you on the process for this.
- 8.21 If you are dissatisfied with the way we have handled your claim, you can contact the Office for the Independent Adjudicator for Higher Education (OIA).

## APPENDIX 1: MITIGATING CIRCUMSTANCES

### Normally acceptable

Normally acceptable	Suggested evidence	Notes
Serious short-term illness or injury and/or symptoms of an infectious disease that could be harmful if passed on to others	Certification of illness or serious accident of the student. It is recognised that it can be difficult to get timely verification from hospitals, but you should submit your claim, pending receipt of evidence.	Evidence to show that reason occurs at the time of an assessment. Certification must be current, and not produced retrospectively.  <b>*Students are allowed to self- certify once per academic year, applicable only for practical assessments such as presentations, demonstrations, and written exams.*</b>
Worsening of an ongoing illness or disability, including mental health conditions, whether short or long-term	Learning Support Plan (LSP) detailing significant fluctuations are expected as part of the ongoing condition/illness. Medical certification or independent verification.	Where relevant statements are included in the LSP, the Student Experience Team should be consulted as appropriate.
Death or significant illness of a close family member or friend	Death certificate, Order of Service or evidence from a religious leader supporting the student.	Can refer to parents (and guardians), children and siblings, a spouse/partner and it may include friends, in-laws, grandparents, and grandchildren.
Unexpected caring responsibilities for a family member or dependant	Relevant medical certification or evidence from social services.	Illness or other event that precipitates more care required by the student just before or on the deadline/exam.
Significant personal or family crisis or an emergency or crisis that prevents you from attending an exam or accessing an online assessment	Independent verification such as supporting third- party evidence.	Fire, burglary, requirement to appear in Court etc. relevant to the date of the assessment event or the period leading up to it.  Travel problems are not normally accepted as

Normally acceptable	Suggested evidence	Notes
		students are expected to plan ahead.
Exceptional financial problems	Bank Statement or letter from a member of ASU London staff confided in.	Evidence needs to be time- stamped. For example, evidence must show direct impact on student's ability to attend classes before the assessment deadline.
Accommodation crisis such as eviction, fleeing domestic violence, or your home becoming uninhabitable	Letter from landlord, housing association, medical letter, or police report.	Evidence needs to be time stamped.
Witnessing or experiencing a crime or traumatic incident or being a victim of a crime that has had a substantial impact on you	Police statement or evidence from GP, medical practitioner, or counsellor.	Evidence needs to be time stamped.
A newly diagnosed disability or long-term health condition where reasonable adjustments could not be put in place in time.	Corroboration from a member of the Student Experience Team.	In the case there is a delay to assessment and/or diagnosis of a disability due to no fault of the student.
Safeguarding Concerns	Letter of Confidence from ASU London Staff.	Education Team will speak with the ASU London staff member to validate the document.
Court Attendance	Invitation to Attend Court Proceedings or Serve on Jury Duty.	Evidence needs to be time stamped.
Severe ASU London IT problems	Notification by the ASU London IT team of the issue.	IT problems will only be considered as mitigating circumstances where these are severe and impact on the whole of ASU London.

## Not normally acceptable

The following is a non-exhaustive list of circumstances unlikely to be regarded as falling within the relevant definition and is unlikely to be accepted as extenuating circumstances.

NOT normally acceptable	Examples
Minor illness such as common cold unless symptoms are especially severe.	Claims will not be accepted without appropriate evidence. Students are allowed to self-certify once per academic year, applicable only for practical assessments such as presentations, demonstrations, and written exams.
Minor computer problems including failure to save documents appropriately and lack of access to online services.	Computer issues, loss of work due to lack of backup on computer or cloud services, insufficient time allocated for uploading work before the deadline, and delayed distribution of learning materials, etc.
Circumstances which do not relate to the assessment period in question	Evidence provided does not directly show a correlation with the assessment timeline and suggested impact.
Poor time management	e.g., pressure of work, conflicting assessment deadlines, unavailability of resources etc.
Expected life events	Holidays, house moves, sports activities or domestic events that were planned or could have been expected.
Group work tasks – Lack of participation by group members in assessments, personal disagreements among team members, unequal distribution of workloads etc.	This will be addressed by the Module Leader during the module and/or via the marking process.
Examination conditions	<p>Misreading the examination timetable or submitting the wrong assignment in error or assessments or examinations scheduled close together.</p> <p>Disruption in the examination room: poor lighting, ventilation or heating, excessive noise, illness or behaviour of other students, noise from invigilators. Normally such conditions will have been reported by the invigilators.</p>

## **APPENDIX 2: TYPES OF MISCONDUCT THAT MIGHT BE DEALT WITH UNDER THE STUDENT DISCIPLINE REGULATION**

- a. Breach of any ASU London regulation or policy (including this regulation or failure to comply with its procedures or any sanctions imposed) or failure to observe provisions of any code or policy
- b. Any action likely to cause injury to anyone on ASU London premises
- c. Violence or threats of violence towards any member of the ASU London community
- d. Sexual misconduct, including any sexual contact that takes place without consent
- e. Bullying, harassment or other inappropriate behaviour towards staff or students including via e-mail, telephone and writing or through use of social networks or similar sites
- f. Inappropriate posting or distributing of advertising or other unsolicited materials or notices on ASU London premises, web domains, or mailing lists
- g. Fraud, deception or dishonesty towards ASU London, its members or visitors, including repeated or serious cases of academic misconduct
- h. Theft or misuse of property or participation in wilful or negligent damage to such property or that of others on the premises and/or failure to make good such damage, or misuse of premises
- i. Failure to comply with Health and Safety rules
- j. Possession, storage, sale, use or misuse of any controlled drug
- k. Possession and/or use of a rifle or gun, including airgun, and/or offensive or dangerous weapon on the premises
- l. Disorderly, riotous, violent, indecent, intimidating behaviour or language, whether or not there is any criminal charge or conviction for this
- m. Hate speech, i.e. Abuse or threats intended to harass, alarm or distress a person because of hatred of a person's race or ethnicity, religion or belief, sexual orientation, gender identity or disability
- n. Conduct likely to bring ASU London into disrepute (including repeated antisocial activities, noise and general nuisance, or making libellous statements or unfounded allegations against ASU London on social networks or other sites) on the premises or in public places or within the local community or at other institutions, such as when abroad pursuant to a course requirement or on work placement - including impeding the work of a placement provider or in any circumstances where a student is representing ASU London
- o. Acts that interfere with ASU London's ability to fulfil its statutory duties
- p. Failure to disclose a relevant criminal conviction (defined as criminal offences involving any kind of violence, offences concerning the intention to harm or resulting in actual bodily harm, human trafficking, modern slavery, the unlawful supply of controlled drugs or substances, where the conviction concerns commercial drug dealing or trafficking, offences involving firearms, arson or those listed in the Sex Offences Act 2003 or the Terrorism Act 2006). No disclosure is usually required of motoring offences attracting fines/maximum 3 penalty points or 'spent' convictions under the Rehabilitation of Offenders Act 1974