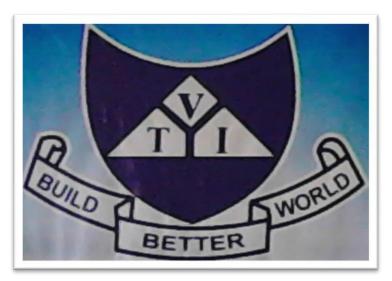
# **VOCATIONAL TRAINING INSTITUTE LTD [VTI]**

# A City & Guilds Gold Medal Award Institute



Approved/Recognized/Accredited by :

Mauritius Qualification Authority [MQA]; Mauritius inst of Training and Development [MITD]

# **STUDENT Facilitator HAND BOOK 2022-2023**







Address: 99, John Kennedy Avenue, (near Police Station) Vacoas; Mauritius

Tel: 696-6051 Fax: 696-20 62 E-mail: vti@intnet.mu Web: www.vtimauritius.com

# 1. [a] Introduction

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# 1. Introduction

The Vocational Training Institute Itd-vti Student Handbook is a collection of student conduct standards, policies, and procedures that define community expectations for students at Vacoas, Mauritius. It also serves as an important resource for students, highlighting a wide variety of topics related to life on the vti campus.

It is the responsibility of each student to become familiar with the Student Handbook. Students must also become familiar with other official publications including, but not limited to, the College, Emergency Procedure Guide, Contract, and other important documents pertaining to student rights and responsibilities.

. The vti Committee works in conjunction with oother members to ensure an effective implementation of college policies and procedures.

The policies and statements included in the Student Handbook are not a contract and the college reserves the right to deviate from the policies and statements as deemed necessary from time to time.

Questions regarding the Student Handbook and related policies and procedures should be directed to vti management-vacoas ,Mauritius – or vti@intnet.mu

## Brief

	1				
INTAKE	<ul> <li>a) <u>FULL-TIME</u>: Twice per year (2<sup>nd</sup> week of January ,feb &amp; 2<sup>nd</sup> week of June ]- Classes are held five (5) days weekly from 08:30 to 14:30 except on holidays- Remedial/detention classes (14:30 to 15:30)</li> <li>b) <u>PART-TIME</u>: Twice per year (2<sup>nd</sup> week of January and 2<sup>nd</sup> week of June) Classes are held on Saturdays from 08:30 to 5.00 pm[tutorials] and / with option three evenings per week from 3.30 to 5.30 pm [projects etc ]</li> </ul>				
	<ul> <li>a) VOCATIONAL TRAINING INSTITUTE (VTI) – Founded since 1975, the VTI is recognized both nation Mauritius Qualification Authority (MQA) and Internationally by City and Guilds (C&amp;G-UK), Insti Commercial Management (ICM_UK), , Confederation of Tourism and Hospitality[CTH] UK ;/ Association of Business Executives etc</li> </ul>				
ABBREVIATION	b) CITY & GUILDS (C&G-UK) – Recognized from Government Employers, Professional Bodies – PSC, Log Government, Nationally & Internationally. City & Guilds Qualifications is a valuable passport for overse employment such as in Australia, USA, etc Also, <u>70 UK Universities</u> recognized C&G awards for entri- and exemption purposes. It is offered in more than 100 countries (ask for more details).				
& RECOGNITION	C) CONFEDERATION OF TOURISM & HOSPITALITY (CTH-UK) – Founded since 1982 to provide recogniz standard of management training for Hotels & Travel Industries via its Syllabi, Examination & Awar internationally.				
	d) ATHE is a global awarding organisation regulated by Ofqual and other UK and international regulatorsworking with more than 200 recognised centres in over 35 countries to complement our strong brand presence in the UK				
	e) MQA-Mauritius Qualification Authority				
	f) MITD-Mauritius Institute of Training and Development				
FREE TRANSPORT	Free transport - NTA student bus pass- are available for Full-Time students of concerned courses				
Other facilities	Free remedial classes,/ health screening Computer Facilities, Library Photocopies, Industrial Visits, Job placement as and when requested by Companies, internship, Possibility for continuation of Higher Studies abroad, ', Free Wi-Fi Connection, mock exam ,Pastoral care Job fair; etc				

## VTI Hr Of Business

- Office Mondays to Saturdays -8.30 -3.30 pm Except On Fridays -8.30-13.30
- Public- Mondays- Saturdays 9.00-2.00 PM- Except On Fridays -8.30-13.30

#### **Class Hrs**

Full Time-Mondays to Fridays 8.45-2.30 PM- Except On Fridays -8.30-13.30

Part Time Saturdays- 9.00 to 17.00 hrs

Remedial- Mondays to Thursdays 2,30-3-30 PM

# [b] VTI Vision and Mission Statements

Vocational Training institute Itd : focusing on innovative education, training, and career development for tomorrow's workforce.

### **Mission Statement**

Vocational Training institute ltd provides quality education and training that enable a diverse student population to achieve its educational goals. Programs are enhanced by developing and maintaining partnerships with business, industry, and the community. Faculty are dedicated to teaching, advising, and scholarship. Both faculty and staff work to serve the Institute and the community.

### Goals

The Institute recognizes its obligation to make available to the community all the opportunities implicit in its function as a part of Authority . In an effort to achieve this goal, the specific objectives of the college are as follows:

#### I. Quality

IA. To provide professionally competent faculty and staff.

IB. To demonstrate excellent and effective teaching and training.

IC. To provide student-oriented faculty and staff.

ID. To provide competent work force.

IE. To create an environment conducive to technical and vocational excellences and growth for all students.

IF. To provide and maintain safe, healthy physical facilities.

IG. To provide an active student development program to foster student participation in Institute actions.

IH. To develop programs to attract regional, state, and national recognition.

II. To provide guidance services to assist each student in making an appropriate vocational choice.

IJ. To provide education and training which allow students to advance rapidly in their chosen fields.

IK. To instill in students the desires to learn, which will guide their growth in their professions.

IL. To provide in-service training to persons currently employed .

## II. Adaptability

IIA. To respond to community needs by designing curriculum and instructional methodologies and to provide the technological equipment relevant to changing society.

IIB. To ensure continued professional competence of faculty and staff in teaching, creative endeavors, and service.

IIIA. To provide open access for those who wish to attend.

IIIB. To recruit students for career and technical programs.

IIIC. To provide services for the community.

# IV. Diversity

IVA. To promote a belief in the dignity, equality, and value of every person.

IVB. To recruit and maintain a diverse student population.

IVC. To decrease gender-bias stereotyping within traditional career and technical programs.

# [c] Core Values

# Community

We cultivate partnerships that develop solutions to community challenges which are important to economic vitality and quality of life.

# Excellence

We strive for excellence in instruction and service by upholding high academic and professional standards, providing a quality educational environment, and continuously seeking improvement in all aspects of our work.

# Innovation

We pursue excellence in teaching and learning through encouragement and support of creativity, experimentation, imagination, originality, entrepreneurial spirit and visionary leadership.

# Integrity

We strive to demonstrate high standards of ethical conduct and to celebrate honesty, openness, and trust as keys to our relationships.

## Respect

We recognize and value the uniqueness, diversity, and dignity of every individual.

[d] Our VTI Ltd Customer Charter



We take customer service seriously and are committed to ensuring that you receive an excellent level of service.

We commit to:

- Providing a prompt and efficient service within 5 working days
- Actively seeking and responding to your feedback on how we can improve your experience
- Delivering quality products and services on equitable terms
- Creating a diverse community that respects everyone and the environment
- Working with you to keep you safe and secure
- Actively supporting the local community in which we live and work
- Providing accurate and up to date information
- Resolving customer complaints fairly and consistently and within publicised timescales

## [e] Student Charter

The Institute aims to inspire students to become innovative professionals, connecting them to exciting and rewarding careers. Everything we do is designed to equip you with both the academic knowledge and practical skills to succeed in your chosen career. We work in close partnership with the Students' and companies in order to achieve this and provide personal as well as professional development. This Charter underlines the commitments we make alongside those of the Students' and companies and what we expect from you.

The Institute undertakes to:

1. Develop a culture of mutual respect, equality of opportunity and professionalism between staff and students and colleagues

The Institute undertakes to provide:

- 2. High standards of teaching and academic support, advice and guidance.
- 3. Access to activities, including placements, work experience and volunteering, to enhance employability and personal development as and when available.
- 4. A personal trainer who support you in your academic studies.
- 5. Opportunities and support for feedback and formal student representation and participation so that students' views can be represented in course management and development and wider academic policy and review.
- 6. Access to student support services including counselling and advice on health and wellbeing; disability services; accommodation; finance and careers.
- 7. Access to library and IT facilities to support your learning.
- 8. An appropriate physical environment which supports your learning and your physical safety.

The Institute undertakes to provide the following information:

- α) Course and module handbooks which details assessment criteria, contact hours, mode of delivery of course, assessment arrangements and professional requirements (where appropriate).
- β) Clear guidance in handbooks and the student portal on regulations, academic guidance and support, appeals and complaints procedures.
- $\chi$ ) Clear deadlines and timeframes for assignments and feedback on submitted work.
- 3. Clear communication around changes to timetables, cancelled classes, re-scheduling of content etc.
- 4. Offer a public liability insurance scheme to public and vti family
- 5. Course fees and any additional costs, payment options and deadlines as well as entitlements to scholarships and bursaries.

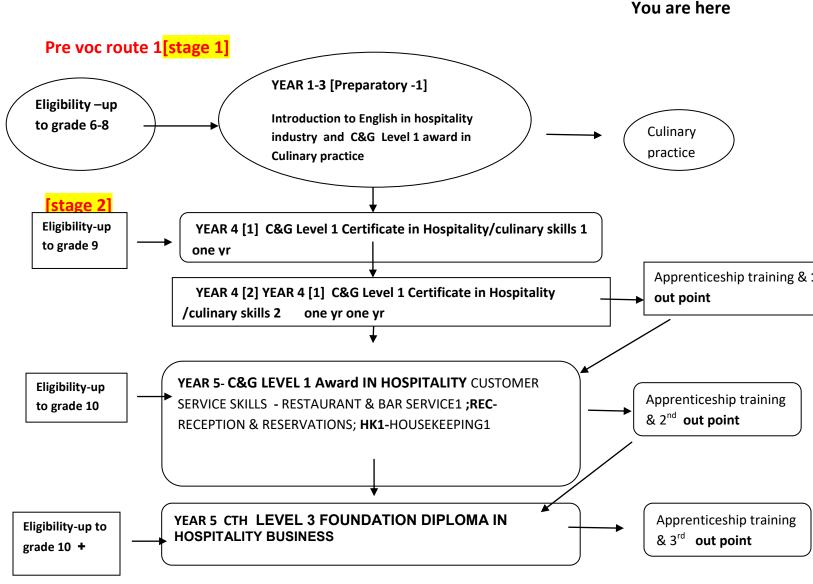
You should undertake to:

- α) Take responsibility for managing your own learning, actively engaging in your course, participating fully in learning activities and ensuring that you spend sufficient regular time in private study.
- $\beta$ ) Treat staff and other students with courtesy and respect.
- $\chi$ ) Attend induction, participate in timetabled classes and attend meetings with personal trainers.
- $\delta$ ) Submit assessed work by stated deadlines and ensure you are familiar with the guidance around plagiarism.
- ε) Provide feedback to improve teaching and learning through the student representative system, module feedback and the national student survey to ensure student views are heard.
- $\phi$ ) Pay tuition fees and any other charges promptly where required.

- $\gamma$ ) Respect the physical environment of the Institute and behave respectfully towards neighbours. And not limited to the above,
- $\eta$ ) Insure yourself against accident during school
- 4. Support themselves to ensure they receive equal treatment and are aware of their rights and responsibilities.
- 5. Support themselves for participation in quality enhancement activities especially through the development and training of course representatives.
- 6. Assist yourself with academic and welfare problems.
- 7. Represent the interests at local and national level.
- 8. Support active engagement, especially as regards combating antisocial behaviour.
- 9. Advocate for equal opportunities for all students

For information regarding our Compliments and Complaints procedure, go to vti @intnet.mu

# 2 Route of continuation 1[a] Cooking/Culinary/Hospitality



<u>Combination subjects</u>- English[communication];Maths; Science/Physics Business and Trade Technology-Theory and Practice

## **Examination**

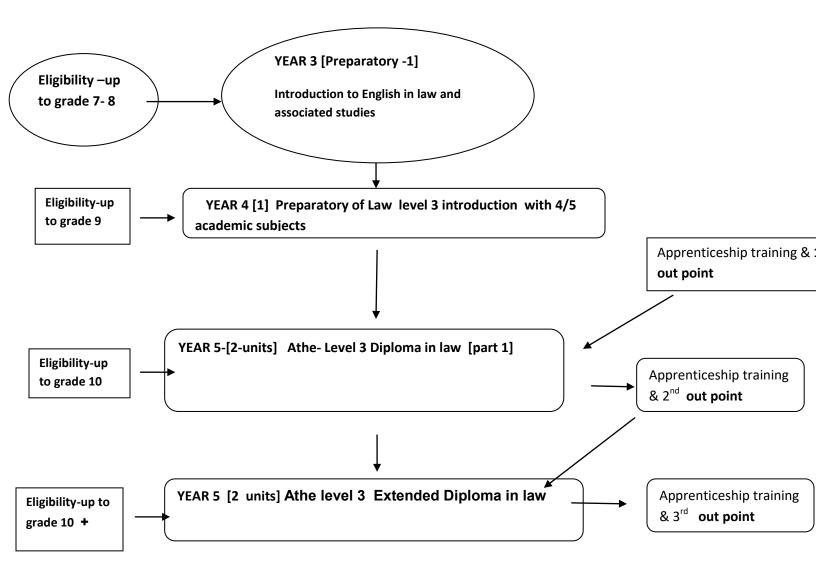
**Compulsory** C&G Examination as listed above with Options

## GCE o Level with Maths, Science , English and Business[ as private candidate]

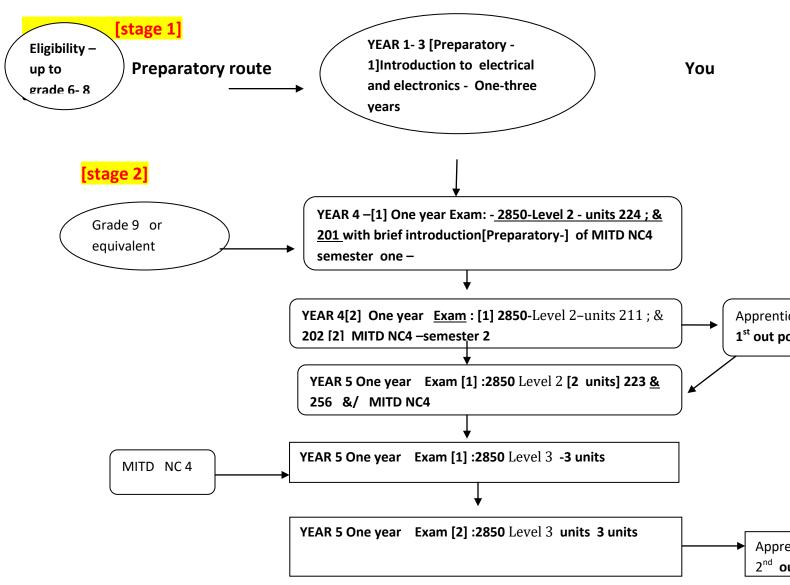
# What opportunities for progression are there?

<u>The CTH Level 3 AWARD is comparable to HSC/A level and holders may be eligible unto</u> <u>first year undergraduate degree</u> They allows learners to progress into employment or to the following or both -CTH Level 4 in Hospitality offered on part time basis and to an eventual level 5

1[b] Law route



# 1[c] Electrical and Electronic route



<u>Combination subjects</u>- English[communication];Maths; Science/Physics Business and Trade Technology-Theory and Practice

**Examination** 

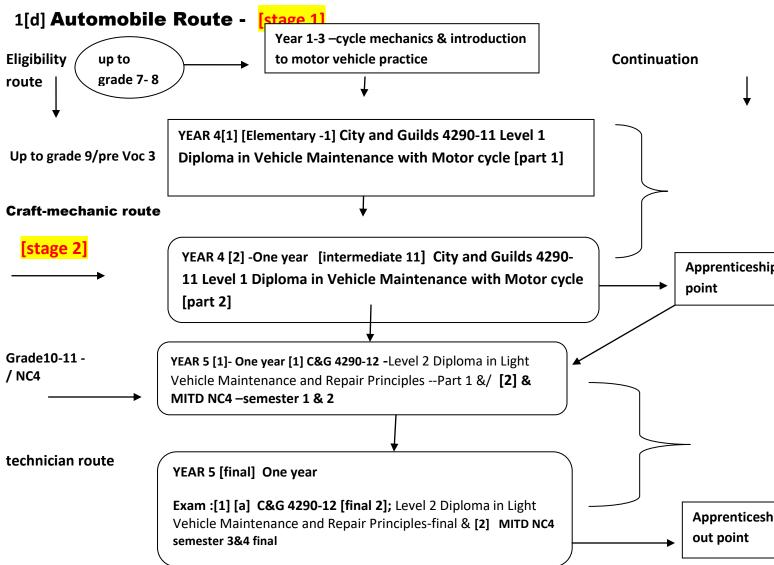
Compulsory City & Guilds 2850 IVQ 2- level 2 Diploma In Engineering – Electrical And Electronic Tech \*

City & Guilds qualifications: • 2850 - Level 3 in Engineering IVQ with Options

[1] MITD NC4 – Electrical installation practice

[2] GCE o Level with Maths, Science ,English and Business[ as private candidate]

# <u>What opportunities for progression are there?</u> They allows learners to progress into employment or to the IVQ 4 Electrical and electronic engineering



<u>Combination subjects</u>- English[communication];Maths; Science/Physics Business and Trade Technology-Theory and Practice

# **Examination**

Compulsory City & Guilds 4290-11/12 Level 2 Diploma in Light Vehicle Maintenance and Repair Principles with Options [1] MITD NC4 –AUTOMOTIVE MECHANICS Plus /

[2] GCE o Level with Maths, Science , English and Business[ as private candidate]

What opportunities for progression are there?

They allows learners to progress into employment or to the following or both -City & Guilds qualifications: •

• 4290-13 Level 3 Diploma in Light Vehicle Maintenance & Repair Principles Competence

offered on part time basis

# 1[e] MITD – Mauritius Institute of Training and Development Courses and examination

# **NOW** offered at **Vocational Training Institute- VTI- Vacoas** <u>\*on a double</u> award scheme as from stage 2

- AUTOMOTIVE MECHANICS NC4 & CITY AND GUILDS MOTOR VEHICLE TECHNICIAN CERTIFICATE[3905]
- AUTOMOTIVE ELECTRICITY AND ELECTRONICS NC3 & VTI AUTO ELECTRONIC ATTENDANCE CERT
- ELECTRICAL INSTALLATION WORKS NC LEVEL 4 & CITY AND GUILDS ELECTRICAL AND ELECTRONIC ENG [2850]

**Entry Requirements** 

- Must be at least 16 years old
- Should have successfully completed form III OR Have successfully completed the NTC Foundation course OR VTI Year 4 OR Have an equivalent qualification acceptable to the MITD
- Note ; VTI City and Guilds Students of stage 2[A]-year 5 or Stage 2[B]-year 4/5 of the respective courses could sit for the above double award respective exams at no extra institute fees except that the MITD exam fees has to be paid

<u>Contact the office for more information Vocational Training Institute ltd[ VTI] JOHN KENNEDY AVENUE,</u> <u>VACOAS, MAURITIUS Tel 6966051; Email : vti@intnet.m</u>

# 1[f]

# Learn and train with pay scheme

# 3 days paid training internship at a company\* and 2 days at vti now possible at vti ltd.

# **1]** Level 2 Diploma in Engineering – Electrical and Electronic Tech C&G 2850 and MITD NC4

2] Introduction to Hospitality & culinary -pastry -NEW C&G 7107

For more info contact vti office Conditions apply

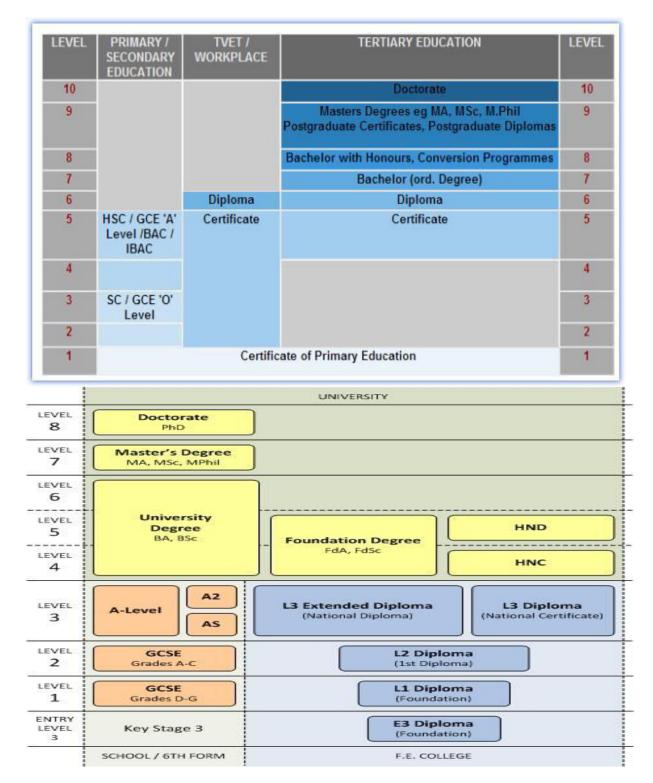
# 3] Full Time & Part time face to face courses

SN	Courses	Exams	Duration
1 Electric & Electronics	[a] Level 2 Diploma in Engineering – Electrical and Electronic Tech* including Plumbing and Air conditioning /Refrigeration & / NC 4 MITD [b] Level 3 Diploma in Engineering – Electrical and	C&G 2850-54	2 yrs
	Electronic	C&G 2850-90	2 yrs
2 Automobile	[a] Level 2 Diploma in Light Vehicle Maintenance &	CR C 4200 42	2 1/10
	Repair Principles (4290 12)*With electric and electronic& Engine Management& / NC 4 MITD	C&G 4290-12	2 Yrs
	[b] Level 3 Diploma in Light Vehicle Maintenance & Repair Principles (4290 13)	C&G 4290-13	2 Yrs
	[c] Auto electric & electronic with Can bus sysyem	Vti attendance cert	1 yr
3 Hospitality	Hospitality & culinary –pastry -NEW	C&G 7107-22	1 YR
	-Level 3 Diploma in law-	Athe 3	1 yr
4 Law	-Level 4 Extended Diploma in law-	Athe 4	1 yr
	-Level 5 Extended Diploma in law-	Athe 5	1 yr
5 Make up	Make up [basic/intermediate/advanced	Att certificate	3 mon each
6 Multi skills	Electrical, Plumbing & Refrigeration & Air conditioning	Att certificate	6 months
7 Computer SKILLS	WORD / EXCEL/ PROGRAMMING / SPEAD SHEET	Att certificate	6 MONTHS EACH

#### [H] Frame work

#### MQA Framework NQF COMPARE with Uk/OFQUAL frame work NQF

#### Example; NQF Level 3 of the MQA is compared equivalent to the UK NQF 1/2



# [g] International Recognition and employment mobility with qualifications at vti

#### DUBLIN ACCORD SIGNATORIES SIGNATORIES HAVE FULL RIGHTS OF PARTICIPATION IN THE ACCORD

Qualifications accredited or recognized by other signatories are recognised by each signatory as being substantially equivalent to accredited or recognised qualifications within its own jurisdiction. **Australia** - Represented by Engineers Australia (EA) (2013)

- Canada Represented by Canadian Council of Technicians and Technologists (CCTT) (2002)
- Ireland Represented by Engineers Ireland (EI) (2002)
- New Zealand Represented by Institution of Professional Engineers New Zealand (IPENZ) (2013)
- Korea Represented by Accreditation Board for Engineering Education of Korea (ABEEK) (2013)
- South Africa Represented by Engineering Council South Africa (ECSA) (2002)
- United Kingdom Represented by Engineering Council United Kingdom (ECUK) (2002)
- United States Represented by Accreditation Board for Engineering and Technology (ABET) (2013)

#### PROVISIONAL SIGNATORIES ARE RECOGNISED AS HAVINGAPPROPRIATE SYSTEMS AND PROCESSES IN PLACE TO DEVELOP

TOWARDS BECOMING A FULL SIGNATORY

Malaysia - Represented by Board of Engineers Malaysia (BEM)

#### Sydney Accord 2001

Overview: Pioneered by the Engineering Council of the UK (ECUK) to complement the Washington Accord and signed in 2001, the Sidney Accord recognized the equivalency of degrees for engineering technologists or incorporated engineers in the signatory countries. Signatories and Governance:

Signatories have full rights of participation in the Accord; qualifications accredited or recognised by other signatories are recognised by each signatory as being substantially equivalent to accredited or recognised qualifications within its own jurisdiction.

- Australia Represented by Engineers Australia (2001)
- Canada Represented by Canadian Council of Technicians and Technologists (2001)
- Hong Kong China Represented by The Hong Kong Institution of Engineers (2001)
- Ireland Represented by Engineers Ireland (2001)
- New Zealand Represented by Institution of Professional Engineers NZ (2001)
- South Africa Represented by Engineering Council of South Africa (2001)
- United Kingdom Represented by Engineering Council UK (2001)
- United States Represented by Accreditation Board for Engineering and Technology (2009)

## Acronyms and Abbreviations

### NQF EXPLANATION

Level	Intro	City & Guilds	Academic	Other
	If you've not got any prior experience and you don't feel confident about your abilities, then this level could be a good place to start.	Entry level vocational awards.		
Level 1	Ideal if you're just starting out or are new to the subject area. This level covers routine tasks and basic knowledge.	SVQ/NVQ level 1, Level 1 vocational awards, IVQ certificate, Level 1 International Introductory Awards*.	GCSE grades D - G, 3/Foundations S Grade, Foundation GNVQ	
Level 2	You need to have some knowledge or experience of the area.	SVQ/NVQ level 2, Level 2 vocational awards, IVQ Technician certificate, IVQ Diploma, Level 2 International awards*.	GCSE grades A* - C	Intermediate GNVQ, BTEC first certificate.
Level 3	Covers more complex work and will help you develop your supervisory skills.	SVQ/NVQ level 3, Level 3 vocational awards, IVQ Technician Diploma, IVQ Advanced Diploma, Level 3 International Awards*.	A-Level	AVCE, BTEC National, Certificate/Diploma, Vocational A-Levels. An ONC (Ordinary National Certificate) and OND (Ordinary National Diploma) are both broadly comparable to a Level 3 qualification
Level 4	Most likely you'll have management experience by this point.	Licentiateship (LCGI), Higher Professional Diploma, SVQ/NVQ level 4, Level 4 vocational awards	Undergraduate	Full technical certificate, BTEC HND/HNC
Level 5	Most likely you'll have management experience by this point.	Diploma SVQ/NVQ level 5, Level 5 vocational awards, IVQ Advanced Technician Diploma	Undergraduate	
Level 6	For senior managers.	Graduateship (GCGI), Associateship (ACGI)	Graduate	
Level 7	For senior managers	Membership (MCGI), Master Professional, Diploma	Postgraduate	
Level 8	As high as you can go	Fellowship (FCGI)	Doctoral	

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#### **Glossary and Acronyms**

#### Glossary

Academic Committee : the Academic Committee is responsible for academic governance, academic

standards and quality and the student experience.

#### Academic Credit: see Credit.

**Academic Judgment:** a judgment where only the opinion of an academic expert is sufficient, for example decisions on assessment, degree classification, fitness to practice, research methodology, course content and outcomes.

**Academic Level:** The relative complexity, depth of study, and learner autonomy required in relation to a module in the context of its discipline. Levels are determined by external body guided Framework. Each module is assigned a unit certificate, but not recognized by the local authority. Only full award is recognized .Full award is offered on completion of all respective units as per level

Academic Misconduct: see Academic Offence.

**Academic Offence:** any attempt to gain an unfair advantage in assessed work - whether examination, practical or coursework - by deception or fraudulent means. See also

#### Plagiarism.

**Academic Quality:** refers to how and how well the institute supports students to enable them to achieve their award. It covers learning, teaching and assessment, and all the different resources and processes the institute puts in place to help students progress and fulfil their potential.

**Academic Quality Office:** the professional central service responsible for overseeing the assurance and maintenance of the Institute's academic standards and the quality of its education provision to ensure it meets agreed expectations, including those of its academic partnerships, for example by approval, monitoring and review of modules and courses.

**Academic Registry office :** the professional service overseeing the governance of academic administration within the institute , for example the academic regulations, mitigation and academic offences, and institute governance.

**Academic Regulations:** guarantee the standards of all of the institute 's external body awards. The Regulations are the responsibility of the Academic Committee , and are reviewed and revised annually through the Academic Regulations Review Committee or as may be required.

**Academic Standards** are the standards that individual -awarding bodies set and maintain for the award of their academic credit or qualifications. These may exceed the threshold academic standards. They include the standards of performance that a student needs to demonstrate to achieve a particular classification of a qualification, such as distinction; merit; pass etc classification in a certain subject or the award of merit or distinction in the award.

**Academic Year:** the VTI LTD defines an Academic Year as a period running from 7 January to 15 December / 6 June to 30 May . This is the period of time used by the Institute to frame its activities, with policies and regulations normally written by academic year. For students, the definition of an Academic Year will vary, depending on their course of study. See also **Calendar Year**.

**Advanced Standing:** prior, certificated study from another institution deemed equivalent to the external body modules from which exemption is sought. Can only be applied at the point of admission and as may be decided by the external examination body/ies.

**Aegrotat Award:** an aegrotat award for incomplete study is an award that may be conferred in exceptional circumstances, such as in cases where a student's ability to complete an award is permanently compromised by severe illness with prior approval of the concerned examining body.

**Artefact:** a single piece of coursework, of a visual, audio, software, composition, design, culinary or artistic output.

**Assessment (Assessed coursework):** coursework that students are required to complete and submit, and which contributes in whole or in part to module marks and awards.

**Assessment Committee :** the institute operates a two-tier Assessment Committee system where definitive decisions on matters related to student attainment, progression and awards are made by Module Assessment Committee , Student Progress Committee and Award Committee , each with specified remits in relation to assessment standards.

Assistant Manager/Assistant Programme officer/Supervisor : senior institute executive who supports the Manager in leading the Institute , with additional responsibility for management of a large service of the institute

**Average Mark:** the weighted average of a student's performance, calculated in accordance with the regulations for the award, on which the classification of the award is based. It is rounded up or down to the nearest whole number.

**Award:** awards are the academic qualifications determined by external examination body Frameworks that may be awarded on completion of a course of study

**Committee of VTI Governors:** responsible for the strategic direction of the institute ; the Committee of Governors has 5 members including other designated members

Calendar Year: a twelve month period, January – December/ June-May.

**Chair:** leads and manages a meeting, committee or assessment committee to ensure it runs smoothly and efficiently and operates within the authorised Terms of Reference. Chairs of Assessment Committee are trained by the Institute.

Chief Invigilator: responsible for the supervision of an examination.

**Compensation:** compensation of failed academic credits is a measure to reduce the need for referral of assessment (i.e. resit or retake) where the student has demonstrated academic ability through achieving a specified average mark.

**Completion of Procedures (COP) Letter:** if a student has no further avenues to pursue in relation to an issue or complaint raised, a Completion of Procedures Letter is issued by the Institute .

**Core Module:** a module that must be taken and passed to meet requirements for progression or award.

**Course:** a course is an approved combination of modules leading to a named award by the examining body followed at VTI LTD.

**Course Administrator:** a Course Administrator assists the students, lecturers, Module **trainers** and Course trainers in running academic courses.

**Course Handbook:** the Course Handbook contains detailed information about how a course is taught and managed, and how students will be assessed.

**Course Leader/Trainer :** a Course Leader provides academic trainers for a course of study; they also resolve issues relating to the course.

**Coursework:** coursework is written or practical work produced by a student during a course of study, usually assessed in order to count towards a final mark or grade.

**Credit(s):** academic credit is a means of measuring and recognising learning, as outlined in the Education credit framework for England for all the institute external examination and courses . A number of credits is normally assigned to each module, which indicates the amount of learning undertaken, and a specified credit level indicates the relative depth of learning involved. Credit is

awarded in recognition of the amount and depth of learning which has been achieved once a student has successfully completed a module. Credits are then accumulated towards the total credit required for a named course of study and a qualification.

**Deferral of Studies:** a temporary postponement of studies, between one to four semesters, agreed between the student and their institute .

**Delegated Authority:** where the authority invested in an individual or body is delegated to another individual or body for a specified purpose.

**Manager** senior institute executive who deputizes for and supports in leading the Institute , with a remit to drive research and enterprise across the institute .

**Discontinuation of Studies:** a penalty for serious academic misconduct, where a student is no longer permitted to continue studying at the institute .

**Dissertation:** an extended piece of independent study assessed by an output report, an extended essay or a capstone project. The dissertation or capstone project comprises a significant part of most courses.

**Element of Assessment:** an individual item of assessment. The assessment for a module may comprise several elements of assessment.

**End Point Assessment:** the final assessment of an internship ; it is set by the employer and must be completed before the internship reference can be awarded.

**European Credit Transfer and Accumulation System (ECTS):** a student-centred system based on the student workload required to achieve the objectives of a programme of study. Its aim is to facilitate the recognition of study periods undertaken by mobile students through the transfer of credits. A full-time academic workload is deemed to be 60 ECTS, normally equivalent to 100 UK credits.

**Exceptional Circumstances:** the institute recognises that there may be times when students will encounter difficulties (exceptional circumstances) during their course of study and provisions are made to support the student in continuing to study.

**Extension:** an extension may be given when unexpected and unanticipated difficulties adversely impact a student's ability to complete assessments on time.

**External Examiner:** a professional academic from outside the institute who monitors the assessment process. The role has four elements: maintain academic standards, check processes, act as a guardian of national/International standards and also to act as a critical friend to the institute.

**Fitness to Practise:** 'fit to practise' means that a student has the skills, knowledge and character to practise their profession safely and effectively.

**Formative Assessment:** an assessment that provides students with feedback on progress and informs their development. It does not normally contribute to the overall assessment mark.

**Prevocational Year:** an additional year of a **technical/vocational course** at Level1/2, to support development of academic skills.

**Head of institute :** the Head of institute has responsibility to lead and manage all matters relating to their fitness within.

**Head of Subject:** the Head of Subject has responsibility for an academic subject within the institute .

**Individual Support Plan-remedial (ISP):** all students who have registered with the Wellbeing Team and provided evidence of their disability, long term medical condition or specific learning difficulty will be provided with an ISP.

**Invigilated Examination:** an examination conducted under formal examination conditions and supervised by an examination invigilator.

**Learning Outcomes:** statements that describe and emphasise the application and integration of the knowledge or skills that students should acquire by the end of a particular assignment, class or course.

#### Level: see Academic Level.

**Mitigating Circumstances (Mitigation):** circumstances that are outside a student's control which may have an adverse impact on a student's ability to undertake or complete an assessment so as to cast doubt on the likely validity of the assessment as a measure of the student's achievement.

**Module/Unit:** an approved block of teaching and learning leading to the award of academic credit and forming part of a course of study.

**Module Assessment:** assessment of the performance of a student on a module. This may include a variety of elements and forms, including coursework, dissertations, practical assignments, presentations and exams.

**Module Leader:** a Module Leader provides academic trainers for a module of study; they also resolve issues relating to the module.

**Module Mark:** the overall module result. This may be an aggregate of marks from several elements of assessment, which may be weighted.

**Module Specification:** the validated (approved) document outlining how a module is taught and assessed and its intended learning outcomes for the student. Students can access this information through the Module Study Guide/syllabus.

**Module Study Guide/syllabus (MSG):** a guide for students with detailed information about how the module will be taught and assessed, where to access support and the learning resources recommended for the module.

**Non Submission:** If a student does not submit their assessment, it is considered a 'Non Submission'. If a student submits an assessment over ten working days later than the original or agreed extended deadline, the piece of work will also be deemed as a 'Non Submission'. A 'Non Submission' is counted as an assessment attempt.

**International –UK Study Hours:** The number of hours required to complete an academic credit, module, or course. For example a 20-credit module will have 200 notional study hours attached to it. These may be completed via attendance at a combination of lectures, seminars, workshops or other forms of tuition, group or individual study and placement learning.

**Option Module:** A module which may be chosen from a list of alternatives, allowing variation and student choice in the curriculum.

**Personal Trainer :** the initial source of support for a student in all areas of academic life. The Personal Trainer 's role is to offer support and guidance if there are problems with the course of study or personal welfare.

**Plagiarism:** the practice of taking someone else's work and/or ideas and passing it/them off as their own or where a student represents someone else's work as their own irrespective of whether this was intended. Plagiarism also encompasses a student using their own work where it has already been submitted for assessment in another module or course of study. Plagiarism may be detected through the submission of written work through an online detection system. See also **Academic Offence**.

**Portfolio Assessment:** assessed coursework consisting of a set or series of short written, creative, linguistic or mathematical tasks or artefacts collected and submitted as a single assignment.

**Posthumous Award:** an award made to an enrolled student who dies prior to being able to complete their course of study, or prior to a completed award being conferred.

**Prerequisite Module:** a specified module that must be taken before a second specified module can be taken.

**Professional, and Regulatory Bodies:** a diverse group of professional and employer bodies, regulators and those with authority over a profession or group of professionals. Provide membership services and promote the interests of people working in professions; accredit or endorse courses that meet professional standards, provide a route through to the professions or are recognised by employers.

**Progression:** the process of moving from one level of study to the next, or from the taught element to the dissertation, placement or project element of a course.

**Quality Handbook:** the Quality Handbook is produced by the Institute's Academic Quality Office and documents all academic quality-related procedures.

**Reasonable Adjustments:** the support requirements for an individual student, summarised in the Individual Support Plan (see ISP above).

**Recognition of Prior Learning (RPL):** the generic term for the recognition of prior learning, whether the result of a formal course, certified (or certificated) learning (RPCL) or learning through experience (RPEL). An applicant who has their relevant prior qualification or certified learning accepted may be admitted onto a course of study with advanced standing credit.

Registration: process by which a student signs up for modules of a course of study.

Registry: the central institute service responsible for many aspects of the student

journey: enrolment to graduation, maintaining the curriculum, assessment administration, Institute and College governance, the Academic Regulations, academic administration and policy.

**Regulatory Casework Panel:** a panel comprised of senior Registry and Academic Quality Office staff. The Panel is convened to consider individual student cases that may fall outside the Academic Regulations.

**Registry Services:** the section within the Registry responsible for Student Records and Data, Conferment's and Awards, and Timetabling. Processes and records matters relating to a student's journey from enrolment through to graduation, sets and amends the timetable and rooming arrangements and maintains the record of the institute 's curriculum and awards.

**Resit:** the repeat of all or a module's assessments, following module failure at a previous attempt, including non-submission. Resits do not involve the repeat of attendance for the module. The assessment mark is normally capped at the pass mark.

**Retake:** the repeat of a module following failure at a previous attempt, including non-submission. Retakes normally involve attendance, payment of tuition fee and completion of all elements of the module, and the submission of all assessments (summative and formative). They count towards the value of academic credit for which students must normally be registered in an academic year. The assessment mark(s) for a retake of a module is not capped. Resit attempt is available for each element of a retake module (see **Resit** above).

**Institute s Administration**: the section within the Registry responsible for many of the studentfacing administrative aspects of the student journey including module enrolment and curriculum checking and the administration of assessment. Works closely with students central services.

**Special Regulations (PSRB):** Special Regulations are academic regulations for individual courses of study that diverge from the standard Academic Regulations for the institute where there is a legitimate academic rationale, or a specific requirement set down by a Professional or Regulatory Body, or a joint or collaborative course requires it. Special regulations shall be designated as such through the course approval process, and approved by the Academic Committee or its delegated authority.

Student Disciplinary: the Disciplinary Regulations (Students]

**Student Handbook:** reference guide to help students find their way around the institute 's facilities, services and policies .

**Threshold:** a specified minimum mark/students which is prescribed by a Professional, and Regulatory examining Body that must be obtained in one or more elements of assessment/registered in order to register/ pass a module. This is in addition to, and distinct from, the requirement to achieve a pass in the overall module mark to pass the module/minimum number of exam registered students/minimum amount of exam fees.

#### see threshold policy 7.1 .

**Threshold Academic Standards:** the minimum acceptable level of achievement that a student has to demonstrate to be eligible for the award of academic credit or a qualification. For equivalent qualifications, the threshold level of achievement is agreed across the UK.

Viva: See Viva Voce

Viva Voce: an oral examination, typically for the assessment

Wellbeing Team: part of the Student Services Team supporting students through their studies

**Withdrawal from Studies:** the decision of a student to leave a course of study completely, with no intention of returning at a later date; or the decision by an Assessment Committee to remove a student permanently from a course of study.

#### Section 1 – Introduction

#### 2. Introduction to the Academic Regulations

#### 1.1. What are the Academic Regulations

- 1.1.1. The academic regulations guarantee the standards of the Institute's offering international awards if the exigencies are observed,. The academic regulations (including any changes made to the regulations) are the responsibility of the institute's Academic Committee . They apply to all academic courses and awards that the institute has the right to dispense under the national and international authorities and external examination bodies regulation
- 1.1.2. Their awarding powers allow the institute to run and offer the courses and the external examination bodies grant awards diplomas, certificates and other academic awards to students who have successfully completed and passed the courses which the institute has been offering and accredited/approved for.

#### 1.2. Applicability of the Academic Regulations

- 1.2.1. These regulations shall take effect from the start of the Academic Year/s and shall supersede all previous regulations, except where it is specifically stated that the regulations in force at the time of a student's enrolment apply. These may include:
  - a) students admitted with advanced standing to a subsequent year of study on a course. The regulations for the cohort joined shall apply;
  - b) students transferred from other courses within the institute. The regulations for the cohort joined shall apply;
  - c) students changing course duration (for example, from a year course to another year course). The regulations for the cohort joined shall apply;

d) where courses have existing and approved special regulations; e) where it is otherwise specified in these regulations.

1.2.2. All staff and students must adhere to the institute s academic regulations.

#### 1.3. Scope of the Academic Regulations

- 1.3.1. These regulations shall apply to all students enrolled and registered for courses of study of the institute. Specific regulations for academic partnerships may be required, see section 1.3.2 below.
- 1.3.2. These regulations shall also apply to students registered on courses with academic partners and accredited courses of the institute. In some cases, separate arrangements may apply to courses offered by academic partners. Such arrangements are set out in the relevant memoranda of agreement and supporting documentation for the Academic Partnership.
- 1.3.3. The Manager shall assume overall responsibility and authority for the operation of the Institute's regulations
- 13.3.4 The Institute reserves the right to amend the Academic Regulations. Such change will be made in response to national/international quality and standard frameworks

requirements of Professional, and Regulatory Bodies or when they are of benefit to students. If the regulations should change, the institute will determine the extent to

which the changes apply and students will be consulted and advised. All concerns raised by students will be considered and agreed by the Academic Committee before being put into effect.

- 1.3.5. The Institute treats all students fairly and equally, and takes strict measures to avoid bias in its processes. The Institute makes reasonable adjustments to its processes when necessary to make sure that a student is not disadvantaged because of any specific characteristics protected by law.
- 1.3.6. The Manager , or authorised nominee, is allowed to use their discretion when applying the academic regulations in exceptional circumstances, as long as any variation is reasonable, is agreed by a member of the Manager's Executive Team and is clearly recorded.

#### 1.4. Approval of Regulations, Courses and Modules

- 1.4.1. The Academic Committee is responsible for the management of the academic standards and quality of courses leading to awards. The Academic Regulations shall be approved by the Academic Committee .
- 1.4.2. The Academic Committee shall approve courses of study and individual modules, including any amendments and closures as prescribed by the external awarding bodies.
- 1.4.3. The Institute reserves the right to amend any course of study or module, and to withdraw any course of study or module where there are insufficient students, to ensure that courses remain current and also in response to staff changes. Normally, amendments to courses of study and modules shall be enacted for the next cohort to join the course, or group to take the module. Where an amendment has an effect on students currently registered for the course or module, students will be formally notified of the change and approval will be sought from each individual student and the option to remain on the same course of study or module will normally take place until all students registered on the course have completed.
- 1.4.4. Exceptions to regulations will have been approved and are recorded

#### 1.5. Academic Credit Accumulation Scheme

- 1.5.1. A student must undertake an approved course of study, or approved combination of modules according to the course specifications, and meet the compulsory and core elements for progression from one year of study to the next and for an award.
- 1.5.2. Courses are carefully constructed combinations of academically coherent core and optional modules whose successful completion leads to an award as prescribed by the external awarding bodies.
- 1.5.3. A module worth number of credits represented in a courses. Normally, students shall be enrolled with the Institute and registered on courses and modules in accordance with the requirements set out in these regulations.
- 1.5.4. Students who have been awarded qualifications may not subsequently present themselves for re-examination for that award in the same subject of study except that examination exigencies are observed.

#### 1.6. Award of Academic Credit

1.6.1. The award of academic credit relates to achievement in individual modules. Academic credit shall be awarded to a student who meets the requirements to pass the module in question. 1.6.2. The academic credit awarded shall be that approved for the module; the amount of academic credit awarded shall not vary in accordance with the level of achievement. The level of achievement shall be reflected by the module mark.

#### 1.7. Student Conduct

1.7.1. Students are required to comply with the Student Code of Conduct as outlined.

#### Section 2 – Admissions

#### 9. Admissions

#### 2.1. Admissions Overview

- 2.1.1. Applicants must apply to the Institute in the prescribed manner for a particular course of study and fulfil the admissions requirements in accordance with the Academic Regulations and course requirements which are set out in the appropriate course specifications.
- 2.1.2. The Institute uses admissions requirements to admit students to courses if it considers them to have a reasonable expectation of completing the award and achieving the required standard. Applicants are considered based on their previous attainment (for example, qualifications and experience) and where relevant, evidence of potential.
- 2.1.3. Admission requirements to Institute courses are approved and are published on the Institute's website.
- 2.1.4. All offer holders must declare whether they have any unspent criminal convictions. The Institute will consider whether such convictions are compatible with membership of the Institute and, in particular, with a place on a course. Applicants with a Criminal Conviction' and 'Criminal Convictions and Disclosures and Barring'.
- 2.1.5. Courses with Professional, and Regulatory Body requirements may also be subject to additional entry requirements and checks.

#### 2.2. Recognition of Prior Learning and Admission with Advanced Standing Credit

- 2.2.1. The Institute makes provision for admission with advanced standing. Advanced standing is quantified in terms of academic credit to ensure that the overall academic credit requirements for an award are met.
- 2.2.2. A student may be awarded credit in recognition of academic or vocational study completed elsewhere, or of equivalent experiential learning. Credit may be awarded in relation to a specific module or as general credit as approved by the external examination bodies.
- 2.2.3. Advanced Standing is a term used to confirm that a student may enter a Institute course at a stage later than the normal entry point.

#### .2.3. Rescinding of Awards

- 2.3.1. A student cannot have two awards at any one time for the same academic work except if he/she has double entry and paid the dues.
- 2.3.2. A student can register and sit for different examination and award at one time

#### 2.4. Revocation of Awards

2.4.1. The Institute/external awarding body can revoke awards following investigation where an award is found to have been obtained by fraud or deception including unfair practice.

- 2.4.2. The Institute/external awarding body may revoke an award made under these regulations where a student has not met the requirements of the award conferred or where the award has been obtained due to administrative error or irregularities in the conduct of the Assessment Committee .
- 2.4.3. All cases shall be considered on a case-by-case basis by the Academic Committee , or its delegated authority.

#### 2.5. Falsification of Documents

- 2.5.1. Where a student secures admission to the Institute based on qualifications, documents or statements that are subsequently found to be false or revoked or invalid, the Institute shall review the student's registration.
- 2.5.2. A student who intentionally enrols or registers with the Institute under a false name or identity, or with other information that is subsequently found to be false, shall have their registration and enrolment terminated and would cease to be a student of the Institute.

#### 2.6. Permission to Study in Mauritius

2.6.1. All international students, including those living in Mauritius but without indefinite leave to remain, must provide documentary evidence of their immigration status. Any changes to immigration status must be notified immediately to the Institute's Compliance Team and supported with official documentation. Changes to status include those that mean students no longer require visas, changes in immigration category, application refusals and Administrative/Judicial Review outcomes. Any student who fails to comply with these requirements may have their registration and enrolment terminated, and will cease to be a student of the Institute.

#### Section 3 – Enrolments and Tuition Fees

#### 6. Enrolments and Tuition Fees

#### 3.1. Enrolment and Registration

- 3.1.1. Students must enrol with the Institute at the beginning of their studies, and re-enrol at the beginning of each following academic year of their course, in accordance with instructions issued by the Institute. A student must also register for a course of study with the Institute, and for the modules associated with that course. A student who is not registered for a course cannot be enrolled with the Institute.
- 3.1.2. The student name recorded at enrolment and registration will normally be the name in the student's ID/Birth certificate /passport. For International students and those with another immigration status, it is mandatory that the Institute registers the student in the name in the student's passport.
- 3.1.3. All letters, transcripts, certificates and awards shall be issued in the name under which a student is enrolled. The Institute requires students to produce documentary evidence of identity upon initial enrolment; this may be required in advance.
- 3.1.4. Any request to record a change of name must be made in writing, or by any other valid means, and supported by appropriate documentary evidence. The Institute shall not issue revised documents for those who change their names after receiving an award, except where there has been an administrative error or following gender reassignment.

- 3.1.5. Students are required to notify the Institute of their permanent home and term- time addresses upon enrolment, and shall inform the Institute in writing, or by any other valid means ,of any subsequent changes of address.
- 3.1.6. Students who have not complied with all Institute requirements for enrolment or reenrolment may be temporarily enrolled and registered for a specified period of time (normally within 2 weeks) during which they may attend and use Institute facilities. Students who do not produce the required documents within the specified deadline may be withdrawn from the Institute.
- 3.1.7. In exceptional circumstances, a student may be registered for a course of study but not enrolled (normally where a student has deferred, or is resitting). Where termination of a student's registration occurs, enrolment is also terminated.

#### 3.2. Concurrent Study

- 3.2.1. A student currently registered for a full-time award of the Institute (whether VTI or international campus, or delivered by online, distance or blended learning, or at an academic partner institution) may normally be concurrently registered for an award at any other institution.
- 3.2.2. A student may not normally be concurrently registered for more than one full-time award of the Institute except on permission of the Manager.

#### 3.3. Identity Card

- 3.3.1. All full time students shall be issued with a NTA bus Identity Card for free bus travel that includes a photograph showing the full head and face and pay the appropriate fees as may claim by the authority. A replacement card is obtainable after payment of the necessary requested fees. There shall be no head covering in the photograph, unless it is worn for cultural, religious or medical reasons.
- 3.3.2. Students shall carry their Identity Card at all times when on Institute premises or when participating in Institute or institute activities.

#### 3.4. Tuition Fee Payment

- 3.4.1. Fees are paid for each year of study and as per **payment plan-see appendix 1**. **Fees** will be adjusted if additional or fewer unit/s/ credits each year are studied.
- 3.4.2. Students are required to re-enrol and pay any fees that may be due at the beginning of each academic year. Tuition fees are subject to regulations on fee increases and future inflationary increases will be applied to each subsequent year of the course of study, subject to these regulations. All other fees are subject to increase each year.
- 3.4.3. Students who withdraw from the Institute will be liable for fees up until formal notification of their withdrawal is received in writing by the Institute.
- 3.4.4. Students who have tuition fee debts with the Institute may not [i] be allowed to reenrol for the following academic year or[ii] be eligible to receive any reference note..
- 3.4.5. A student who has outstanding tuition fee debt to the Institute will not be permitted to attend any graduation or awards ceremonies and certificates and transcripts will be withheld until all tuition fee debts to the Institute are paid in full.
- 3.4.6. Students who are in debt to the Institute may have their enrolment terminated. The termination will be undertaken by the Student Record and Data Team on the advice of the Finance Department where a student has made no attempt to pay an outstanding

tuition fee debt. Such a termination may be overturned on payment or a satisfactory agreement to pay the debt.

#### 3.4.7 Changing of payment plan

From Full / semester to monthly---the monthly fees plan will be applied with initial fees

#### 3.5. Change of Course of Study

3.5.1. An enrolled student may request to transfer to a different course of study within the Institute. All requests for transfer shall be considered by the relevant Course Leader taking into account factors including the student's academic achievement, course entry criteria and availability of places. For international students consideration will also be given to their visa status and immigration compliance.

#### 3.6. Modes of Study

- 3.6.1. A student enrolled with the Institute and registered for a course shall undertake the course in accordance with the specified mode of study. Change of mode of study is permissible where appropriate. The following modes of study apply:
  - i) full-time study;
  - j) part-time study;
  - k) placement or internship;
  - I) distance / online and blended learning;
  - m) part-time intensive study;
  - n) accelerated;
  - o) block release.
- p) rpl

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#### Section 4 – Module Registration and Attendance

#### Module Registration and Attendance

#### 4.1. Minimum and Maximum Period of Registration (Duration of Study)

- 4.1.1. Each course of study shall have an approved normal duration related to the mode of study available for the course.
- 4.1.2. The total time a student may take to study their course is limited according to the number of credits required for the qualification plus twice the usual expected course length plus one additional year. The following formula is used to calculate the maximum permitted duration of study for which a student may be registered on a course.: examples are provided below:
  - a) The normal time duration of study for a Level award is three years. The maximum period of registration is 7 years including any periods of deferral provided [i] the course is listed on the ofqual register [ii] the examination body is on the list [iii] the institute is on authority accreditation list and[iv] the student has paid all his dues and satisfied the examination criteria.
  - b) The period of registration includes periods of approved deferral.
- 4.1.3. Courses of less than one year's normal duration will have their own specific regulations regarding completion.

#### 4.2. Module Registration

- 4.2.1. Students shall be responsible for registering for the modules associated with their course of study by the published deadlines, and in accordance with the stated procedures.
- 4.2.2. Any enrolled student who has not completed module registration by the specified deadline could not sit for the prescribed examination but could continue the course. He/She could pay and take the exam on the next exam period...
- 4.2.3. A student who transfers to another module shall replace the initial module taken with the new module, subject to academic approval.

#### 4.3. Erasmus Exchanges and Study Abroad/privately

- 4.3.1. For certain courses and awards, a student may be permitted to spend up to one academic year or more at another institution of Institute status or privately. This study shall replace study at the Institute, and shall be known as an exchange or study abroad period.
  - 4.3.2. Permission to undertake an exchange or study privately period shall be granted in accordance with procedures approved by the Academic Committee .

#### Section 5 – Attendance and Engagement

#### 5.1. Attendance and Engagement Requirements

5.1.1a] Students are expected to attend regularly all forms of learning activity associated with their course of study[ EVEN DURING TEMPORARY FACE TO FACE CLOSE UP DUE TO PANDEMIC/CYCLONE,STRIKE ETC where online studies to be provided,] and to engage in their course as required by the Institute's Attendance Monitoring Policy--80% attendance .**Refer to** attendance policy

#### [b] Consent for taking images

During Visit/ventures/class activities , and not limited to these, pictures ,video etc are likely to be taken and to be used for vti ltd presentation, display or in the booklet, newsletter or publicity and for educational purposes.

#### [c] Insurance

The Institute has appropriate public liability insurance covering all public including students to and through the institute . It also provide insurance for all the activities as part of the course. However, students should ensure that he/she insure himself/herself against any minor/major accident during the event of the activities /course and their personal belongings which are brought into the Institute at their own risk. They may also be required to take out other types of insurance, for example, health insurance while on placement/ course.

- 5.1.2. International students and Apprenticeship students have additional requirements in relation to attendance which are detailed in the Attendance Monitoring Policy.
- 5.1.3. All students should refer to the published Attendance and Engagement Monitoring Policy and specific course requirements.
- 5.1.4. Engagement refers to the expectations of the Institute related to a student's engagement whether on-site or remote, with the learning, teaching and assessment requirements of their course of study specified in Module Study Guides syllabus..
- 5.1.5. The Institute shall specify and publish semester dates and hours of operation on the Institute board / main website or on committee
- 5.1.6. Each student shall ensure that they are registered for the correct number of modules and the appropriate choice of modules. Students should ensure they comply with the requirements of attendance, learning and assessments.
- 5.1.7. All students are required to engage with all assessment tasks for the modules for which they are registered, as prescribed in the relevant Module Study Guides.

# Section 6 - Conduct of Assessment

#### 6. Conduct of Assessment

#### 6.1. Assessment Principles

- 6.1.1. The purpose, structure, associated learning outcomes, type and format of assessment and reassessment, including relevant weightings and thresholds where applicable for each module/course shall be set out in the approved module and course specifications as approved by the external awarding bodies and Academic Committee, or its delegated authority.
- 6.1.2. Students will be informed of the arrangements for teaching and learning, the module content, and the assessment and reassessment requirements at the start of a student's academic year. Students must make themselves available during the entire examination and assessment period and where relevant the resit examination period, and not make any holiday arrangements during this time.
- 6.1.3. The design and setting of all assessment shall be the responsibility of the relevant Head of Subject, Course and Module trainers , in accordance with the approved module specifications and the Institute's quality assurance and external examination guidelines.
- 6.1.4. All assessments shall also be subject to the approval of the External Examiner, the relevant Assessment Committee and the Professional, and Regulatory Body, where applicable.
- 6.1.5. Students must adhere to any published dates and deadlines for all assessments.
- 6.1.6. A student unable to participate in any assessment on the specified date, due to medical or other reasons beyond their control, should refer to Section 11 Exceptional Circumstances.
- 6.1.7. All material submitted for assessment, including formative assessment, shall be the student's own work (including where group work specifically forms part of the assignment). All quotations from the published or unpublished work of other persons or organisations must be properly attributed, both at the appropriate point in the text and in the bibliography.
- 6.1.8. Where the modules or course are no longer on accreditation list -taught, related assessment(s) shall normally be offered for one year or plus after the specific discontinuation date of the modules) –refer to examination body last date of registration and last date of award...
- Reasonable adjustments for students may be made on the advice of the Wellbeing
   Team on an individual basis to compensate for any restriction imposed by a disability and/or unforeseen circumstances, provided this does not compromise the achievement of the learning outcomes. Special arrangements for individual examinations must be approved by the Wellbeing Team and will be notified to the Examinations Office.

- 6.1.10. The alternative assessment must be approved by the External Examiner, the Course/Module Leader; and the relevant external Assessment Committee will be notified.
- 6.1.11. Where a member of academic staff or an invigilator suspects a student of committing an academic offence, the allegation shall be investigated in accordance with the Academic Offences Regulations Section 10.

#### 6.2. Coursework

- 6.2.1. Assessed coursework is coursework that students are required to complete and submit, and which contributes in whole or in part to module marks and awards. Types of coursework include:
  - a) Written Assignment = report, essay, short-essay, review, analysis, case study, creative and professional written brief, dissertation/capstone project, literature review, research method essay, research proposal, multiple choice questions, mathematical/statistical problem, online task, web-based exercise, translation.
  - b)
     Oral Assignment = individual or group presentation, discussion, defence, pitching, performance, teaching;
  - c) **Portfolio** = a series of short written, creative, linguistic or mathematical tasks or artefacts collected as part of one assignment;
  - d) **Artefact** = a single piece of work for example, visual, audio, software, composition, design, culinary or artistic output;
  - e) **Practical** = experiment, educational, practice-based assignment.
  - f) **End Point Assessment** = the final assessment of an internship ; set by the employer. It must be completed before the final certificate be awarded.
- 6.2.2. The Institute shall inform students of any penalties applied to the late submission of coursework. Students should refer to section 6.3 below.
- 6.2.3. Students should refer to the Module Study Guide regarding any assessment requirements and any penalties which may apply, for example, word limits.

#### 6.3. Penalties for Late Submission of Assessment

6.3.1. If the student fails to meet the original deadline and has not self-certified

mitigating circumstances, the following penalties shall apply:

- a) if the assessment is late up to a maximum of five working days from the original or agreed extended deadline, the assessment mark will be capped at pass mark for the element of assessment; if the assessment is late over five working days from the original or agreed extended deadline, the piece of work will receive a mark of zero for the element of assessment;
- b) if the assessment is late **over ten working days** from the original or agreed extended deadline, the piece of work will be deemed as a Non Submission.
- 6.3.2. A student unable to complete coursework (including dissertations/capstone projects) by the specified date due to medical or other reasons beyond their control, should refer to Section 11 Exceptional Circumstances.

#### Section 7 - Examinations See assessment policy

#### 7.1 Minimum Threshold

Each external examination body set its minimum threshold limit/policy. If the minimum of student/fees is not met as set, the fees./students shall be transferred to next cohort/examination and will be notified. If not satisfied, he/she may request for only –refund [1] exam registration and or [2] exam fees –exam refund policy shall apply. Student will be eligible for VTI Itd course unit completion testimonial if decided to cease –due to threshold restriction.

#### 7.2 Examination fees and Papers/units

- 7.2.1[a]. All external exams: External Examination are the responsibilities of the External Awarding bodies and fees are charged for the service and students will be notified accordingly . Annual membership, exam registration, module exam fees and /mes local fees for students at and through VTI Ltd shall include <u>VTI Ltd administration</u> charges[see admin fee and update, cost, commission and accessories, continuous assessment and processing fee as per above and could be changed as a notice only- see[1] also external examination mode and fees -see [11]appendix 2
- 7.2.2[b] **Refund of Registration/annual membership/module-unit paper exam fees** .[a] **VTI admin fees [see appendix 3]** are not refundable and [b] refer to external body refund policy if payment has already been transferred.
- 7.2.1[c]. The External examination body , or its delegated authority, shall set and approve minimum prescribed standards for the security of examination papers. Examination question papers shall be set and produced by them [external awarding bodies] to meet the standards
- 7.2.2. The Head of Institute , or authorised nominee, shall be responsible for ensuring that appropriate mechanisms are in place for the storing /production and scrutiny of examination papers.
- 7.2.3. The security and storage of examination papers is set out in the Examination Scrutiny Process . Examination papers are written and prepared in a highly secure environment by the external awarding bodies and delivered to the Examinations Team in accordance with the Examination Scrutiny Process.
- 7.2.4. Students must not gain access to any examination paper before it is sat. Breaches of this regulation shall be deemed an academic offence, and dealt with under the Academic Offences Regulations, referred to in Section 10.
- 7.2.5. All formal examinations shall last for two permitted durations only: two hours and ten minutes or three hours and ten minutes (unless specified otherwise by a Professional, Regulatory Body). This includes a mandatory ten minutes' reading time.

#### 7.3. Examination Timetable

- 7.3.1. The Institute shall make the examination timetable available for students, detailing the dates, times, and venues of all invigilated examinations for their registered modules as and when receive from the external examination bodies and or its representatives. The Institute shall publish the full examination timetable at least three weeks or as per the requirement published by the external awarding bodies before the first examination occurs; any necessary amendments may be made to the published timetable, and shall be published.
- 7.3.2. Students shall be responsible for informing themselves of the dates, times, and venues of their examinations including resit examinations, checking the details of their personal timetables and making enquiries on possible examination timetable clashes,

or omissions. Students should regularly check for amendments to the full examination timetable.

# 7.4. Oral Examinations

7.4.1. Oral examinations must be conducted by at least two academic staff from a cognate subject area. Students may only bring authorised materials to oral examinations. The possession or use of unauthorised materials shall constitute an academic offence - see Section 10 - Academic Offences.

#### 7.5. Invigilated Examinations

- 7.5.1. All examinations will be invigilated and students will remain under continuous supervision for the duration of each examination. All incidents or abnormalities that occur during an examination shall be recorded and reported by the Chief Invigilator.
- 7.5.2. The Module Leader, or authorised nominee, must normally be present for the first 20 minutes of each invigilated examination to provide any clarifications needed. Where no Module Leader is present (including after the first 20 minutes) and any student query cannot be resolved by any reasonable means the Chief Invigilator shall record any queries in their report.
- 7.5.3. The clarification of examination questions shall be limited to the correction of misprints or typographical errors, and shall be announced to all students. Under no circumstances shall the Module Leader or invigilators discuss the content of the examination paper with students or each other.
- 7.5.4. Students found to have cheated or committed some other form of academic offence will be dealt with under the Academic Offences Regulations, see Section
- 7.5.5. Where students leave examinations outside of the permitted timescales, the Chief Invigilator must log the time that the student leaves the examination.

#### 7.6. Illness and Mitigating Circumstances for Invigilated Examinations

7.6.1. Please refer to Section 11 - Exceptional Circumstances.

# 7.7. The Publication of Results to Students

- 7.7.1. Students' results or marks are provisional until they have been confirmed at the meeting of the Assessment Committee /External examination body/ies.
- 7.7.2. All proceedings which relate to individual students remain confidential to the members of the relevant Assessment Committee and to those having the right to attend and receive examination documents.

# Section 8 – Regulations-

#### 8.1. Scope of Level 2 & 3 Regulations

8.1.1. These regulations shall apply to all students enrolled and registered for Level 2 & 3 courses of study at the Institute. These regulations shall also apply to students registered on level 2 & 3 courses with academic partners and accredited courses of the Institute. In some cases, separate arrangements may apply to courses offered by academic partners. Such arrangements are set out in the relevant memoranda of agreement and supporting documentation for the Academic Partnership.

#### 8.2. Assessment fees and module/s

- 8.2.1 All external exams: External Examination are the responsibilities of the Exaternal Awarding bodies and fees are charged for the service and students will be notified accordingly . Annual membership, exam registration, module exam fees and /mes local fees for students at and through VTI Ltd shall include VTI Ltd administration charges, cost, commission and accessories, continuous assessment and processing fee as per above and could be changed as a notice only
- 8.2.2 The module requirements, outlined in the Module syllabus Study Guide, shall specify the elements of assessment that must be passed, those that must be taken and those that are optional. If a module has multiple elements of assessment, the mark is calculated on all elements to one overall module mark, unless specified otherwise by the relevant Professional, and Regulatory Body (PSRB). Where a student is required to pass individual elements of assessment, the pass mark for those elements shall match that of the module, unless specified otherwise by the approved course regulations or the relevant PSRB.
- 8.2.3. A student may resit the module assessment(s) or retake a module that has been passed for better grade or unsuccessful and has to pay necessary exam fees again.
- 8.2.4. Failure to submit to assessment is considered a Non Submission.

# 8.3. Number of Module Attempts -1

8.3.1. For all modules, there shall be two/six standard permitted attempts within each module/complex registration to pass each module/exam complex: a first sit and a resit. This means that a student will have capped resit for each module-provided the course/unit is/are on ofqual, all dues paid, institute on authority accreditation list and other examination exigencies observed..

#### 8.4. Number of Module Attempts-2

8.4.1. For all modules at Levels 2/**3 etc** there shall be a maximum of permitted attempts within each module registration to pass each module. If a student fails a resit, they may retake the module as per the approved course regulations or relevant Professional, and Regulatory Body specify otherwise. All resits and retakes should be taken at the next available opportunity and necessary exam fees paid.

#### 8.5. Resits

8.5.1. A resit is the repeat of all or part of a module's assessments, following failure at a previous attempt including Non Submission. Resits do not involve re-enrolment and attendance at classes except if the need be.

- 8.5.2. Where a student chooses not to undertake the resit of the element, the original first sit element mark will be retained.
- 8.5.3. In the event of a resit failure, the highest module mark (best fail) at module level will stand.
- 8.5.4. Where a student chooses not to undertake the resit of the module, the original module mark will be retained.
- 8.5.5. In exceptional circumstances, the Assessment Committee may determine alternative forms of assessment for resits. Alternative assessment must test the same module learning outcomes.
- 8.5.6. A student due to resit shall normally sit the failed elements of assessment only and the marks for any elements that were passed on the first attempt shall stand.
- 8.5.7. Where a student submits evidence of mitigating circumstances the regulations are outlined in Section 11.
- 8.5.8. Where a student has failed a resit attempt they will be given the opportunity to retake the module, as defined in the section below.

#### 8.6. Retakes

- 8.6.1. A retake is the repeat of a module following failure at a previous attempt including failure due to Non Submission. Retakes normally involve re-enrolment, attendance, payment of tuition fee and completion of all elements of the module, and the submission of all assessments. They count towards the value of academic credit for which students must normally be registered in an academic year. The assessment mark(s) for a retake of a module is not capped. A Professional, and Regulatory Body may exclude module retakes.
- 8.6.2. If a student fails a retake module assessment at the first attempt, they are eligible for one capped resit, unless specified otherwise by the approved course regulations or the relevant Professional, and Regulatory Body.
- 8.6.3. The module retake mark will replace the mark from the first attempt. In the event of failure of the retake of the module, if the mark achieved for the original module attempt is the higher module mark, the higher mark, or best fail, will stand.
- 8.6.4. Where a retake is granted, the student must normally attempt the same module that they originally attempted.
- 8.6.6. If a student does not submit to the assessment for the retake, this will count as one failed attempt.
- 8.6.7. Transcripts shall not list the attempt and the retake but will be put on record .

# 8.7. Compensation

8.7.1. The Compensation regulation is not applied unless specified otherwise by the relevant Professional and Regulatory Body.

# 8.8. Progression Requirements

- 8.8.1. To progress from one level of study to the next, a student must meet all course and module requirements.
- 8.8.2. Where a student has passed all modules worth, the student may progress to the next Level of study if available.

#### 8.9. Failure to meet Progression Requirements

8.9.1. Where a student has failed a resit attempt in one module, the student may progress to the next Level with one retake in that module as approved by the Assessment Committee , unless specified otherwise by the relevant Professional, and Regulatory Body.

#### 8.10. Awards

- 8.10.1. Students are registered on a course of study leading to a specified award.
- 8.10.2. The title of the award that may be achieved by a student following an approved course of study at the institute. The combination of the modules which lead to a particular named award(s) will also be as per registered and completed course of study.
- 8.10.3. The title of the award achieved by students following assessments will be as per the accredited and enrolled course and to be awarded by external awarding bodies.
- 8.10.4. Awards are accompanied with unit achievements certificates. Full award is delivered to students completed all the units prescribed .
- 8,10.5 Awards are categorized by internal [attendance/ experience] or external award mode

#### 8.11. Credits and Named Awards

- 8.11.1. The naming of an award will depend on the combination of subjects studied and the specialisation. The naming of awards is determined by a minimum proportion of credits being taken in a particular field of study and the requirements specified at the point of validation.
- 8.11.2. The minimum requirements for the naming of awards are outlined in the framework and syllabus.

#### 8.10. Award Requirements

- 8.10.1. To be eligible for an full award, a student must:
  - a) meet the requirements for the course of study for which they are registered;
  - b) meet the requirements for the duration of the registration;
  - c) take the required total credit value for the award;
  - d) meet the minimum credit value at the level of the award;
  - e) meet the progression requirements at the end of each Level, and be in the final Level for the award;
  - f) meet the requirements for an Exit Award approved;
  - g) meet any other course-specific requirement as detailed in the course specification, course syllabus, terms and conditions or enrolment form and any other related regulatory requirements to the course.
- 8.10.3. A module previously counted towards an exit award cannot be included to contribute towards a new qualification.

# 8.11. Requirements for an Exit Award of Certificate of Achievement at any Level

8.11.1. Certificate of Achievement at any Level is not offered except on successful completion of the completed unit

# 8.12. Requirements for an Award of Certificate of Personal and Professional Development

8.12.1. Certificate of Achievement of personal development at any Level is not offered except as may be decided by the external awarding body

# 8.13. Requirements for an Award of Certificate

8.13.1. All prescribed units at each level must be successfully completed and achieved

#### 8.14. Requirements for an Award of Diploma

8.14.1. To be eligible for the Diploma, a student must:

All prescribed units at each level must be successfully completed and achieved

# 8.15. Aegrotat Awards

8.15.1. All prescribed units at each level must be successfully completed and achieved

for the prescribed award. No aegrotat award is available unless decided by the examination bodies

# 8.16. Posthumous Awards

8.16.1. An Award examination awarding body may make a posthumous award to a student who dies prior to being able to complete their course of study, or to a student who dies before their completed award can be conferred. All queries to be addressed to the external examination bodies and the decision shall be final.

#### See assessment policy

#### Section 9 – Assessment Committee

#### 9.1. Purpose of Assessment Committee

- 9.1.1. Assessment Committee operate on the authority of the Academic Committee and ensure that the following functions are carried out to maintain academic standards:
  - a) with reference to the Institute's commitment to equality and diversity to consider all matters relating to the assessment and award of individual students;
  - b) to assure the academic standards of all courses leading to a Institute offering courses and external award;
  - c) to determine accurate and fair marks for individual students and apply professional judgement as to the appropriateness of any moderation or mitigation by taking into account the circumstances of students and the judgements made by assessors;
  - d) to determine whether students are required to be re-assessed, progress or receive an award with approval of the external awarding bodies.
  - e) And with the contribution from External Examiners, to analyse the performance of students within and across academic courses, with a view to ensuring academic standards are consistent across the Institute and comparable to standards in framework
- 9.1.2. Assessment Committee for students studying with the Institute within an academic partnership arrangement follow the same principles as those stated above, and operate under the same conventions and regulations as those stated in the Academic Regulations, unless special regulations exemptions have been approved.
- 9.1.3. Assessment Committee consist of Institute staff and External Examiners only. The sole exception will be for Assessment Committee for Academic Partnerships, where representatives of a partner institution are required to attend

#### .9.2. Responsibilities of the Chair of Assessment Committee

- 9.2.1. The Chair of the Committee will be responsible for:
  - a) ensuring that the Committee proceeds only in accordance with membership requirements;
  - b) ensuring that the regulations are available for reference;
  - c) ensuring that the Committee is conducted in accordance with the regulations;
  - d) seeking the views of the External Examiner;
  - e) ensuring that the marks are approved by the External Examiner;
  - f) checking and approving the minutes and matrices of student marks as an accurate record;
  - g) taking action in respect of all students.
- 9.2.2. Under the agenda item "Overview of results and performance indicators", the

Committee should consider the following:

- a) achievement;
- b) withdrawal;

- c) patterns of performance;
- d) comparison of results with those from the previous year;
- e) comparison across modules;
- f) identification of any areas for concern;
- g) identification of topics for discussion at Annual Course/Module Review;
- h) actions or further investigations required.

# 9.3. Responsibilities of the Secretary to Assessment Committee within the Assessment Process

- 9.3.1. The Secretary to the Assessment Committee will be responsible for:
  - a) ensuring that there is a complete and accurate record of all marks for External Examiners;
  - b) ensuring that papers and matrices of student marks are ready for Assessment Committee meetings;
  - c) ensuring that the current regulations are available to the Committee ;
  - d) ensuring that full lists of module marks are completed promptly after Module Assessment Committee meetings;
  - e) Recording proceedings and minutes of the Assessment Committee and recording approved marks and academic decision outcomes.

# 9.4. Responsibilities of the Head of Institute within the Assessment Processes

- 9.4.1. The Head of Institute is responsible for:
  - a) ensuring that draft examination papers if any and assessment briefs are properly approved by the External Examiner before being finalised;
  - b) ensuring that resit and retake papers and assessment briefs are set;
  - c) ensuring that marking is completed in time for the External Examiners to comment and provide feedback to the appropriate Assessment Committee .

#### 9.5. Responsibilities of Course and Module trainers

- 9.5.1. Course and Module trainers are members of the Assessment Committee .
- 9.5.2. The duties of Course and Module trainers are:
  - a) to be responsible for the setting and marking of the assessments of the module for which they are responsible;
  - b) attending Assessment Committee , as listed in the Membership section, and to participate in decision making;
  - c) presenting the results of modules to the Assessment Committee ;
  - d) commenting on factors related to the modules for which they are responsible, for example levels of performance, or any problems with the examination/assessment briefs;
  - e) overseeing the accuracy of the matrices of student marks;

f) responding to queries on individual students, marking, or other relevant matters.

#### 9.6. External Examiners

- 9.6.1. External Examiners are appointed by the External Awarding body , or its delegated authority, in accordance with the approved processes Section 6 External Examiners.
- 9.6.2. External Examiners are required to be full members of the appropriate Module Assessment Committee , and Award Committee .
- 9.6.3. The duties of External Examiners are fully specified Section 6 External Examiners; key duties include:
  - a) to comment on the standards of achievement of students, in relation to the Institute standards and comparability in the external awarding body guide.;
  - b) to comment on the assessments, the extent to which the assessments cover the syllabus, and whether they enable students to demonstrate achievement of the learning outcomes;
  - c) to approve all levels of assignment briefs including examination papers if any , and resit and retake papers, marking schemes, assessment criteria and model answers;
  - d) to comment on proposed curriculum changes, and proposed changes to assessment methods;
  - e) to confirm whether or not the standard of marking is satisfactory by scrutinising a sample of assessed work for each module;
  - f) to make known any causes for concern in relation to academic standards;
  - g) exceptionally, upon written request of the Head of Institute , to provide independent opinion where there is a significant, unresolved difference between markers;
  - h) to advise the Assessment Committee on appropriate actions where the marks for a module are significantly outside the expected norm;
  - i) to attend meetings of the Assessment Committee , and to participate fully in decision making;
  - j) to endorse decisions on the results and recommendations for the external awards;
  - k) to submit a full written report annually or as requested ;
  - I) to meet with the students in practice where there is a requirement by the relevant Professional, and Regulatory Body;
  - m) External Examiners do not have the authority to unilaterally change marks;
  - n) to abide by the Quality Handbook, Section 6 External Examiners and their contact with the external awarding bodies;
  - o) to ensure Assessment Committee are conducted according to approved processes.
- 9.7. Managing exceptional External Examiner absence from Assessment Committee

- 9.7.1. Assessment Committee can take place in the absence of an External Examiner if the following mitigating actions are taken. These actions are ranked in the order of relevance:
  - a) a substitute External Examiner from a cognate area is asked to attend;
  - b) the External Examiner attends by remote access e.g. online or by telephone;
  - c) a substitute External Examiner from a non-cognate area is asked to attend;
  - d) provided that the External Examiner has previously reviewed the students' work, the Institute Registrar or authorised designate attends the Committee in order to provide an element of externality to oversee the procedural elements of the Assessment Committee only;
  - e) in the unlikely case where the External Examiner has not reviewed the students' work, the Institute Registrar or designate attends the Committee in order to provide an element of externality to oversee the procedural elements of the Assessment Committee only. The External Examiner then ratifies the students' work at a later date to avoid cancellation/postponement of the Committee ; ratification will be undertaken via the Chair's Action.

# 9.8. Pre-Committee

- 9.8.1. It is mandatory for all Institute to organise Pre-Committee meetings for the following Assessment Committee :
  - a) Module Assessment Committee ;
  - b) Student Progress Committee ;
  - c) Award Committee ;
  - d) Joint Assessment Committee ;
  - e) Resit Committee .
- 9.8.2. Pre-Committee are internal Committee and are used to:
  - a) ensure that all marks have been correctly recorded;
  - b) ensure that all paperwork is in order before the Assessment Committee ;
  - c) note that mitigating circumstances may apply.

#### 9.9. Module Assessment Committee

- 9.9.1. The Module Assessment Committee is responsible for determining the assessment results for all modules within its remit.
- 9.9.2. The Module Assessment Committee should use the meetings with its External Examiner(s) to assess comparability of standards and achievements in the subject from year to year and across the whole range of modules.
- 9.9.3. A Module Assessment Committee is required to:
  - a) ratify the results of all assessment and examination of modules, including performance in supervised work experience;
  - b) ensure that the marks and the recommendations for re-assessment are recorded accurately;
  - c) ensure that the External Examiner(s) are fully involved with its deliberations;
  - d) receive, and apply mitigation decisions made by the Mitigation Panel(s);

- e) receive and apply academic offences decisions made by the Academic Offences Panel(s);
- f) ensure that any matters of policy which arise from its deliberations are referred to the Institute Committee .
- 9.9.4. In exceptional circumstances, where the Module Assessment Committee is in possession of information affecting the performance of an individual student or a whole module cohort, it can exercise discretion in regard to the agreed marks in conjunction with the External Examiner, the Institute Registrar and Institute Secretary. In such cases, the Module Assessment Committee must ensure that the outcome is reported to the Chair of the Academic Committee or its relevant delegated authority.

#### 9.10. Membership of Module Assessment Committee

- 9.10.1. The membership of each Module Assessment Committee is:
  - a) Head of Subject (or authorised designate) as Chair;
  - b) Module Leader, or authorised designate, for each module;
  - c) in the case of any Level the External Examiners for the subject area;
  - d) a representative of a partner institution, where applicable;
  - e) Course Leader;
  - f) in attendance a member of the administration team who will act as Secretary to the Committee .
- 9.10.2. The following attendees must be present:
  - a) the Chair shall normally be the Head of Subject. The Head of Institute may authorise experienced academics to act as designate Chairs in exceptional cases. All Chairs and authorised designates must have completed the annual mandatory training;
  - b) the Chair cannot act as a designate for a Module Leader;
  - c) at least one External Examiner ;
  - d) Moduletrainers : in the absence of the Module Leader, the Course Leader or Head of Subject who has been fully briefed about each module. Where the Chair is the Module Leader for the module being considered by the Committee , they should step aside and permit an alternative designated Chair to oversee the proceedings for that module.

# 9.11. Student Progress Committee

- 9.11.1. The Student Progress Committee is responsible for checking and approving student progression from one academic Level to the next.
- 9.11.2. The Institute Committee will determine the schedule of Student Progress Committee and the courses to be considered.

progress Committee is to check student progression mid-year and identify those who are failing or not submitting to assessment.

- 9.11.4. The Student Progress Committee will:
  - a) consider all continuing students and confirm their right to progress where relevant; (not applicable to an interim Student Progress Committee );
  - consider all continuing students who have not achieved the amount of credit appropriate to their level of study and agree actions to support students who may be considered at risk of non-progression;
  - c) recommend to the Award Committee a suggested exit award for any students who have withdrawn, or those whom the Institute has withdrawn;
  - d) receive, apply and record decisions from the Academic Offences Panel(s);
  - e) determine the next study pattern for individual students seeking an alternative route to a named award and recommend to the Award Committee the title of the award to be conferred in accordance with the regulations.
- 9.11.5. In the case of an upheld Appeal, the Student Progress Committee may be asked to reconsider its decision, this is normally by Chair's Action.

#### 9.10. Membership of Student Progress Committee

- 9.10.1. The membership of each Student Progress Committee is:
  - a) Head of Institute (or authorised designate) as Chair;
  - b) Course Leader: in the absence of the Course Leader, an alternative Course Leader or Head of Subject who has been fully briefed about each course;
  - c) a representative of a partner institution, where applicable;
  - d) in attendance a member of the administration team who acts as Secretary to the Committee .
- 9.10.2. The following attendees **must** be present:
  - a) the Chair shall normally be the Head of Institute . The Head of Institute may authorise experienced academics to act as designate Chairs in exceptional cases. All Chairs and authorised designates must have completed the annual mandatory training;
  - b) the Chair cannot act as a designate for a Course Leader;
  - c) a Course Leader: in the absence of the Course Leader, the Head of Subject or alternative Course Leader who has been fully briefed about each course. Where the Chair is the Course Leader for the course being considered by the Committee, they should step aside and permit an alternative designated Chair to oversee the proceedings for that course.

# 9.11. Joint Assessment Committee

9.11.1. A Joint Assessment Committee is a Committee at which both module and course outcomes are considered. The Joint Assessment Committee will first convene as a

Module Assessment Committee , then as a Student Progress Committee and/or Award Committee , as appropriate.

- 9.11.2. When a course comprises modules that are not taught on any other courseof study within the Institute or for courses of study at academic partnerships, it may be best practice to hold the Module Assessment Committee , Student Progress Committee and/or Award Committee on the same day.
- 9.11.3. The Institute Committee will determine the timings of the Joint Assessment Committee, together with the academic courses to be considered. A Joint Assessment Committee may meet in more than one session with a variable membership to cover the range and volume of results to be considered.
- 9.11.4. The Joint Assessment Committee will initially convene as a Module Assessment Committee as outlined in section 11.9. Marks established as correct at this time cannot be changed. The Joint Assessment Committee will then convene as an Award Committee as outlined in section 11.16. The Joint Assessment Committee may then convene as a Student Progress Committee as outlined in section 11.11.
- 9.11.5. In all cases the Chair shall preside over all elements of the Joint Assessment Committee .
- 9.11.6. The final list of marks will be signed by the Chair of the Joint Assessment Committee and, where appropriate, External Examiner(s).

# 9.12. Membership of Joint Assessment Committee

9.12.1. The membership requirements for the Module Assessment Committee , Student Progress Committee and Award Committee shall apply to the relevant elements of the Joint Assessment Committee .

#### 9.15. Resit Committee

- 9.15.1. A Resit Committee is a Joint Assessment Committee at which both module and course outcomes are considered, focussing on resit results. The Resit Committee will first convene as a Module Assessment Committee , then as a Student Progress Committee and/or Award Committee , as appropriate.
- 9.15.2. The Institute Committee will determine the schedule of Resit Committee and the courses to be considered.

#### 9.16. Award Committee

- 9.16.1. The Institute Committee will determine the schedule of Award Committee and the courses to be considered if any .
- 9.16.2. The Committee will:
  - a) consider the results of all assessment to make decisions on awards to be conferred in accordance with the approved regulations and the relevant policies of the Academic Committee ;
  - b) confirm that the awards conferred meet the requirements of external accreditation bodies;

- c) make decisions on the final award to be conferred for exit awards for any students who have withdrawn, and/or any whom the Institute /College has withdrawn;
- d) ensure that External Examiners are fully involved with its deliberations;
- e) in the case of an upheld Appeal, the Award Committee may be asked to reconsider its decision, this is normally by Chair's Action.

#### 9.17. Membership of Award Committee

- 9.17.1. The membership of each Award Committee is:
  - a) Head of Institute (or Head of Subject who has been fully briefed about each course) as Chair;
  - b) Course Leader or authorised designate of each course within the remit of the Committee ;
  - c) Head of Subject, or authorised designate who has been fully briefed, responsible for modules which contribute significantly to the courses under consideration;
  - d) External Examiner(s);
  - e) representative of an academic partner institution, where appropriate;
  - f) in attendance a member of the administration team who will act as Secretary to the Committee .

#### 9.17.2. The following attendees **must** be present:

- a) the Chair shall normally be the Head of Institute . The Head of Institute may authorise experienced academics to act as designate Chairs in exceptional cases. All Chairs and authorised designates must have completed the annual mandatory training;
- b) the Chair cannot act as a designate for a Course Leader;
- c) at least one External Examiner;
- d) Course Leader or authorised designate for each award being considered;
- e) in attendance a member of the administration team who will act as Secretary to the Committee .
- 9.17.3. The following are excluded from formal membership of Committee but shall be entitled to attend and speak and to receive agenda items and minutes on request:
  - a) the Manager (or authorised nominee);
  - b) the Head of Quality Assurance and Academic Policy (or authorised nominee);
  - c) the Institute Secretary (or authorised nominee).

#### Section 10 – Academic Offences

#### 10.1. Academic Offences Principles

- 10.1.1. The Academic Offences regulations will be used to deal with any cases of academic misconduct including examination offences, plagiarism and other means of cheating to obtain an advantage.
- 10.1.2. Offences relating to an invigilated examination, coursework or other assessment include:
  - a) Research misconduct;
  - b) purchasing and selling of work;
  - c) fabrication of experimental results, research or other investigative work;
  - d) failure to gain prior ethical approval;
  - e) plagiarism;
  - f) unauthorised access to an examination paper before an examination;
  - g) forgery;
  - h) removal of a question paper, answer script or other examination stationery from an examination venue or any other Institute premises;
  - i) causing a disturbance during an examination;
  - refusal to cooperate with an invigilator or to follow an invigilator's instructions;
  - k) possession of unauthorised materials whilst under examination conditions, or leaving unauthorised material in an examination venue (including toilets);
  - I) access to, possession of or use of unauthorised material on, a computer, mobile telephone, or other electronic device during an examination;
  - m) communicating with another candidate while under examination conditions;
  - n) copying, or attempting to copy, the work of another candidate;
  - o) having writing on the body in an examination venue;
  - p) impersonation of another student in an examination or assessment, or the employment of an impersonator in an examination or assessment;
  - q) the fraudulent reporting of source material;
  - r) the fraudulent reporting of experimental results, research or other investigative work;
  - s) collusion in the preparation or production of submitted work, unless such joint or group work is explicitly permitted;
  - t) use, or attempted use, of ghost writing services for any part of an assessment;
  - u) submission of work, or sections of work, for assessment in more than one module or assessment (including work previously submitted for assessment at another institution);
  - v) all other forms of cheating.

# 10.2. Plagiarism

10.2.1. The Institute defines plagiarism as the practice of taking someone else's work and/or ideas and passing it/them off as their own. It is also, where a student represents someone else's work as their own irrespective of whether this was intended. Close paraphrasing, without adequate attribution; copying from the work of another person, including another student; using the ideas of another person without proper acknowledgement, all constitute examples of plagiarism. In addition, where a student re-uses work, whether in part or in whole that they have previously submitted for graded assessment – at the Institute or another institution - without properly referencing themselves (known as 'self- plagiarism') shall also constitute plagiarism.

# 10.3. Poor Academic Practice

10.3.1. This can only be applied to students in their first semester of study at the Institute. Where the Course Leader, or authorised nominee, determines that the first offence is due to poor academic practice\*, the following course of action shall apply:

> \*poor academic practice - this is where a first academic offence has been committed due to lack of knowledge of academic writing. This is also to be used where plagiarism has been identified as resulting from a lack of understanding and poor academic practice.

- a) advise the student to obtain further support and guidance in referencing skills and;
- require the student to resubmit a corrected version of the element of assessment within five working days following the meeting with the maximum mark uncapped, (except where a cap has already been applied);
- c) ensure that a letter will be retained on the student's file to this effect for the period of one year, or where it is longer, for the duration of that level of study.
- 10.3.2. Poor Academic Practice cases will normally be concluded within **10 working days** of the receipt of the case and will be dealt with internally by the Course Leader, or authorised nominee within the Institute /College. Where a student commits a further offence this should be considered as a Minor Offence or a Major Offence depending on the level of severity.

# 10.4. Severity of Academic Offences

- 10.4.1. Academic Offences shall be dealt with according to the severity of the offence as follows:
  - a) **Minor Offence** includes first offence of plagiarism, or other minor offence resulting from negligence or intent, where a student attempted to acknowledge their sources and/or comply with the regulations for assessment, but a minor oversight or error has given cause for concern, and the student could benefit from further academic advice and referral for support.
  - b) Major Offence includes subsequent Minor Offences of plagiarism, all examination offences and all other serious offences, all of which require referral to the Institute Registrar for further investigation by the Academic Offences Panel.
- 10.4.2. In the case of a proven academic offence with a penalty requiring the resubmission of assessment, the resubmission must take place at the earliest opportunity during the current academic year and/or by the deadline set by the Institute .

- 10.4.3. Where a student does not resubmit, a mark of 0 shall be given for the assessment.
- 10.4.4. All Academic Offences and outcomes must be reported to Academic Registry, where all student records are maintained.

#### 10.5. Minor Offence

- 10.5.1. A student suspected of committing a minor academic offence shall be invited to attend an interview with the Head of Subject, or authorised nominee, and shall be given copies of all evidence submitted in support of the allegation.
- 10.5.2. Notice of **five working days** will be given to the student of the interview date, time and venue.
- 10.5.3. Students should contact the Head of Subject, or authorised nominee, within **five working days** of notification of the allegation to make alternative arrangements if they are unable to make the original proposed date. If the student is unable to attend the next arranged date, the interview will proceed in their absence.
- 10.5.4. Where a student fails to attend or make alternative arrangements, the investigation will proceed in the absence of the student, and consideration will be given to the documentation available.
- 10.5.5. A student may be accompanied to the interview by a friend or Students' representative. Under no circumstances may the student have legal representation or be represented by an external organisation.
- 10.5.6. All interviews will be conducted according to the standard procedures issued by Academic Registry.
- 10.5.7. As part of an interview, if the case warrants it, a student may be tested on subject knowledge by an oral examination. The oral examination shall be conducted by two members of academic staff with knowledge of the subject who will submit a report to the Head of Subject.
  - 10.5.8. Where a **Minor Offence is proven**, the Head of Subject or authorised nominee, will ensure that one of the following penalties will be applied:
    - a) where the Head of Subject, or authorised nominee considers the offence to be Poor Academic Practice, those related penalties will apply.
    - b) require the student to resubmit the relevant element(s) of assessment by a specified deadline with the maximum element mark capped at the pass mark; and impose a formal reprimand to be retained on the student's file for the duration of the course of study. If the resubmitted work incurs further academic offence allegations, the case will be referred to a Major Academic Offences Panel.
- 10.5.9. All Minor Offence cases referred to the Head of Subject, or authorised nominee, will normally be concluded within **20 working days** of the receipt of the case and will be dealt with internally by the Institute .
- 10.5.10. Where the Head of Subject, or authorised nominee, determines following the interview, that there is evidence of an academic offence in an assessment that cannot be dealt with as a Minor Offence, the Head of Subject, or authorised nominee, will refer the case as a Major Offence **within five working days** to the Institute Registrar or authorised designate, who shall be responsible for investigating the case.

# 10.6. Major Offence

- 10.6.1. Invigilators, assessors or Moduletrainers who suspect a student of committing an academic offence in an **examination** shall **immediately** inform the Institute Registrar, or their authorised nominee, who shall be responsible for investigating the allegation as a Major Offence.
- 10.6.2. Where a member of staff suspects that a Major Offence has been committed as part of any **assessment**, the Module Leader or assessor shall **immediately** notify the Head of Subject or authorised nominee. This should be referred to the Institute Registrar or authorised designate where it is a Major Offence within five working days.
- 10.6.3. A student accused of committing a Major Offence shall be invited to an Academic Offences Panel investigation by the Institute Registrar or authorised designate and shall be given copies of all evidence submitted in support of the allegation.
- 10.6.4. An Academic Offences Panel shall be convened with responsibility for determining whether assessment related offences have been committed and will determine penalties, where applicable.
- 10.6.5. Notice of a minimum of **five working days** will be given to the student of the Academic Offences Panel investigation date, time and venue.
- 10.6.6. A student may be accompanied to the Academic Offences Panel investigation by a friend or Students representative. Under no circumstances may the student have legal representation or be represented by an external organisation.
- 10.6.7. As part of an investigation, a student may be tested on subject knowledge by an oral examination. In such cases, the oral examination shall be conducted by a minimum of two academic staff, with knowledge of the subject, who shall submit a report to the Academic Offences Panel.
- 10.6.8. Students should contact the Institute Registrar or authorised designate within **five working days** of notification of the allegation to make alternative arrangements if they are unable to make the original proposed date. If the student is unable to attend the next arranged date, the Academic Offences Panel will proceed in their absence.
- 10.6.9. The Academic Offences Panel investigation should proceed where a student fails to attend or make alternative arrangements, and the Panel will consider the case in the absence of the student and make a decision on the documentation available.
- 10.6.10. On completion of the Academic Offences Panel investigation, the Institute Registrar or authorised designate shall notify the student of the outcome of the case.
- 10.6.11. The Academic Offences Panel shall comprise:
  - a) a member of academic staff who is a trained Chair, appointed by the authority of the Manager . If for any reason the Chair is unable to act, the Manager or authorised nominee shall appoint an alternative Chair;
  - b) a member of academic staff from the same Institute to that of the student;
  - c) a member of academic staff from a different Institute to that of the student;
  - d) in attendance, an authorised nominee from Academic Registry to act as Secretary to the Panel.

- 10.6.10. The Academic Offences Panel shall have the authority to act in cases where a student admits or does not deny an offence.
- 10.6.11. The Secretary is responsible for advising the Academic Offences Panel on the Academic Regulations. In the event of the Panel being divided over a decision to be taken, the Chair shall have a second and casting vote to determine the decision.
- 10.6.12. If it is determined that a Major Offence has been committed, the student's file/record will be made available to the Panel at this stage along with the student's transcript. In arriving at a decision on penalties to be applied, the Panel will take account of any previous offences on record and shall impose the penalties on an individual basis; in cases involving a group of students, each individual will be considered separately.
- 10.6.15. If during the course of the Academic Offences Panel investigation, evidence of further academic offences is revealed, the penalties will also apply to those modules affected.
- 10.6.16. In deciding the appropriate formal penalty, the Academic Offences Panel will consider the following criteria, as supported by the necessary evidence:
  - a) Premeditation in order to gain an unfair advantage.
  - b) Intention in order to gain an unfair advantage.
  - c) Acting for financial gain.
  - d) Abusing a position of trust.
  - e) Previously proven allegations.
- 10.6.17. Where a **Major Offence is** proven, the Academic Offences Panel shall impose a formal reprimand to be retained on the student's file for the duration of the course of study and one of the following penalties for each module for which an academic offence is found to have been committed:
  - a) where the Panel considered the offence to be a Minor Offence or poor academic practice, those related penalties will apply.
  - b) failure (a mark of 0) in the element(s) of assessment in which the offence occurred, with the maximum mark of the resubmission element capped at the pass mark;
  - c) failure (a mark of 0) in the module of which the assessment forms a part, with the maximum module mark on any resit of the module capped at the pass mark; If the assessment is a resit attempt, the student will be required to retake the module, and the module will be capped at the pass mark;
    d) discontinuation of studies at the Institute.
- 10.6.18. The outcome of all cases shall be confirmed to the student in writing.
- 10.6.19. All Major Offence cases will normally be concluded within **20 working days** of the receipt of the case referral from the Institute /College, and will be dealt with by the Institute Registrar or authorised designate. The total time to conclude a Major Offence case is normally **25 working days**.

# 10.7. Appeals

10.7.1. A student may appeal in accordance with the Appeal Regulations (see Section

# Section 11 – Exceptional Circumstances

#### **Provisions for Exceptional Circumstances**

#### 11.1. Exceptional Circumstances Explanation

- 11.1.1. The Institute recognises that there are times when students will encounter difficulties during their course of study and provisions are made as outlined in this section. In all cases, students should seek academic advice as soon as possible. Penalties may be applied to students' marks where students fail to meet agreed submission deadlines (see section 6.3 Penalties for Late Submission of Assessment) and they have not taken one of the following courses of action:
  - a) in the first instance, students should self-certify where they are unable to meet the deadline for an assessment (including formal examinations);
  - b) where students have not self-certified in advance, in the event of failure, they may apply for evidenced mitigating circumstances to be considered;
  - c) in serious cases students may need to defer their studies for a semester or up to two years;
  - d) where a student is unable to complete their course of study within their period of registration they may need to withdraw from the Institute;
  - e) a student may consider at a later date to reapply to study at the Institute.

# 11.2. Extensions

- 11.2.1. Where a student has good reason to require an extension to a deadline for coursework submission, this must be addressed via the self-certification mitigation regulations. See 11.3 below.
- 11.2.2. The self-certification application must be made **prior to the original submission deadline** and the work then submitted as soon as possible, up to 10 working days after the deadline, and prior to the Assessment Committee meeting. Where this process is followed, the work submitted late will be graded with an uncapped mark.
- 11.2.3. For all dissertations/capstone project modules the work must be submitted no later than one month after the deadline and the late submission may result in a delay to graduation.

#### 11.3. Mitigating Circumstances

- 11.3.1. Mitigating circumstances are circumstances that are outside a student's control which may negatively impact a student's ability to undertake or complete any assessment, such that the assessment submitted would not be a true reflection of the student's capabilities in normal circumstances.
- 11.3.2. Such circumstances may include the following:
  - a) physical or mental ill-health;
  - b) severe financial hardship;
  - c) emotional/personal difficulties e.g. bereavement;
  - d) disability i.e. where the student's disability comes to light for the first time at assessment;
  - e) unavoidable absence from the Institute e.g. unforeseen requirements of employer;

- f) unavoidable absence from domicile e.g. eviction;
- g) loss of immigration status;
- h) jury service;
- i) other serious circumstances which could not be foreseen by the student or serious circumstances beyond the control of the student.

Note: The above examples are for illustration only and not intended to be definitive or exhaustive.

- 11.3.3. Students are responsible for submitting their assessments on time, presenting themselves for assessment and examinations at the appropriate times and venues, and submitting relevant information on mitigating circumstances where required.
- 11.3.4. Where mitigation is requested, the student is responsible for seeking academic advice and for considering the impact of the mitigation on their overall assessment load and on their progression through the course of study.
- 11.3.5. The application of mitigation may be restricted to meet Professional, Statrainer y or Regulatory Body requirements.

#### 11.4. How to Submit Mitigation before the Assessment Deadline

- 11.4.1. Where a student considers that they may fail a coursework assessment, they must self-certify mitigating circumstances in writing, using the Mitigation Form, before the due date of the assessment.
- 11.4.2. If the circumstances are not known in advance, mitigating circumstances must normally be self-certified **no more than ten working days** after the assessment due date and prior to the Assessment Committee .
- 11.4.3. Where the work cannot be completed in time due to the circumstances, the student must self-certify for mitigation with the expectation that their assessment will take place at the next available opportunity. The requirements will be communicated to them in writing, following the Assessment Committee .
- 11.4.4. In exceptional circumstances, where a student is unable to present their own mitigation self-certification, the student may give permission in writing for a member of Institute staff, or Students' representative, to certify mitigation on their behalf.
- 11.4.5. Certification by other students cannot be made on behalf of a student.

#### 11.5. Mitigation for an Examination or Timetabled Assessment

- 11.5.1. A student who is unwell and is unable to sit an examination, must normally self-certify mitigating circumstances on or before the attendance date of the examination.
- 11.5.2. Where a student is taken ill during a timetabled assessment such as an

examination the student must self-certify mitigating circumstances within ten working

days.

# 11.6. Late Mitigation

11.6.1. Late mitigation is a request for mitigation after the Assessment Committee has met and results are confirmed. It is only permitted where a student has failed an assessment or examination.

- 11.6.2. Self-certification is not permitted for late mitigations. A written request for mitigating circumstances must be submitted, accompanied by documentary evidence.
- 11.6.3. Late mitigation will not be accepted where a pass mark has been achieved, unless a professional body requires a higher threshold of achievement than a pass.

# 11.7. Evidence to Support Late Mitigation Applications

- 11.7.1. Where a student cites medical evidence in support of their application, they must present certification by a registered healthcare practitioner. Such evidence must be directly relevant to the circumstances in order to be considered appropriate for the claim.
- 11.7.2. Applications relating to personal circumstances must also be documented, and supported by appropriate independent professional statements.. Any costs incurred in supplying evidence are the responsibility of the student.
- 11.7.3. The Institute reserves the right to contact any person named in an application for mitigation in order to seek clarification or further information to establish authenticity of the evidence provided. This is not done to remedy omissions in the completion of the documentation by the student, or to seek supporting evidence when not supplied.
- 11.7.4. Self-certification and/or parental letters will not be accepted; statements from personal trainer s or coursetrainers will be considered in exceptional circumstances, for example where evidence from an independent professional is not possible to obtain.

# 11.8. Mitigation Panel

- 11.8.1. All applications for late mitigation will be reviewed to ensure that they meet the criteria at 11.3.1 above. Where they meet the criteria, the mitigation will be granted. Those that do not clearly meet the criteria will be considered by a Mitigation Panel. The membership is:
  - a) a trained Chair, who should be a member of academic staff, appointed on the authority of the Manager , normally from a different Institute to that of the student being considered;
  - b) a minimum of two trained staff, either two academic staff or one academic and one senior member of Academic Registry.
- c) 11.8.2. The Course or Module Leader or Personal Trainer for the student shall not be a member of the Mitigation Panel.
- 11.8.3. The Panel will review the application and the evidence and come to a decision on whether the mitigation request is to be accepted or rejected.
- 11.8.4. Where evidence is pending, the Mitigation Panel may defer a decision, and authorise the Chair to act on their behalf without calling a further Panel.
- 11.8.5. When the mitigation decision is made, whether by a review or by a Panel, it will be notified to the Chair of the relevant Assessment Committee who will take Chair's Action to amend the grade denominators.

# 11.9. Outcome of the Mitigation Consideration

11.9.1. If the application is accepted, Assessment Committee are informed by the Panel to award an uncapped attempt in the affected module(s) or a further capped attempt, which shall be taken at the earliest available opportunity, in the case of coursework. The mark obtained at this attempt is recorded as final, unless the

overall original module or element mark achieved was higher than the mark achieved post-mitigation. This means that the highest module or element mark (best mark) shall stand. If the application is rejected, the original assessment mark shall stand.

- 11.9.2. Where a student is unable to progress between Levels, or complete their award requirements, and there are accepted mitigating circumstances, the assessment(s), can be taken earlier than the next available attempt at the discretion of the Head of Institute . The mark obtained at this attempt is recorded as final.
- 11.9.3. Where a student cannot meet their award requirements due to non-completion of assessment and there are accepted mitigating circumstances, a Mitigation Review may recommend to the Assessment Committee to award an uncapped resit of the assessment or retake in the affected module(s). The resit/retake shall be taken at the next available opportunity or earlier at the discretion of the Head of Institute . Any retakes as a result of mitigation will not be charged.
- 11.9.4. The successful outcomes from a Mitigation Panel is a re-attempt / resit / retake without penalty (uncapped).
- 11.9.5. If a student chooses not to take the re-attempt, the original mark will stand.
- 11.9.6. If the student does not attempt the assessment, does not self-certify, and later submits late mitigation which is rejected, then the outcome is recorded as a Non Submission.
- 11.9.7. A student shall receive, in writing, the decision of the Mitigation Review to the Assessment Committee **within 10 working days** of the Mitigation Review meeting.

# 11.10. Appeal against the Mitigation Outcome Decision

# 11.10.1. The student may appeal against the recommendation of the Mitigation Panel under the Appeal Regulations – see Section 12.

#### 11.11. Deferral of Studies

- 11.11.1. Deferral of studies is where a student is unable to undertake or complete their semester or year of study, due to circumstances that are outside a student's control. A period of deferral is an agreed temporary postponement of studies. For example, where a student is unable to attend their module or course and/or submit for assessment and will not be able to submit at the next assessment point, this will be considered as a potential course deferral. Module deferrals are not allowed.
- 11.11.2. Circumstances that could be grounds for deferral shall be the same as those for mitigation and shall include the following:
  - a) physical or mental ill-health;
  - b) severe financial hardship;
  - c) emotional/personal difficulties, e.g. bereavement;
  - d) disability i.e. where student's disability comes to light for the first time at the assessment;
  - e) unavoidable absence from the Institute, e.g. requirements of employer;
  - f) unavoidable absence from domicile, e.g. eviction;
  - g) loss of immigration status;
  - h) other serious circumstances which could not be foreseen by the student.

Note: The above examples are for illustration only and not intended to be definitive or exhaustive.

- 11.11.3. The circumstances causing the deferral request, are regarded as confidential
- 11.11.4. The Institute may defer a student for the reasons listed in section 11.11.2 above.
- 11.11.5. Where a student is unable to attend their module and/or submit for assessment but will be able to submit at the next assessment point, these are covered by Mitigating Circumstances, see section 11.3 above.

#### 11.10. How to request a Deferral of Studies

- 11.10.1. Where a student wishes to defer their course of study, the request must first be considered by their Personal Trainer or Course Leader, who will establish whether deferral is the most appropriate option.
- 11.10.2. A student may defer their course of study at any time, with the following consequences:
  - a) the result for any module either pass or fail for which all assessments have been completed, will be retained;
  - b) the result for any module that has not been completed, for example, the student has submitted to Assessment 1 but not Assessment 2, will not be retained. The student shall re-register on that module on their return, however they will not be charged again for that module, and the assessments will not count as a retake, therefore will not be capped;
  - c) students must refer to Student Services for advice on the implications of deferral of their studies on their student loan and their finances;
  - d) where applicable: the relevant funding body or professional, statrainer y,
    - e) regulatory or governing body or other agencies, will be notified.
- 11.10.3. An international student may defer their studies but in most cases their visa will be curtailed and the student will have to return to their home country. A new visa application must be obtained in order for the student to return to study in the Mauritius.
- 11.10.4. A student may defer up to a maximum period totaling two calendar years, subject to the period of registration and/or any Professional, Statrainer y and Regulatory Body requirements.
- 11.10.5. Students who need to defer their course of study for a period of more than two calendar years shall be withdrawn and, where applicable, receive an exit award. These students may apply for to re-join the course. Students enrolled on courses under Professional, Statrainer y and Regulatory Body regulations should refer to their specific course regulations.
- 11.10.6. Where the request is approved, the Course Leader must ensure that a return date is agreed and the Deferral Form is completed. The form is sent to the Course Administrator for processing and submission to the Student Record and Data Team. If the student is subsequently unable to return on the agreed date, the student must notify their Course Leader.

#### 11.11. Explanation of Deferral and Withdrawal from Studies

- 11.11.1. When a student defers from their studies, it means they are taking time out from their course of study with the intention of re-joining their studies at the next available opportunity. While deferred, a student is still considered to be a student of the Institute for most purposes, but student loan funding/less fees payment if any is not usually available during periods of deferral.
- 11.11.2. When a student withdraws from their studies, it means that they are leaving their course of study completely, with no intention of returning at a later date. When a student has withdrawn, they will no longer be considered a student of the Institute, and if they consider at a later date to reapply to study at the Institute, they must apply via the recognition of prior learning route.

# 11.12. Withdrawal

- 11.12.1. A student may be withdrawn from the course of study before completion under the following processes:
  - a) Student-initiated withdrawal;
  - b) Institute-initiated withdrawal.

# 11.15. Student-Initiated Withdrawal

11.15.1. A student wishing to withdraw must complete and sign the withdrawal form or otherwise clearly communicate in writing either by letter or by email, their intention to withdraw from their course of study.

# 11.16. Institute-Initiated Withdrawal

- 11.16.1. The Institute may withdraw a student for a range of reasons. These include (but are not limited to):
  - a) failure to progress (withdrawal on academic grounds);
  - b) non-attendance, where this is a course requirement;
  - c) failure to return from a period of deferral;
  - loss of employment, where this is a requirement for the course of study and in particular for those studying a Degree Apprenticeship as set out in the Terms and Conditions, or detailed in the Commitment Statement or in the enrolment form
  - e) expiration of the maximum registration period;
  - f) following the outcome of student disciplinary procedures;
  - g) failure to (re-) enrol;
  - h) non-payment of tuition fees;
  - i) breaching the conditions of their immigration visa.

Note: The above examples are for illustration only and not intended to be definitive or exhaustive.

- 11.16.2. The decision to withdraw a student will be based on evidence in one or more of the above categories, and will be considered by the Head of Institute and will be notified to the Chair of the Assessment Committee
- 11.16.3. Before a withdrawal is considered, the student concerned will be contacted and given advice by their Personal Trainer or Course Leader with a view to achieving the best possible outcome academically and personally for the

student. The Chair of the Assessment Committee (or their authorised nominee, normally the Course Leader) must, give the student a formal, written warning of withdrawal and a specified period in which to respond before terminating their registration on the course of study.

11.16.4. As an integral part of the process, the student must be referred to Student Services for advice on any financial implications of withdrawing from their course of study.

# 11.17. Consequences of Withdrawal

- 11.17.1. A student is withdrawn from their course of study with the following consequences:
  - a) termination of their registration and enrolment, and they shall no longer be a student of the Institute;
  - b) the Institute will duly process records with external bodies, where applicable, the relevant funding body or professional, regulatory or governing body or other agencies, will be notified. For the purpose of the student record, the date of withdrawal will be the same as the date the decision to withdraw is made, unless evidence is readily available to confirm an earlier date;
- c) students must then refer to Student Services for advice on the implications of withdrawal from their studies on their student loanif any and their finances.

**d)** 11.17.2. A student may appeal against the decision to withdraw him/her from a course of study, in accordance with the Appeal Regulations – see Section 12 below.

# Section 12 – Appeal Regulations

# 12.1. Appeal Process Overview

- 12.1.1. The Manager shall normally delegate authority for the operation of the appeal regulations to the Institute Secretary. The Manager may authorise a nominee to act where any person referred to in these regulations is unable to do so.
- 12.1.2. The appeal regulations provide a single process for students who wish to appeal against outcomes arising from the following procedures:
  - a) Assessment Committee decisions;
  - b) Research Examination Panels;
  - c) Academic Offences Regulations;
  - d) Withdrawals;
  - e) Mitigation;
  - f) Fitness to Practise;
  - g) Student Disciplinary Regulations.

# 12.2. Grounds for Appeal

- 12.2.1. A student may appeal on one or more of the following grounds:
  - a) procedural error: where the process leading to the decision being appealed against was not conducted in accordance with the Institute's procedure.

Procedural error shall include alleged administrative or clerical error, and bias in the operation of the procedure;

b) that exceptional circumstances, illness, or other relevant factors were not made known at the time for good reason\*, or were not properly taken into account.

\*Good reason - requires a student to demonstrate that circumstances beyond their control prevented the disclosure of the relevant facts at the appropriate time.

- 12.2.2. The following shall not be deemed legitimate grounds for appeal. Any appeal founded exclusively on one or more of these grounds shall be rejected automatically:
  - a) appeals against academic judgement, for example the mark awarded by examiners;
  - b) appeals based upon the informal assessment of a student's work by academic staff;
  - c) retrospective reporting of mitigating circumstances that might reasonably have been made known at the proper time;
  - d) marginal failure to attain a higher classification of award;

e) in the case of student disciplinary matters, the provision of an apology by a student for their actions;

- f) lack of awareness by a student of the relevant procedure or regulations;
- g) vexatious or frivolous appeals;
- h) where no fresh evidence is submitted or there has not been a material change of circumstances since the last decision on the matter.
- 12.2.3. In all cases, the original outcome of the appropriate Panel or Committee , which is the subject of the appeal, is final and not varied until and unless a successful appeal results in an alternative decision. For example, where a student is withdrawn due to academic failure, and the appeal is upheld, the student shall not be reinstated until the appeal process is complete.

# 12.3. Submitting an Appeal

- 12.3.1. A student must submit an appeal to the Institute Secretary in writing by completing the Appeal Form available on the Institute's office .The completed appeal form must detail the decision being appealed against, present the grounds on which the appeal is being made, and provide appropriate supporting evidence.
- 12.3.2. An appeal must be received **within 10 working days** of the formal notification of the decision being appealed against. This shall normally be the date given on the decision letter, or the official publication of results date. The Institute Secretary may exercise discretion to consider a late appeal where a student demonstrates good reason for the delay.
  - 12.3.3. Appropriate supporting evidence which supports the points made in the appeal must be submitted with the appeal or **within five working days** of submission.
- 12.3.4. The costs of an appeal incurred by the student will not be reclaimable, except in exceptional circumstances.

# 12.4. Actions on Receipt of an Appeal

- 12.4.1. On receipt of an appeal, the Institute Secretary, or authorised nominee, shall first determine if the appeal was submitted in time.
- 12.4.2. Where an appeal is determined to be out of time, the substance of an appeal shall not be considered; it will not be heard and a letter shall be issued to the student reflecting this decision.
- 12.4.3. Where an appeal is deemed to be submitted in time, the Institute Secretary, or authorised nominee, will be responsible for investigating the appeal. This will normally consist of reviewing the decision made under the previous procedure, reviewing all relevant documentation and, where appropriate, discussions with those responsible for the original decision. The outcome of this investigation will be referred to the Chair of the Appeal Panel.
- 12.4.4. The Chair of the Appeal Panel shall determine whether it should be upheld or rejected based on the grounds for appeal.
- 12.4.5. Where the Chair deems the case to be more complex it shall be referred to the Appeal Panel for consideration.
- 12.4.6. Where an Appeal Panel is required, the Institute Secretary, or authorised nominee, shall notify the student in writing **at least five working days** before the Appeal Panel meeting is due to take place and provide the student with:
  - a) details of the date, time and place of the Panel meeting and those who will be present;
  - b) a statement of the grounds upon which their appeal is to be considered;
  - c) a statement to the effect that new witnesses may be called in support of the grounds of appeal and the Institute has the right to call new witnesses on its behalf;
  - d) copies of any documents to be considered relating to the appeal;
  - e) a statement that the student may be accompanied to the appeal meeting by a friend or Students' representative. Under no circumstances may the student have legal representation or be represented by an external organisation.

#### 12.5. Appeal Panel Membership

- 12.5.1. The membership of the Appeal Panel is:
  - a Chair, appointed by the Manager for the relevant category of appeal. If for any reason the Chair is unable to act, the Manager shall appoint an alternative Chair;
  - b) a member of academic staff, normally from the same Institute ;
  - c) a member of academic staff, drawn from the membership of the Academic Committee ;
  - d) where the Appeal Panel is reviewing the outcomes from Fitness to Practise procedures, membership will include a registered practitioner from the relevant professional body instead of the second member of academic staff;
  - e) Secretary to the Panel, appointed by the Institute Secretary, who shall be present throughout the meeting of the Panel to record its deliberations and provide advice to the Panel with regard to the Institute Regulations. The Secretary shall not be involved in the decision making process.
- 12.5.2. Chairs of Appeal Panels shall be appointed by the Manager , or authorised nominee, normally for a term of three years or less.

- 12.5.3. Members of the Appeal Panel shall not have been involved in making the original decision being appealed against.
- 12.5.4. The Appeal Panel membership shall be individually constituted for each case or group of cases.

#### 12.6. Appeal Panel Procedure

- 12.6.1. All papers and proceedings shall be confidential.
- 12.6.2. If the student does not attend the appeal meeting, or contact the Secretary of the Appeals Panel to make alternate arrangements **within five working days** of notification of the Panel Meeting, the Appeal Panel shall make a decision in the absence of the student based on the documentation available.
- 12.6.3. The Appeal Panel meeting shall normally adopt the following format:
  - a) the members of the Panel shall be introduced to those present;
  - b) the student shall be asked to address the Appeal Panel regarding the appeal. The student's friend or representative may make this response if the student requests it;
  - c) the Appeal Panel members shall ask the student questions relevant to the case;
  - d) the Institute representative shall put forward the Institute's case;
  - e) the Appeal Panel shall ask the Institute representative questions relevant to the case;
  - f) witnesses may be called to the Appeal Panel where permitted by the Chair;
  - g) the student, and their friend, and the Institute representative may remain present throughout except for the Panel's deliberations;
  - h) the Appeal Panel shall consider its decision.
- 12.6.4. The Appeal Panel may determine:
  - a) to reject the appeal and uphold the original decision;
  - b) to refer the original decision back to the relevant body for reconsideration;
  - c) to uphold the appeal and refer to the Institute Registrar and Institute Secretary to apply an appropriate remedy.

# 12.7. Notification of Outcome of an Appeal

- 12.7.1. The Appeal Panel shall inform the student of its decision and the reasons for it **within three working days** of the meeting. The decision shall be confirmed in writing **within five working days** of the meeting.
- 12.7.2. The Institute will expedite the appeals procedures where circumstances

warrant swift action. These may include, but are not limited to:

- a) cases where the impact of the issues raised has detrimental consequences for the student's mental health or where the student displays significant stress;
- cases where external time limits apply e.g. in meeting regulatory requirements for the completion of professional courses, including cases where students have been withdrawn from their course of study.

12.7.3. A student shall normally be notified of the outcome of their appeal **within 90 calendar days** of the date of submission of their appeal. Any expected delays beyond the 90 days will be notified to the student.

# 12.8. Actions where an Appeal is Upheld

12.8.1. Where an appeal is upheld, the Institute Secretary will refer to the Institute Registrar for appropriate remedial action to be taken, relevant to the decision of the Appeal Panel.

12.8.2. Where an appeal is upheld, the student will be informed that they may request a Completion of Procedures (COP) letter confirming their right of referral to the Office of the authority see section 12.10 below.

# 12.9. Actions where an Appeal is Not Upheld

- 12.9.1. Where an appeal is not upheld by the Chair or by the Appeal Panel, the student has the right to request an Appeal Review by the Institute Secretary, or authorised nominee, provided the Appeal Review request was made within 10 days of the original Appeal Panel decision.
- 12.9.2. The Institute Secretary, or authorised nominee, shall review the original appeal and all the documentation relating to the case within 20 days of the request for the Appeal Review.
- 12.9.3. The Institute Secretary shall either uphold or dismiss the Appeal Panel's decision.
- 12.9.4. Where the Institute Secretary dismisses the Appeal Panel's original decision, the Institute Secretary may:
  - a) refer the original decision back to the relevant Panel or Committee for reconsideration;
  - b) refer to the Regulatory Casework Panel to apply an appropriate remedy.
- 12.9.5. Where the Institute Secretary, upholds the Appeal Panel's original decision, the student will be provided with a Completion of Procedures letter and informed of their right to submit an application to the Office of the authority see section 12.10 below.

# 12.10. Review by the Office of the authority for Education

- 12.10.1. A student not satisfied with the outcome provided by the Institute following receipt of their COP letter may submit a complaint to the OA.
- 12.10.2. Information on submitting a complaint to the OA shall be contained within the COP letter.

# 4 Conditions & Terms [terms and conditions]

# Introduction

- 1.1. A contract between you and the Vocational Training Institute LTD[VTI] is formed when you accept an offer of a place at the Institute .
- 1.2. These terms and conditions set out the basis of your contract with the Institute They summarise key obligations for the Institute and you, about your course of study or research –if need be. They also set out what additional documents, policies, regulations, or procedures you and the Institute need to abide by.
- 1.3. These terms and conditions, the course prospectus for the respective academic year on which the offer was accepted, the policies and regulations referred to in 1.2 above, together with your offer letter and the declarations you make during your online enrolment, form the contract between you and the Institute relating to your course ("**Contract**").

# Enrolment

- 2.1. Enrolment is the process whereby you officially become a student of the Institute . The enrolment process requires you to:
  - 2.1.1 Ensure that the Institute has the correct personal details for you;
  - 2.1.2 Provide proof of your identification and qualifications;
  - 2.1.3 Where applicable, provide proof of your immigration and fee status;
  - 2.1.4 Agree to abide by the Institute 's regulations and policies;
  - 2,1.5 be self insured against accident during your studentship at the institute
  - 2.1.6 Pay your tuition fees/confirm who is paying your tuition fees.
- 2.2. You must enrol with the Institute at the beginning of your studies. You must re-enrol at the beginning of each subsequent academic year of your course, in accordance with instructions issued by the Institute , in order to continue your course of study and maintain your student rights and privileges.
- 2.3. You will be entitled to re-enrol for subsequent academic years provided that:
  - 2.3.1 You have paid the tuition fees;
  - 2.3.2 You have not been withdrawn from the Institute ;
  - 2.3.3 You have met the relevant progression requirements for the previous years of your course.
- 2.4. You should note that once you have enrolled, you will incur a fee liability[registration and or initial fee] which is not normally refundable if you choose to withdraw. You should refer to the Tuition Fee Policy and refund policy to ensure that you are fully aware of this liability.

# **Cancellation before Enrolment**

3.1. You have a right to cancel this Contract within 14 days of your acceptance of an offer of a place to study at the Institute ("**Cancellation Period**"). You do not have to give a reason for cancellation. Any reimbursements of fees for cancellation will be in accordance with the Tuition Fee Policy and refund policy.

3.2. You must inform the Institute of your decision to cancel within the Cancellation Period by writing to us:

# For local admissions:

Write to the Institute 's **Admissions Office**,VTI ,99,John Kennedy avenue, Vacoas ,Mauritius Tel 230-6966051.Email vti@intnet.mu

# For International admissions:

Write to the Institute 's **International Office**, VTI ,99,John Kennedy avenue, Vacoas ,Mauritius Tel 230-6966051.Email vti@intnet.mu

3.3. If you call to inform the Admissions Office/International Office of your decision to cancel the offer of a place to study at the Institute , you must also confirm in writing either by email or letter.

# The Institute 's obligations to you

- 4.1. The Institute will provide you with the tuition and learning support associated with your course with reasonable care and skill in the way described in the relevant course specification and other publications such as the prospectus and the Institute 's website for the applicable academic year.
- 4.2. The Institute will use its reasonable efforts to provide you with appropriate access to academic and other resources in support of your studies including:
  - 4.2.1 Library and suitable learning resources, including online learning resources;
  - 4.2.2 IT infrastructure;
  - 4.2.3 Pastoral support;
  - 4.2.4 Confidential disability advice and support and
  - 4.2.5 Careers, employability and placement advice and support

# How we communicate with you

- 5.1. When you enrol we will create a file for you . The Institute will use this file datas to communicate with you by notice / mail/ notice board and it is important that you check the notice board regularly.
- 5.2. The Institute may also communicate with you via notice, letters and / online notices on **Blackboard.** You should ensure that you keep your details up-to-date as per application form and also that you check Blackboard regularly.

# Changes to your course

- 6.1. The Institute will use all reasonable efforts to deliver the course in accordance with the course specification. However, to ensure that the Institute 's courses remain current and relevant, they are subject to regular review. The Institute may, from time to time, need to amend modules, course content or the way that these are delivered to, for example:
  - 6.1.1 Comply with changes in the law or Government policy;
  - 6.1.2 Comply with the requirements of the Institute 's regulators, accrediting bodies, professional, and statutory bodies;
  - 6.1.3 Make updates to reflect best practice and academic developments for the benefit of students;
  - 6.1.4 Adjust content as a result of staff changes;
  - 6.1.5 Improve course quality in response to student or external examiner's feedback; or

- 6.1.6 To accommodate and respond to refurbishment and development work taking place on campus.
- 6.2. Changes may be minor or major changes.
  - 6.2.1 Examples of minor changes, may include but not limited to:
    - c) Altering the timetable, location, and number of classes for your course;
    - Reasonable changes to the content and syllabus of your course including in relation to optional placements, to ensure that the course remains current and relevant;
    - e) Changes to assessments as a result of student or external examiner feedback.
  - 6.2.2 Examples of major changes, may include but not limited to:
    - 5. Adding or removing core (compulsory) modules;
    - 6. Change of course or Award title;
    - 7. Changes to overall course aims;
    - 8. Changes to module credit value;
    - 9. Changes to method of delivery;
    - 10. Discontinuance of a course;
    - 11. Combining courses of study;
    - 12. Changes to specific course regulations.
- 6.3. The Institute reserves the right to make minor changes to its courses. Where such changes are made, the Institute will take all reasonable steps to minimise disruptions to students.

# 6.4 Changes to an offer prior to acceptance

- 6.4.1 The Institute reserves the right to make changes to an offer at any time before it is accepted.
- 6.4.2 If the Institute is required to make a change to any aspect of the offer prior to acceptance, the Institute will use reasonable endeavours to:
  - 7. inform you at the earliest opportunity possible;
  - 8. provide details of what has changed and why the change was made; and
  - 9. take reasonable steps to minimise any potential disruption.
- 6.4.3 As an applicant, you have the option to accept or reject the amended offer.

# 6.5 Major changes to course prior to enrolment

- 6.5.1 If between the time of your acceptance of an offer and before enrolment it is necessary to make major changes to your course, the Institute will use reasonable endeavours to:
  - g) inform you of the changes at the earliest opportunity possible;

h) provide details of what has changed and the potential impact of the changes; and

(c) take reasonable steps to minimise any potential disruption.

6.5.2 If the major change to your course, prejudicially affects you, and you no-longer wish to enrol on the course, the Institute will use reasonable endeavours to find you a suitable alternative course within the Institute for which you are qualified. Alternatively, you may terminate the Contract and withdraw from the course without any liability to the Institute for tuition fees (even if the Cancellation

Period referenced in clause 3.1 has expired) The Institute will reimburse you for any tuitions fees you have paid to date.

# 6.6 Major changes to course after enrolment

- 6.6.1 The Institute will usually not make major changes to its courses after a student has enrolled. However, in exceptional circumstances it may be necessary for the Institute to make such changes after enrolment. Where there are proposed major changes to your course, the Institute will use reasonable endeavours to:
  - b) Inform you at the earliest opportunity and give you reasonable notice of the reasons for the change, what changes are being proposed and information on the potential impact of the changes;
  - c) Consult you on the changes and give you an opportunity to provide feedback;
  - d) Will attempt to minimise any adverse impact on you; and
  - e) If necessary and appropriate, explore with you the opportunities for transferring to another suitable course either at the Institute or elsewhere, and ensure that you receive recognition or credits for any units you have successfully completed.
- 6.6.2 If you did not consent to the major change, and the implementation of the major change causes you exceptional detriment or hardship, the Institute will work with you to try to reduce the adverse effect on you or find an alternative solution including the option to terminate the Contract and withdraw from the course without any liability to the Institute for further tuition fees.

# 6.7 Discontinuance of a course

### **Prior to enrolment**

6.7.1 If the Institute discontinues a course, prior to enrolment, the Institute will use reasonable endeavours to offer where applicable, the following options:

- c) transfer the offer to a suitable alternative course within the Institute for which you are qualified;
- d) defer the offer until the next available intake; or
- e) terminate the Contract and withdraw from the course without any liability for tuition fees (even if the Cancellation Period referenced in clause 3.1 has expired). The Institute will reimburse you for any tuition fees and/or deposit paid by you.

### After enrolment

6.7.2 Where it is necessary for the Institute to discontinue your course after your enrolment, it will undertake this in line with the **Student Protection Plan**.

### 6.8 Insurance

The Institute has appropriate public liability insurance covering all public including students to and through the institute **Insurance policy.** However, students should ensure that he/she insure himself/herself against any minor/major accident during the event of the activities /course and their personal belongings which are brought into the Institute at their own risk. They may also be required to take out other types of insurance, for example, health insurance while on placement/ course.

# G] Your obligations to the Institute

Student should also ensure that he/she insure himself/herself against any minor/major accident during the event of the activities /course and their personal belongings which are brought into the Institute at their own risk. They may also be required to take out other types of insurance, for example, health insurance while on placement/ course, the following and not limited to, should be followed

- 7.1. As a student member of the Institute community, you agree to behave respectfully to all other members of our community.
- 7.2. You must familiarise yourself with and adhere to all Institute regulations, policies and codes of practice that are published on the Institute 's website and as revised from time o time.
- 7.3. You must provide accurate information on application and enrolment (students discovered to have falsified or misrepresented information may be liable to expulsion from the Institute ).
- 7.4. You must abide by the Institute **Academic Regulations** These describe the academic regulatory framework of the Institute and give information about the requirements for awards. They include important information about the requirements for your academic performance and for continued study.
- 7.5. You are expected to take responsibility for your studies including attending all scheduled teaching, examinations, and submission of assessments.
- 7.6. You must comply with your obligations as outlined in the **Student Charter** and the **Student Code of Conduct**. The Student Charter and Student Code of Conduct contain important information about the expectations that the Institute has of you as a student, and the relevant procedures and processes to be followed.
- 7.7. You must take reasonable care of yourself and your safety and the health and safety of other members of the Institute community and will co-operate with the Institute in fulfilling its obligations regarding health and safety. You will not intentionally or recklessly misuse or interfere with equipment or facilities provided to you by the Institute .
- 7.8. If you do not abide by the regulations and policies outlined above, you may be subject to disciplinary action under the **Student Disciplinary Regulations**. For cases of academic misconduct including cheating, you will be subject to the **Academic Misconduct**

# **Regulations**.

7.9 You must also abide by any other course specific requirements as set out in the course specific handbook, associated terms and conditions, policies, or other documents. These include requirements of professional bodies, accredited bodies, employers or relevant third party providers, where applicable.

### Insurance

7.10 [a] You should ensure that you insure yourself against accident during the event of the activities /course and your personal belongings which are brought into the Institute at your own risk. You may also be required to take out other types of insurance, for example, health insurance while on placement/ course

# [b] Consent for taking images

You approved that during Visit/ventures/class activities , and not limited to these, pictures ,video etc are likely to be taken and to be

used for vti ltd presentation, display or in the booklet, newsletter or publicity and for educational purposes.

# 7.11 Use of mobile phone in class policy

Use of Mobile phone in class is strictly prohibited-**see se of mobile policy** 

### Fees and Payment

- 8.1. The Institute charges tuition fees for delivery of its courses ("**Tuition Fee**"). You will be informed of your Tuition Fee as part of your offer letter.
- 8.2. You are bound by the Institute 's **Tuition Fee Policy** which sets out the requirements to pay Tuition Fees, refunds in the event of withdrawal and the consequences of non-payment. The Tuition Fee policy
- 8.3. You are required to pay Tuition Fees at the beginning of each academic year as part of the enrolment process. If you withdraw from the Institute , you will be liable for the Tuition Fees up until formal notification of your withdrawal is received by the Institute in accordance with the Tuition Fee Policy.
- 8.4. The Institute reserves the right to increase your Tuition Fees on re-enrolment in line with the Retail Price Index ("**RPI**") annual rate of inflation.
- 8.5. If you do not pay the Tuition Fees in accordance with the Institute 's Tuition Fee Policy, you may not be able to access Institute facilities or be eligible for benefits awarded such as scholarships and bursaries from the Institute . The Institute also reserves the right to withhold your results and to not permit you to graduate.
- 8.6. The Tuition Fees do not **include any fees** payable for examination fees, travelling expenses, field trip expenses, course materials or other miscellaneous expenses which may be related or required as part of your course, for example uniform, additional course materials (this is not an exhaustive list)("Additional Fees"). Where there are any Additional Fees or charges, you will be informed of these in your offer letter.

# 9 Adherence to Immigration Rules

- 9.1. If you are admitted under Immigration pass port office , short term study visa or other temporary immigration status, it is your responsibility to ensure you comply with the conditions of your visa and immigration rules during the course of your studies at the Institute .
- 9.2. If you are not compliant with the conditions of your visa and/or immigration rules, the Institute has the right to withdraw you from the course and notify the pass port office/authority Office accordingly.
- 9.3. In the event the Institute has to withdraw you from your studies as a result of your noncompliance with your visa conditions and/or immigration rules, you will not be entitled to a refund of your Tuition Fees.

# International students

- 9.4. The Institute will only provide a confirmation letter to applicants who meet the criteria set out in the Immigration Rules. The Institute reserves the right not to issue the letter of confirmation to any student who does not have the required finances or has criminal convictions which bar them from being issued a visa or on credibility grounds. This applies to new students or those who are applying for an extension to their visa or applying for further study.
- 9.5. The Institute is required to report to them any instance of non-attendance, period(s) of unauthorised absence, change of course, withdrawal/ discontinuation of study, early completion, and work placement details (not exhaustive list). You must keep the Institute informed of any changes as soon as possible.

9.6. If you provide false or misleading information/supporting documents in relation to your application and/or enrolment for a student visa or other visa the Institute will withdraw its sponsorship for your studies and will notify the immigration Office.

# Other immigration status

- 9.7. If you are a non-Mauritian national but not sponsored under a visa, you will need to provide evidence of your right to remain in the Mauritius before you can be enrolled. The Institute will normally only accept students whose application to remain in the Mauritius has been approved by the pass port Office and reserves the right not to enrol students whose immigration status has still to be determined.
- 9.8. You must inform the Institute of any changes to your immigration status. If you are not able to provide evidence of your right to remain in the Mauritius at any point, your Contract will be terminated.

### 10. Disability Support

- 10.1. If you have additional support needs, you are responsible for contacting the VTI Wellbeing Team at the Institute . Any information you provide will be treated as strictly confidential.
- 10.2. You are encouraged to contact the Wellbeing Team as soon as possible as any delays in disclosing your disability may result in a delay in providing any appropriate support.

# 11. Attendance, engagement, assessment and progression and other requirements to remain on the course

- 11.1. In order to succeed on your course, you will need to attend scheduled classes on campus and engage with online sessions and materials. The Institute will monitor student attendance and engagement to identify, improve, and support student experience, engagement, and progression during the course of your studies.
- 11.2. The attendance and engagement of students on a visa will be monitored for the additional purpose of ensuring that the visa requirements are met. Any visa student who does not attend will have their sponsorship withdrawn and this will be reported to authority Office.
- 11.3. Payment of bursaries and scholarships if any from the Institute will depend upon your continued engagement and progress at the Institute .
- 11.4. You must submit assessments as required and as outlined in your module study guides.
- 11.5. Students who fail their modules or who do not submit to assessment may not be able to progress as outlined in the Academic Regulations.
- 11.6. Students on courses leading to professional registration if any may have additional attendance and non-academic requirements that they are required to meet to remain on the course.
- 11.7. If you are on an internship or where we have an agreement with your sponsor, the Institute will be required to inform your employer/sponsor of your attendance and assessment results.
- 11.8 Where your course is linked to your employment, and your employment is terminated by your employer, the Institute reserves the right to withdraw you from the course and terminate the Contract. In some instances, where applicable, you may be able to complete your course as a non-sponsored student; alternatively, the Institute may offer you a suitable alternative course (where one is available) for which you are qualified, subject to payment of the applicable tuition fees.

# b) Placements

- 12.1. If you are on a course with an integrated placement, the Institute will provide help and support for you to obtain a placement. However, it is your responsibility to secure a placement which must be approved by the Institute .
- 12.2. If you fail to secure a placement, you will be able to continue your studies by transferring to a course without the placement.

# h) Criminal Convictions

### Students on courses requiring a DBS check

- 13.1. For courses leading to a regulated professional qualification or course involving children or adults who are defined as vulnerable by reason of the type of services provided to them, including but not limited to, you must disclose spent convictions including cautions and a Disclosure and Barring Service ("DBS") check will be required. Any disclosures will be considered under the Regulations for criminal convictions for courses leading to a professional registration
- 13.2. You have an ongoing obligation as an enrolled student to inform the Institute immediately if you receive any criminal conviction following your DBS check. This disclosure will be considered under the **Fitness to Practise Regulations**
- 13.3. Failure to disclose any relevant criminal convictions could lead to termination of this Contract by the Institute under clause 22.

### Students on courses that do not require a DBS check

- 13.4. When you are given an offer of a place, you must disclose any relevant unspent criminal convictions. You should declare these in writing to vti office as above
- 13.5. Relevant unspent convictions include those involving violence, sexual abuse, firearms, drugs and arson. The Institute will consider whether such convictions pose a risk to other members of the Institute and may withdraw your offer on this basis. Such disclosures will be dealt with in accordance with the **Regulations for the Consideration of Criminal Convictions**
- 13.6. Once enrolled as a student, you must inform the Institute immediately of any unspent criminal charges or convictions received. Consideration of criminal convictions will be undertaken according to the **Regulations for the Consideration of Criminal Convictions** and may be subject to the **Student Disciplinary Regulations**
- 13.7. A DBS check may be required for placements or other activities you may undertake, such as volunteering, which involve working with children. How any convictions will be treated will be made clear to you at the time of submitting for your DBS check.
- 13.8. You should note that for some professions, such as being a registered psychologist or a solicitor or barrister, may not allow registration for those with criminal convictions. It is your responsibility to check your situation if you are in this position.
- 13.9. Failure to disclose any relevant criminal convictions could lead to termination of this Contract by the Institute under clause 22 below.

### Visa applicants

13.10. The Pass port Office will not grant a visa to any person who has been given a conviction resulting in a prison sentence until at least 5 years has elapsed and longer for sentences over 12 months in accordance with the grounds for refusal. The Institute will not be able to sponsor any applicant or student who has a conviction which would debar them from entry to Mauritius.

# 14. Insurance

14.1. The Institute has appropriate public liability insurance covering all public including students to and through the institute . It also provide insurance for all the activities as part of the course. However, students should ensure that he/she insure himself/herself against accident during the event of the activities /course and their personal belongings which are brought into the Institute at their own risk. They may also be required to take out other types of insurance, for example, health insurance while on placement/ course

# [b] Consent for taking images

During Visit/ventures/class activities, and not limited to these, pictures, video etc are likely to be taken and to be used for vti ltd presentation, display or in the booklet, newsletter or publicity and for educational purposes.

# 15. Collection and Processing of Data

- 15.1. By accepting an offer of a place at the Institute and entering into this Contract you understand that the Institute and its partners or agents will process your personal data in order for the Institute to meet its obligations to deliver education services to you under this Contract.
- 15.2. The Institute needs to collect, hold, and process your personal data for the purposes of administering and managing your course and all other services provided to you. Personal data includes your student records, application data, assessment marks, residence data, attendance data, accessing learning materials and financial data.
- 15.3. The data will be processed in line with the General Data Protection Regulations and the Data Protection Act,
- 15.4. The Institute uses learning analytics to support you in your studies. This means that the Institute uses data about you including your age, ethnicity and gender and also your study behaviours drawn from your attendance and usage of Blackboard, the Institute 's virtual learning environment to predict which students may need additional support. More information on the **Learning Analytics** project

# 16. Disclosure to Statutory/Public Third parties

- 16.1. The Institute is required by law to disclose some of your personal data to certain statutory and public bodies. The following are the statutory bodies the Institute may disclose student personal data to (indicative not exhaustive list
  - Local authorities
  - Student Loans Company
  - Pass port Office
  - etc
- 16.2. Upon graduation you will be invited to join the Institute 's alumni community if any . Your details will be passed to our Alumni Relations team to enable them to contact you. You may withdraw from these communications at any time by contacting the Alumni team at vti@intnet.mu.

# 17. Intellectual Property and taught courses

17.1. All intellectual property rights developed by students as part of their course normally belong to you subject to certain exceptions. These exceptions include collaborative work will normally include projects and dissertations where the work has been

supervised by staff and creative and design projects and this will be highlighted in the appropriate Module Study Guide. Full details are set out in the **Student Intellectual Property Rights Policy** 

- 17.2. For the purposes of teaching, internal administration, and other non-commercial use, you must agree to grant the Institute the ability to use your assessments where you have created intellectual property.
- 17.3. The Institute may use Student detail for commercial purposes.
- 17.4. Where the Institute makes use of Student detail, it will use its reasonable efforts to acknowledge the authorship and inventorship of any such Student detail.

### Copyright

17.5. The copyright in any work or design compiled, edited, or otherwise brought into existence by a student as a piece of scholarly work shall belong to the student unless otherwise explicitly agreed at the outset of the project.

### 18. Feedback and Complaints

- 18.1. We will regularly ask for your feedback on your course and our facilities and services through module evaluations, surveys, and the Course Committee to help us improve our services to you.
- 18.2. If you are an applicant to the Institute , you may raise a complaint or an appeal about the manner in which your application was handled in accordance with the **Admissions Policy**
- 18.3. If you are an enrolled student of the Institute and you have an issue with your course or a particular service, you should raise this in accordance with the **Student Complaints Procedure which** comprise three stages to the complaint process: stage

1) Informal Resolution, stage 2) Formal Complaints Procedure and stage 3) Review. If the complaint remains unresolved after exhausting the Institute 's internal complaints procedures, you can then apply for an external review

### **19 Force Majeure**

- 19.1. The Institute will do all that it reasonably can to provide educational services as described on its website and/or in the course prospectus or other documents issued by it to appropriately enrolled students. Sometimes circumstances beyond our control mean that we cannot provide such educational services. This might be because of, for example:
  - (a) industrial action by Institute staff or third parties;
  - (b) the unanticipated departure or absence of key members of Institute staff;
  - (c) significant changes to Higher Education funding;
  - (d) the acts of any governmental or local authority;
  - (e) where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it;
  - (f) severe weather, natural disaster, epidemic or pandemic, fire, flood, war, civil disorder or unrest, riot, terrorist attack or the threat of it.
- 20.2. In these circumstances, the Institute will take all reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another course or institution, or by delivering a modified version of the same course, but to the full extent that is possible under the

general law the Institute excludes liability for any loss and/or damage suffered by any student.

# 21. Limits on the Institute 's liability to you

- 21.1 The Institute does not limit its liability arising from:
  - 21.1.1 Death or personal injury caused by the negligence of the Institute or its officers, employees or agents;
  - 21.1.2 Fraud or fraudulent misrepresentation; or
  - 21.1.3 Any other matter which the Institute is not permitted to exclude or limit our liability for by law.
- 21.2 Whilst, the Institute takes reasonable care to ensure the safety and security of its students whilst on Institute premises and/or whilst using the Institute services and equipment, the Institute cannot accept responsibility and expressly excludes liability for:
  - 21.2.1 any loss, theft, misuse, or damage to your property, including without limit any motor vehicle, bicycle, personal equipment such as mobiles, tablets, laptop whilst such property is on Institute premises. You are advised to insure your property against theft and other risks;
  - 21.2.2 any loss that you would not have suffered if you had taken reasonable steps to avoid or reduce the loss;
  - 21.2.3 death or personal injury that is not caused by negligence of the Institute or its officers, employees or agents;
  - 21.2.4 any loss or damage suffered as a result of the use of any computer equipment or software provided or made available by the Institute, including any contamination of software or loss of files. Your use such computer equipment and any software provided by the Institute is at your own risk;
  - 21.2.5 loss of opportunity and loss of income or profit, however arising; or
  - 21.2.6 changes to law that require a change of these terms and conditions.
- 21.3 For the avoidance of doubt, the Institute shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the Institute .
- 21.4 Subject to clause 21.1, and unless required by law, the Institute 's liability to you under the Contract shall under no circumstances be greater than the total tuition fees due in respect of your course.

# 22. Termination of

### **Contract By You:**

- 22.1. You may withdraw from your course and terminate this Contract at any time. To withdraw from the course you must give notice, in writing to the Institute . You should contact your course leader and school office to initiate the process for withdrawal.
- 22.2. You will normally be required to complete a Student Withdrawal Form and provide a reason for withdrawal. Notice to withdraw will take effect on receipt of the completed Student Withdrawal Form by the school office.

- 22.3. If you withdraw part way through your course you must pay the tuition fees up until the point you communicate your withdrawal.
- 22.4. Any refund which may be due to you will be in accordance with the terms of the Institute 's Tuition Fee refund Policy

# By the Institute :

- 22.5. The Institute may withdraw your offer or terminate this Contract in writing with immediate effect (subject to your rights of internal appeal) if:
  - 22.5.1. You or your sponsor fail to pay the Tuition Fees;
  - 22.5.2. You fail to meet the conditions of the offer made to you;
  - 22.5.3. You provided false, incomplete, inaccurate or misleading information in your application to the Institute or at any other time;
  - 22.5.4. Action has been taken against you in accordance with the Institute 's disciplinary or fitness to practise procedures;
  - 22.5.5. You fail to meet the Institute 's progression or award requirements;
  - 22.5.6. You fail to meet your obligations under student visa or you no longer have permission to study in Mauritius;
  - 22.5.7. You are unable to meet the requirements of your course including btaining/maintaining membership of specified organization if any ;
  - 22.5.8. Your behaviour represents a serious risk to the health, safety or welfare of yourself or others;
  - 22.5.9. You materially breach these Terms and Conditions; or
  - 22.5.10. Where your course is linked to your employment and your employer terminates your employment contract.
- 22.6. You have a right to submit an internal appeal of the Institute 's decision to terminate the Contract under the Student Complaints Procedure or the Appeals Regulations as appropriate.

# 23. Consequences of Termination

- 23.1. If at any time this Contract terminates:
  - 23.1.1. the Institute shall be entitled to refuse to enrol you on your course (if, at the date of termination, you have not already enrolled);
  - 23.1.2. the Institute shall be entitled to require you to stop studying on your course and to leave the Institute immediately (if, at the date of termination, you have enrolled);
  - 23.1.3. you are required to return to the school office all your Student Identification travelling Card issued to you on enrolment, together with all property owned by the Institute ;
  - 23.1.4. you must pay all outstanding fees immediately;

### 24. Minimum threshold

24.1 Each external examination body set its minimum threshold limit/policy. If the minimum

number of student/ fees as per minimum threshold of concerned examination body is

not met, the student/s name / fees shall be transferred to the next cohort/session and

will be notified. If student is not satisfied and may request for[1] exam registration and or [2]

exam fees refund only and respective exam refund policy shall apply. Student will be

### eligible for a VTI LTD course completion testimonial if decided to cease- due to

### exam minimum threshold restriction

### 25. Notices

- 25.1. Any notice given under this Contract will be in writing/verbal or both.
- 25.2. The Institute will send any notice to you either by email to your Institute email address or if prior to registration to such other email address which you have provided us. We may also send any notice to either your term-time address/home address. You must keep your details up to date.
- 25.3. You must send any notices either by post to the or by email marked for the attention of: The Institute Manager

### 26 Consent for taking images

Image/photo etc-During your studentship at the institute, we are likely to take pictures, video etc which could be used for promotional vti campaign, presentation, displays, or in the vti booklet, newsletter, publicity etc and approve to them being used for educational purposes as listed there in.

# 27 General

- 27.1. Each of the clauses of these terms and conditions operate separately. If any provision of these terms and conditions is or becomes illegal, invalid, void, or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.
- 27.2. These terms and conditions are personal to you and you may not transfer them or your rights under them to anyone else.
- 27.3. Only you and the Institute are parties to this Contract. No other person shall have rights under the Contracts to enforce the terms of this Contract.
- 27.4. Failure or delay by you or the Institute to enforce any breach by the other of the terms and conditions will not constitute a waiver of any provision and will not prevent you or the Institute from taking steps to enforce that or any other provision.
- 27.5. This Contract shall be governed by and construed in all respects in accordance with the laws of Mauritius and the parties agree to submit to the exclusive jurisdiction of the courts of Mauritius .

# 5 Code of Conduct-Student

# Introduction

1.1 The Institute is committed to providing a positive experience for all students, where individuals are treated with courtesy and consideration and where difference is valued and diversity respected. All students and staff have the right to live, study, work and relax in an environment where they feel safe.

- 1.2 As members of the Institute community, we expect the highest standards of behaviour from our students, whether on Institute premises or elsewhere. All members of the Institute should be aware of their own behaviour and how it impacts on others. This Code sets out the standards of behaviour expected from students and also guidance on what is and what is not acceptable and how unacceptable behaviour will be dealt with.
- 1.3 Where students fail to abide by the required standards of behaviour, action will be taken under the <u>Student Disciplinary Regulations.</u>.
- 1.4

Any complaints of unacceptable behaviour made by students will be taken seriously and, if substantiated, may provide grounds for action under the Student Disciplinary Regulations or the Staff Disciplinary Procedure as appropriate. Equally, the Institute will take appropriate action for any vexatious or malicious allegations. Students should refer to the guidance on **Dealing with Unacceptable Behaviour** if they wish to make a complaint.

# 2 Policy statement on violence, abuse and harassment

- 2.1 All students and staff have the right to live, study, work and relax in an environment where and are free from any form of sexual violence, physical violence, abuse and harassment and where their body and personal boundaries are respected.
- 2.2 No student or staff member should be forced to just 'put up' with violent behaviour from others, threats of such behaviour or any forms of abuse or harassment. Action must be taken where necessary to ensure all students and staff are able to enjoy the Institute life without experiencing these.
- 2.3 Any harassment will not be tolerated by the Institute , and those who commit or threaten acts of harassment should be stopped (i.e. their behaviour challenged) and disciplined as appropriate for their actions.

Students who have been the victims of any form of violence, abuse or harassment, including sexual violence, sexual assault, threats of violence or

harassment can seek the help of supervisory Services. Student/ supervisory Services will offer appropriate support and also help report any issues as appropriate. Students should also make a compliant if appropriate and guidance on how to deal with these issues is set out in the Guidance

- 2.5 The Institute is aware that sexual violence and sexual harassment is predominantly aimed at women. However, men are also affected by such behaviour and the Institute will aim to support all students regardless of gender or sexuality.
- 2.6 Students who wish to make a complaint about the behaviour of staff or students of the Institute should follow the Dealing with Unacceptable Behaviour Guidance for Students

# 3 Behaviour towards others

- 3.1 You should treat all Institute staff, students and visitors with courtesy and respect.
- 3.2 You should respect other members' basic rights to work and live in a safe, secure environment, free from anxiety, fear, intimidation and harassment.
- 3.3 You should ensure that you behave in a manner compatible with the Institute 's Equality and Diversity statement and not discriminate or harass anyone on the basis of their age, disability, gender re-assignment, marital status, pregnancy, race, religion or belief, sex or sexual orientation.
- 3.4 On no occasion should you use personally abusive, threatening or violent behaviour either in person or through the use of email, texts or social media.

# 4 Safety and Security

- 4.1 VTI LTD owes a duty of care to its students and staff and, as far as is reasonably practical, seeks to ensure that the Institute is a safe place to work and study. Students are required to comply with reasonable instructions from any member of staff and to observe the safety regulations of the Institute .
- 4.2 You should ensure that you do not take any action that endangers yourself or others.
- You should comply promptly with any requests in the event of an emergency. 4.3

# 5 Care of property

- You should treat Institute property, equipment and other materials and the property of
- 5.1 others with care and respect.
  - 5.2 You must abide by the Institute policies regarding food and drink where this is signposted as this can damage equipment.
    - You should take care of your own property and not leave valuables unattended.

#### 5.3 6 Smoking

Smoking is prohibited inside any building operated by the Institute (including corridors, foyers, toilets and entrances etc). You should make sure that you do not smoke near doors and outside areas where it is clearly designated as no smoking.

# 7 Drugs and Alcohol

- 7.1 You must not take or supply illegal drugs on campus. Drugs found in students' possession will be confiscated and students will be disciplined.
- 7.2 Students under alcohol/drug will be refered to authority for dealings.
- 7.3 Any student causing a nuisance or engaging in disruptive behaviour as the result of taking illegal drugs or alcohol may be asked to leave the premises and disciplinary action may be taken against them.
- 7.4 Students should abide by the separate disciplinary policy which is applied in school..

# 8 Compliance with Policies and Regulations

- 8.1 You should comply with any other published Institute policies, codes or procedures which are designed to ensure the effective operation of the Institute . You should make yourself familiar with and abide by the Institute 's Policy and Regulations in particular:
  - Academic Regulations, particularly the Academic Offences Regulations (a)
  - (b) Internet and email codes of practice
    - Health and Safety Regulations and Fire Regulations,
  - (c)
    - Freedom of Speech and 'No Platform' Policy for visiting speakers.
  - (d)
- Students' rules.
- (e)

# 9 Discipline

9.1 Disciplinary procedures may be invoked if it is alleged that a student has committed misconduct, examples of which may include the following:

 Abusive, threatening or unreasonable behaviour or assault and/or behaviour which causes fear or distress to others; sexual violence, abuse or harassment;

racist activity or behaviour;

damage to Institute property or the property

of any student or member of staff;

(e) any action likely to cause injury to any person or impairing the safety of the premises; including fighting on Institute premises;

- (f) conduct that interferes with the academic or administrative activities of the Institute, such as disruption of teaching, research, examinations, working of
- (g) staff and other campus services;

falsification or misuse of qualifications including Institute records, including award certificates

misappropriation or misuse of Institute funds or assets or those of others;

false pretence or impersonation of others within or without the Institute , in connection with academic attainments or financial awards

(j) offering, promising, giving, receiving or soliciting a financial, academic or other advantage or favour as a means to influencing the actions of others

conduct, either on or off campus, which brings the Institute into disrepute.

- (k) Use of mobile and other electronic devices in class
- 9.2 The above list is not intended to be exhaustive but outlines what the Institute considers to be unacceptable behaviour.

# **10** Disciplinary procedures

- 10.1 The Disciplinary Procedures will be followed where there is a breach of the Code of Conduct.
- <sup>10.2</sup> Students may contact the management for support through the disciplinary process.
- 10.3 Appendix A outlines unacceptable behaviours and what sanctions may be imposed where instances of it are found through the disciplinary investigation. The appendix is illustrative only and a full list of the sanctions which may be imposed by the Institute are set out in the Disciplinary Regulations. There will be instances when certain behaviours which would usually be considered to be minor are in fact very serious and will require a more serious sanction and there will be instances when certain behaviours which would usually be considered to be serious are in fact minor and will require a less serious sanction
- 10.4 Multiple or repeated incidents of misconduct may be more serious than a single act of misconduct and previous findings will be taken into account when determining what sanction should be imposed.

# 11 Precautionary action and suspension from the Institute

11.1 Where a student is being investigated under the Student Disciplinary Regulations, they may be suspended as a precautionary measure if it is considered that it is necessary to protect the student, the integrity of the investigation and or other students from harm. Precautionary action will be reasonable and proportionate and may include:

[a] imposing conditions on the accused student (for example, requiring the accused student not to contact the reporting student and/or certain witnesses and/or requiring the accused student to move);

[b] suspending the accused student from his/her studies;

- 11.2
- 7. excluding the accused student (for example, prohibiting the accused student from going to certain facility and from attending a placement).

These actions are a precautionary measure only. It is not a penalty or sanction and does not indicate that the Institute has concluded that the accused student has committed a breach of discipline or a criminal offence. Any precautionary actions taken will be reviewed on a regular basis. Where precautionary actions are taken, the student has the right of appeal against these or to request that they be reviewed when new evidence is available.

11.4 More detail on precautionary action is outlined in the Student Disciplinary Procedures.

# 12. Conviction for a criminal offences

Students should always declare when they receive a conviction. Where a student has been convicted of a criminal offence during their studies at the Institute , consideration will be given as to whether this affects their status as a student at the Institute . In coming to this decision, the Institute will consider particularly the nature of the offence and whether other students are at risk. It will also consider whether the actions of the student has brought the institution into disrepute. This will apply to convictions both on campus but also those committed off campus.

# 6 Dealing with Unacceptable Behaviour: Guidance for students

# Introduction

1.1 This guidance is aimed at helping students decide what to do if they consider that they have been affected by unacceptable behaviour by staff or another students. Any student in this position should contact Student Services or the Students' Union for advice if they wish to access support.

# 2 What constitutes unacceptable behaviour?

- 2.1 Unacceptable behaviour may involve actions, words or physical gestures that could reasonably be perceived to be the cause of another person's distress or discomfort. This behaviour does not necessarily have to be face-to-face, and may take many forms such as written, telephone, text or email communications, or social media. Some examples are included below, but this list is by no means exhaustive:
  - 2 Aggressive or abusive behaviour, such as shouting or personal insults
  - 3 Spreading malicious rumours or gossip
  - 4 Unwanted physical contact, including groping
  - 5 Threats of or actual physical violence
  - 6 Offensive comments or body language
  - 7 Displaying offensive material or graffiti relating to an individual
  - 8 Making threats or promises in return for sexual favours
  - 9 Innuendo or spreading gossip based on sexual orientation
  - 10 Inappropriate initiation ceremonies
  - 11 Using social or other on-line media to communicate negative, abusive, and harmful statements against students, staff and the Institute
- 2.2 If you begin to feel at any time as if you are being singled out, ganged up on, threatened, or you are feeling uncomfortable or upset at the way somebody is treating you, it is really important to speak to someone. You should be aware that you are also legally protected against discriminatory language, behaviour or action related to any of the' protected characteristics' as set out in the Equality Act.These characteristics are defined by law as age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief (including lack of belief), sex and sexual orientation.

# See Dealing with Unacceptable Behaviour: Guidance for students

# Scope

- 1.1 Students should behave appropriately at all times and maintain a standard of conduct which is not harmful to others or the work, good order and good name of the Institute. Students shall be responsible for familiarising themselves with the Student Code of Conduct, the Academic Regulations, and on such other Codes of Practice and Regulations of the Institute to ensure that they are know what it is expected of them. Students on professional courses must also consider the **Fitness to Practise** Regulations. All the above regulatory and policy documents can be accessed from the Institute's Policy and Regulations for students
- 1.2 Allegations of any breaches of the Student Code of Conduct shall be dealt with according to these Student Disciplinary Regulations.
- 1.3 The Student Disciplinary Regulations apply in relation to any activities engaged in, or services and facilities enjoyed, as a student of the Institute, or in the vicinity of any premises owned, leased or managed by the Institute. Disciplinary action may also be taken against a student in respect of any alleged misconduct wherever and whenever it may have taken place when it is considered necessary to protect the interests and reputation of the Institute and its members.
- 1.4 The Student Disciplinary Regulations shall apply to all students during term-time and vacation and during any periods of deferral, regardless of registration status.
- 1.5 Where concerns about a student may be considered under one or more sets of policies, the policies used will be those which are most appropriate, taking into account fairness to the student, the scope and purpose of the policies and the Institute's responsibilities to professional bodies. Examples may include:
  - 1.1.1 **Academic Offences.** Where the misconduct relates to academic conduct, such as plagiarism, it will be more appropriate to consider matters under the Academic Regulations. There may be occasions where it is appropriate to refer the matter for consideration under the Academic Regulations and for the Disciplinary Panel to consider penalties only.

1.1.2 **Fitness to Practise**. For students on courses which are subject to the Fitness to Practise Regulations, conduct which affects professional suitability may be referred to those Regulations.

1.1.3 If the matter is dealt with under the Student Disciplinary Regulations, on occasions it may be appropriate for the Fitness to Practise Panel to consider penalties only if a disciplinary sanction is not sufficient to deal with concerns relating to the student's professional practice.

# 2 Principles Governing Disciplinary Processes

- 2.1 Those involved in the Institute's Student Disciplinary Regulations will have regard to the following principles:
  - 2.1.1 **Fairness**: both sides to any complaint of misconduct against a student will be dealt with fairly; however, fairness to the person making the complaint is limited to what is fair and reasonable to investigate their complaint. The Institute's Student Disciplinary Procedure is not intended to resolve disputes between individuals but to address misconduct by students. Therefore, a complainant should only be involved during proceedings as a witness. Fairness to a student responding to allegations of misconduct is important and any person complained against has the right to know the nature and sufficient details of the complaint and to have a proper opportunity to respond to the complaint.
  - 2.1.2 **Confidentiality**: confidentiality must be strictly respected. Those seeking advice and support, and those who wish to make an informal complaint, can expect confidentiality. Information about a complainant will not be released without their consent, save in exceptional circumstances. If a formal complaint is made, however, it will be necessary for information to be given to the other party or parties, and, to the extent necessary, to those involved in any subsequent investigation and in any appeals that might follow. The Institute will process personal data, such as the outcome of any disciplinary proceedings, in accordance with data protection legislation.
  - 2.1.3 **Timeliness:** A complainant will not be disbarred from making a complaint after a delay. Whenever possible, however, it is desirable that complaints are made without delay in order to allow investigations to commence

promptly. A disciplinary procedure, once commenced, will be dealt with as quickly and expeditiously as possible and students kept informed during any delays.

2.1.4 **Records and monitoring:** The Institute and all those involved in this process must observe data protection legislation. Records about a student may be retained and kept securely to the extent necessary for the proper management of these Regulations. Records relating to conduct offences will be held on the student file, normally for the duration of the student's time as a student of the Institute. The record will include details of the nature of the complaint against the student, the procedure followed, the time taken to resolve the issue and the outcome or sanction. The Institute will process personal data in accordance with data protection legislation.

# 3 Breaches of Student Code of Conduct

- 3.1 Cases that would normally be regarded as disciplinary are breaches of Student Code of Conduct are set out below in what is a non-exhaustive list. These may include:
  - 3.1.1 conduct that interferes with the academic or administrative activities of the Institute, such as disruption of teaching, research if any, examinations, working of staff and other campus services;
  - 3.1.2 falsification or misuse of prior qualifications or Institute records, including award certificates and transcripts;
  - 3.1.3 false pretence or impersonation of others within or without the Institute, in connection with academic attainments or financial awards;
  - 3.1.4 conduct within or without the Institute that is disorderly or which causes a nuisance (whether or not causing damage) and is seriously detrimental to the good name of the Institute (this will exclude student's right to an organised protest or use of public petition unless the behaviour is unlawful);
  - 3.1.5 violent, threatening, intimidating, harassing, abusive conduct, or conduct otherwise detrimental to the wellbeing of any person, where such conduct is seriously detrimental to the good order or good name of the Institute;
  - 3.1.6 behaviour that would comprise the integrity of the Institute's activities by offering, promising, giving, receiving or soliciting a financial, academic or

other advantage or favour as a means to influencing the actions of others, or otherwise securing a particular end.

- 3.2 The above examples are illustrative only and shall not prevent the Institute from considering and adjudicating upon any other conduct which shall be referred to it as an alleged breach of discipline. Students should refer to the Student Code of Conduct for further guidance.
- 3.3 Students should note that:
  - 3.3.1 Being under the influence of alcohol or illegal drugs will not normally be accepted as a mitigating factor or an excuse and may be regarded as an aggravating feature.
  - 3.3.2 If an alleged breach takes place outside Institute-owned premises or via virtual mechanisms such as, website, email, social media platforms, this will not prevent the Institute from pursuing the breach of discipline nor will it constitute a mitigating factor.

3.3.3 If a student under investigation for an alleged breach of discipline permanently withdraws from the Institute during the process, or has permanently withdrawn prior to the investigation, the Institute reserves the right to continue to pursue disciplinary action in this situation. If a student found to have committed a breach of discipline permanently withdraws during or after a Disciplinary Panel hearing, the Institute reserves the option to impose a sanction on the student (or former student). For example, it might rescind a certificate if it were found that a student had misrepresented his/her qualifications and external body informed .

# 4 Criminal Investigations

- 4.1 The Student Disciplinary Regulations do not replace a police investigation. Where serious incidents have occurred, students should report these to the police.
- 4.2 In addition to the above, where a student has behaved in a manner which may lead to conviction under criminal law, provided that such conduct affects the interests of the Institute, it may be reported to the police.
- 4.3 The Institute will not normally investigate complaints about student behaviour while there is an on-going police investigation or court proceedings. However, the Institute

will consider whether any temporary measures are appropriate in the circumstances to support and protect the interests of all parties concerned.

- 4.4 Whilst criminal investigations are underway, the student should keep the Institute informed of any progress and/or change in status regarding his/her case.
- 4.5 Where the victim of an alleged offence chooses not to report the matter to the police or does not co-operate with their inquiries, and irrespective of whether or not a preference for the matter to be dealt with internally has been indicated, the Institute reserves the right not to invoke its own procedures but may investigate where it deems it to be appropriate in all the circumstances.

# 5 Criminal Convictions.

- 5.1 Conviction by the police or in a criminal court will be taken as conclusive evidence that the alleged offence has occurred, and no further investigation will be required by the Institute. In these circumstances, the focus of any subsequent disciplinary proceedings will include an assessment of the risk posed to staff or students. Any penalty imposed by the criminal court will be taken into account.
- 5.2 Students are required to notify the Institute immediately of any conviction of a criminal offence in a court of law or formal caution for a criminal offence by a police officer.
- 5.3 Where a student has been convicted of a criminal offence whilst enrolled, the Institute will consider the nature of the offence and whether it is appropriate for the student to

remain on his/her course. This consideration will be undertaken by the **Criminal Convictions Panel** which is outlined. The deliberations of the panel will then be referred to a Disciplinary Panel to consider the penalties where appropriate.

# 6 Reporting breaches of Student Code of Conduct

6.1 In all cases where a member of the Institute observes or is reliably informed of conduct which in their opinion may constitute a breach of discipline, they should submit a written report of such conduct to the Institute discipline master /supervisor or his/her nominee.

# 7 Student Disciplinary process

7.1 The Institute supervisor/discipline master or his/her nominee may decide on a case by case basis whether there is a case to answer upon the demonstration of an alleged breach through a preliminary review of the case by means of considering written, audio or

video evidence. S/he may:

7.1.1 arrange for the papers in relation to that allegation to be investigated by the relevant Senior Academic/Manager who will carry out a preliminary review of the case, by way of an interview where appropriate, in accordance with Section 9 below;

OR

7.1.2 set up a Disciplinary Panel unless it is deemed that this would be inappropriate (for example, because the matter may be dealt with under the Academic Offences Regulations or other procedures), in accordance with Section 10 below;

# AND/OR

- 7.1.3 refer to the Manager , for consideration of the use of the Manager's authority of suspension and exclusion provided under Sections 8 below.
- 7.2 An allegation of a breach of discipline may not be deemed to justify a Disciplinary Panel hearing and the allegation may be dismissed, if appropriate.
- 7.3 Where it is considered that the formal disciplinary process is not an appropriate way of dealing with the student's behaviour, the Discipline Master/Supervisor may refer the case to the IQ Officer who will discuss the behaviour with the student. Following the discussion, the IQ Officer may issue a formal warning. This warning will be recorded and taken into account in any future disciplinary action against the student.
- 7.4 The above action will be taken in the event of the following which is not intended to be exhaustive:

- 7.4.1 Where there are mitigating circumstances;
- 7.4.2 where the allegation is the subject of a complaint by a member of staff, student or a member of the public but where there is little or no other evidence.

### 8 Precautionary actions and Suspension

- 8.1 The Institute may impose conditions on the student as a precautionary measure only for example to:
  - 8.1.1 to ensure that a full and proper investigation can be carried out (either by the police or a Institute investigator); and/or
  - 8.1.2 to protect the reporting student or others whilst the allegation is being dealt with as part of a criminal process.
- 8.2 Such conditions are not a penalty or sanction and do not indicate that the Institute has concluded that the accused student has committed a breach of discipline or a criminal offence. Such precautionary action may include:
  - 8.2.1 Moving a student from a particular group;
  - 8.2.2 Preventing a student from accessing the Students' facilities
  - 8.2.3 Moving accommodation if any .
  - 8.2.4 excluding the accused student from particular areas of activities (for example, prohibiting the accused student from going to certain accommodation if any or using the sports facilities or from attending a placement
  - 8.2.5 suspending the accused student from his/her studies.
- 8.3 The type of misconduct, the circumstances of the incident, the circumstances of the individuals involved and the views of the police/prosecutor will all be relevant in assessing risk and in determining what precautionary action is required. A risk assessment will be carried out which will also include consideration of the support arrangements that need to be put in place for the students
- 8.4 The Discipline Master/Supervisor has authority for the imposition of precautionary measures, including exclusion and suspension.
- 8.5 The precautionary measures shall last until the outcome of the investigation of an alleged offence leads to the completion of procedure or until no longer required. The risk assessment and any precautionary measures that are put in place will be reviewed at regular intervals and reconsidered where appropriate. A failure to comply with a precautionary measure should trigger a review and is likely to result in more serious measures being put in place.

- 8.6 If the student disagrees with the decision to temporarily exclude him or her, the student may apply to the Assistant Manager for a review. The Assistant Manager or his/her nominee can invite the student to make written representations regarding his or her temporary exclusion and will issue a decision within 5 working days of the student's request for a review.
- 8.7 Any decision to suspend a student from the Institute will normally include the student's exclusion from all Institute activities. This including studying at or with the Institute and also the use of any Institute premises, accommodation and/or facilities unless otherwise decided.
- 8.8 In the case of students on time-limited professional courses involving work placements, it may be necessary to impose enforced intermission during any investigation; that is, the period of intermission will not count as part of the time taken to complete the course and the student's statutory funding, if any, may stop during the period. In such cases, the Manager may delegate the institute to impose enforced intermission to the appropriate dept or his/her nominee.

# 9 Investigatory Interview

- 9.1 Where appropriate, the Discipline Master/Supervisor or his/her nominee shall appoint an Investigator (normally a Senior Academic who shall arrange an interview with the student against whom the allegations have been made.
- 9.2 The Discipline Master/Supervisor or his/her nominee shall gather information regarding the case or allegation and shall confirm the arrangements for the interview by letter to the student. The student shall normally be informed by way of this letter at least 5 working days prior to the date of the interview.
- 9.3 The letter shall also confirm the statement of the allegation(s) to be considered and the purpose of the interview, details of the date, time and place of the interview and those who will be present and copies of any evidence or documents to be considered in connection with the allegation.
- 9.4 The student shall be informed that they have a right to be accompanied by a friend and may submit before the interview meeting a written statement of their perception of the events to the interview. The student must inform the Discipline Master/Supervisor or his/her nominee who will be attending at least 5 working days prior to the date of the interview. The student may not have legal representation.
- 9.5 At the interview, the substance of the allegation shall be discussed with the student(s) and the student shall be asked to present their perspective.
- 9.6 The purpose of the interview shall be to determine:

- 9.6.1 whether any breach of the Student Code of Conduct have been committed; and,
- 9.6.2 the seriousness of such a breach, taking into account all the surrounding circumstances, including any past penalties imposed on the student.
- 9.7 The following criteria may be used for classifying the seriousness of the breach and the appropriate action:
  - 9.7.1 Intent: an act which is planned in advance will normally be considered more serious than the one which is not;
  - 9.7.2 Extent: an act which is sustained and/or repetitive will normally be considered more serious than an act which is committed on a single occasion;
  - 9.7.3 Impact: an act which has an impact on other student(s) will be considered more serious than an act which affects only the perpetrator;
- 9.8 The Investigator shall either:
  - 9.8.1 dismiss the allegation; or
  - 9.8.2 determine that a breach(es) may have occurred and either refer to the appropriate panel or impose one or more penalties as set out in Section 11 below;
- 9.9 If the Investigator believes that the breach(es) are of serious nature and should be considered by the Disciplinary Panel, they shall make such a recommendation to the Discipline Master/Supervisor or his/her nominee and the provisions of Section 5 shall apply.
- 9.10 If the Investigator believes that the student should be suspended whilst the procedure is carried out, they shall make such a recommendation to the Manager or his/her nominee and the provisions of Section 6 shall apply.
- 9.11 A breach of discipline considered by the Investigator will be one for which the penalty would not require permanent or temporary exclusion from the Institute, nor any compensation above Rs 1,000/.
- 9.12 If the student fails or declines to attend, without good reason, the Investigator shall proceed to consider the matter in accordance with this regulation, but in the student's absence and on the basis of the written evidence provided.

# 10 Disciplinary Panel composition

- 10.1 Where an alleged breach is referred to the Disciplinary Panel, the panel shall consist of at least three members and shall comprise:
  - 10.1.1 a Chair, appointed by the Discipline Master/Supervisor or his/her nominee;

- 10.1.2 a member of the academic staff from the School/College as that of the student;
- 10.2 The student can be accompanied by a friend and can seek advice from the school at any stage of the process. The student is not allowed legal representation.
- 10.3 The Discipline Master/Supervisor shall nominate a member of staff to act as Secretary to the Panel. The Secretary is responsible for advising the Panel on the Regulations. In the event of the Panel being divided over a decision to be taken, the Chair shall have a second and casting vote to determine the decision.

# 11 Disciplinary Panel Hearing

- 11.1 The Disciplinary Panel meetings shall be held in closed session.
- 11.2 The Chair of the Panel shall have authority to act on behalf of the Panel, with their express agreement, in making a decision on the case where a student admits or does not deny an offence.
- 11.3 Prior to the hearing and as part of an investigation, a student shall be asked to present a statement of their version of events which is to be submitted to the Secretary of the Disciplinary Panel before the date of the hearing for their consideration.
- 11.4 Should a student notify the Secretary of the Disciplinary Panel in advance of the hearing that he/she is unable to attend the hearing on the scheduled date, and has provided a satisfactory reason for their non-attendance; the Discipline Master/Supervisor or nominee will consider whether in all circumstances the hearing should be rescheduled. Under such circumstances, only one further attempt to reschedule the hearing will be made.
- 11.5 If the student fails to attend this meeting, or to contact the Secretary of the Disciplinary Panel to make alternate arrangements within five working days of notification of the allegation, the Panel may decide to progress with the deliberations if the student has submitted written evidence.
- 11.6 On completion of the hearing, the Discipline Master/Supervisor or nominee has the responsibility for notification in writing of the outcome of any hearing to all relevant parties within 5 working days.
- 11.7 The standard of proof to prove the breach is on the balance of probabilities.

# 12 Conduct of Disciplinary Panel Hearing

- 12.1 The hearing shall be conducted as follows:
  - 12.1.1 The Chair will open the proceedings;
  - 12.1.2 The Chair will explain the purpose of the hearing and the extent of his/her delegated powers in taking decisions on behalf of the Institute;

- 12.1.3 The Chair will explain the penalties which are possible outcomes of the hearing if the allegation of misconduct is upheld as set out in Section 11;
- 12.1.4 The Chair will establish names and identities of everyone present at the hearing and confirm the names of all witnesses who will be supplying evidence;
- 12.1.5 The Secretary will keep a record of all persons attending the hearing and whether or not the student has elected to be accompanied by a friend or representative in accordance with these regulations; or if the student has failed or declined to attend the hearing and the Chair's decision, including the reasons for it;
- 12.1.6 If the allegations involve several students, the Chair may decide to hear the allegations at one hearing subject to there being no reasonable objection from the student(s) or their representative(s);
- 12.1.7 The Chair shall invite all parties, except witnesses, into the room, the witnesses will be reminded of their duty towards maintaining confidentiality and asked to be present only for the duration of their own evidence;
- 12.1.8 The Panel will not have access to the student's previous record unless and until the allegation has been upheld;
- 12.1.9 The Chair will request the Senior Academic, responsible for investigating the case, to present the case against the student, including submission or written or oral statements from witnesses;
- 12.1.10 Any witness submitting a written statement should normally be in attendance to answer any questions unless there are exceptional circumstances or the parties agree otherwise. The witnesses will only be present for the presentation of their evidence.
- 12.1.11 The Chair will request the student or their representative to respond to the allegations, including their submission of written or oral statements from witnesses;
- 12.1.12 The Chair and Panel members may ask questions, through the Chair, of anyone present at the hearing at any time for the purposes of clarification;
- 12.1.13 The Chair will invite the Senior Academic to make a final statement;
- 12.1.14 The Chair will invite the student or his/her friend or representative to make a final statement;
- 12.1.15 The Chair will ask everyone except the members of the Panel to withdraw from the room for deliberations to begin.

- 12.2 The Chair is responsible for ensuring that the hearing is conducted in a fair manner but that the hearing does not replicate a court of law.
- 12.3 The Chair will inform the Panel that their reasons leading up to the final decision will be informed in writing to the student at the end of the proceedings.
- 12.4 The Chair may amend this procedure depending on the nature of the case and the persons present at the hearing and may adjourn or defer the hearing at any time.
- 12.5 If the Panel has reached a decision, where the allegation against the student has been upheld and the application of penalties is to be considered, the Chair of the Panel may convene immediately a second meeting to determine the penalties to be applied. The Chair may decide to inform the student of the Panel's decision in writing.
- 12.6 Where an allegation has been upheld the student's file/record will be made available to the Panel at this stage along with a short summary of the student's current academic position. In arriving at a decision on disciplinary penalties to be applied, the Panel will take account of any previous penalties on record and shall impose the penalties on an individual basis.
- 12.7 The record of the hearing and all proceedings will be kept by Academic Registry and a copy will be placed on the student's file. This will normally be retained for six years after graduation but may be retained for longer in more serious cases.
- 12.8 The student will be informed in writing of the decision of the Panel within five working days.
- 12.9 Where a disciplinary case has been brought against a student as the result of the complaint of another student, the student bringing the complaint may be informed of the outcome of the disciplinary provided that this does not breach data protection legislation.
- 10. Penalties for breaches of Student Code of Conduct under Student Disciplinary Regulations
  - 13.1 Where the Disciplinary Panel find that a breach of discipline has been committed by the student or the student has admitted a breach the Panel will consider applying the

penalties set out below. In imposing a penalty, the Panel will consider the seriousness of the breach and the proportionality of the penalty:

- 13.1.1 No further action in respect of the breach of discipline;
- 13.1.2 Oral reprimand from the Chair of Disciplinary Panel;
- 13.1.3 Formal warning and a record of the warning will remain on the student's file for a period of 12 months;

- 13.1.4 Repair or restitution by the student to the property or equipment damaged or compensation to be payable of up to Rs 1000/ (the amount imposed to be proportional to the damage suffered);
- 13.1.5 Removal or restriction of Institute benefits/facilities/privileges;
- 13.1.6 Requirement for written undertakings that the Student Code of Conduct and Institute Regulations will be observed for the remainder of the student's studies by way of a contract for good behaviour/conduct;
- 13.1.7 Report concern to the student's accommodation provider in Institute managed residential property if any;
- 13.1.8 Suspension either from the student's course of study and related academic privileges, for a specified period of time or until specified conditions have been met;
- 13.1.9 Withdrawal from the student's course of study and related academic privileges;
- 13.1.10 Expel the student from the Institute, which means that the student will not receive any credits achieved during their time and will not be allowed to return as a student to the Institute;
- 13.1.11 Recommend to the VTI Assessment Board /External awarding body the withholding, delay or rescinding the award or other qualification from an individual where there has been fraud or misrepresentation.
- 13.2 If a student fails to comply in whole or in part with any order of the Disciplinary Panel, the Discipline Master/Supervisor may refer that non-compliance back to the Disciplinary

Panel for further consideration. The Panel is entitled to escalate the sanction within the options under Section 11 above.

- 13.3 All cases will normally be concluded within one month of the receipt of the case by the Discipline Master/Supervisor or his/her nominee.
- 13.4 The outcome of all cases and full written reasons shall be communicated to the student in writing.

# 14 Appeal

14.1 The **Appeal Regulations** under Section 2.44 of the *Academic Regulations* provide a single process for a student who wishes to appeal against outcomes arising from the decisions made under the Student Disciplinary Regulations. Following an appeal the Institute will issue the student with a Completion of Procedures letter. If a student has made an appeal and is still not satisfied with the outcome of the Appeal procedure, they may refer their case to the other appropriate Office.

# 8 Engagement and Student attendance monitoring policy

# 1 Introduction

- 1.1 This document sets out the policy and procedure employed by the vocational training institute Itd-VTI to monitor student attendance and engagement on all INSTITUTE courses, including Full time and Part Time and while on assessed placements. It also outlines the activities the institute undertakes to encourage students to attend scheduled classes and also engage with the full range of learning opportunities and, thereby, increase their success.
- 1.2 The Policy also sets out how that the vocational training institute Itd-VTI monitors of students sponsored by the vocational training institute Itd-VTI under Visas and Immigration dept Sponsorship scheme in accordance with the the vocational training institute Itd-VTI's statutory obligations under its its license.
- 1.3 The Policy is set in the context of research which demonstrates that student attendance correlates strongly with student performance. While this is not the case for all students, the vocational training institute Itd-VTI believes that monitoring and encouraging attendance is important to support students in their academic studies as such has the potential to indicate those students at risk of leaving their course early or of failure.
- 1.4 The vocational training institute Itd-VTI aims to improve the attendance and engagement of all students. Attendance in lectures, seminars and workshops provides students with the skills and knowledge necessary to successfully complete the course. It is, therefore, in the interests of every student to attend their scheduled sessions. Engagement with the available learning resources and with assessment is also key.
- 1.4 Attendance Monitoring and engagement is central to the work being undertaken in Learning Analytics which aims to support student success. This aspect of the Attendance Monitoring and Engagement Policy should be read in conjunction with the vocational training institute Itd-VTI's **Learning Analytics Policy**.

# 2 Attendance Requirements[1]

- 2.1 Attendance is expected of all students on every element of their course. This refers to lectures, seminars, workshops, practical sessions and any form of summative or formative assessment. Attendance also includes all VTI LTD activities as compulsory.
- 2.2 For students undertaking a period of time on an assessed placement in

industry or practice, this policy also outlines expected attendance during the placement.

# 3 Attendance Requirements[2]

- 3.1 The vocational training institute ltd-VTI has a particular duty to ensure that inland student/VISA STUDENTS are in attendance, including during any placement, as a condition of its License. Non-attendance could result in withdrawal of sponsorship, which will be reported to, consequently affecting the student's status in Mauritius. This monitoring and reporting is a legal requirement for all sponsors.
- 3.2 Participation in class is required. Irregular attendance not only hurts a student's course work, but it weakens the class as a whole and is not permitted. Since this course has frequent **in-class mcq and regular explanation and discussion**, missing one of those days will also affect your grade in the exam. Attendance is recorded every day, and

students with excessive absences will be officially dropped from the course in accordance with College rules.

**3.3** Student obtaining less than 80 percent attendance will not be accepted onto examination either locally or internationally or both except on management recommendation and discretion

# 4 Attendance monitoring in scheduled classes

4.1 Monitoring refers to all recording of student attendance, whether through Student Attendance Monitoring system (SAM) or paper-based. Students are required to touch in to all scheduled classes including lectures, workshops, seminars etc. at the beginning of the class using their the vocational training institute Itd-VTI Student ID Card/NTA if any. Where taken, students are also required to sign any manual registers.

# 5 Collection and use of data for engagement

- 5.1 Touch-in data is recorded every time students use their I D card/other control methods to enter a the vocational training institute Itd-VTI building, recording the time and date that this occurred. Monitoring engagement with study is also undertaken by monitoring blackboard usage and submissions to assessment.
- 5.2 This data is used as part of the vocational training institute Itd-VTI's Learning Analytics project to support student success. The data on a student's general engagement with the vocational training institute Itd-VTI and the learning resources, combined with SAM data, is used to model the successful study behaviours which enable students to succeed. It is also used to predict which students might require further support.
- 5.3 Students who are not attending or engaged will be contacted by the Student Experience Service to re-engage them with their course. A list is produced on a weekly basis and an institution-wide process is followed.
- 5.4 The vocational training institute Itd-VTI has a separate process for internship Internships are a defined group of students who require significant data for reporting purposes. A key aspect of this process is to produce a clear reporting process which includes excellent communication between all stakeholders involved.
- 5.5 Depending on the stage of the process, the intervention changes from who makes the contact and the type of contact (e.g. phone calls, text messages and emails).

# 6 Use of attendance data for reporting

- 6.1 SAM data is used to assess whether students are meeting attendance requirements for the Student Loans Company (SLC).
  - 6.2 Where a student is not attending at the point of a census, they may be withdrawn and this will be reported to the SLC who will end payments.
- 6.3 The internship Non-Attendance Process includes an outcome where the vocational training institute Itd-VTI contacts the internship 's employer after continuing non-authorised absence or otherwise as agreed with the employer.

# 7 Authorised absence

- 7.1 Short-term absences due to illness do not need to be authorised, but it is advised that students contacts a member of staff to inform them if they are not able to attend scheduled sessions, or individual meetings that have been pre-arranged.
- 7.2 Students should not normally be absent, unless as agreed with tutors, for a period of more than 5 working days.
- 7.3 Instances of illness or other extenuating circumstances that affect an assessment or examination should be reported to the vocational training institute Itd-VTI. Students who are undertaking assignments affected by illness or other factors may request extensions. Following the two week extension period or for any missed examinations, students should complete a Mitigating Circumstances application completed with the relevant evidence (doctors or hospital note).
- 7.4 Students are permitted to apply for temporary leave, suspension of studies, or deferral of their course of study for personal or medical reasons.

# 8 Research students if any

- 8.1 Research students must be in regular contact with supervisors and be able to provide evidence of continued research and progress in their research topic.
- 8.2 Non-demonstration of research progress and non-attendance to planned supervision sessions by research students will be investigated by thesupervisor, and a determination of the reasons for it sought.

# 9 Withdrawal for non-attendance and/or engagement

9.1 The vocational training institute Itd-VTI may withdraw a student from their Course if they are not attending/ and submitting assignments or in the case of research students are not attending supervisory sessions or engaging with their research.

# 10 Placements

- 10.1 Students who are on assessed placements must attend them as required by the employer. At the end of the placement, students will be required to demonstrate that they have undertaken the required hours at their placement in addition to any assessment.
- 10.2 The attendance of students on visas on placement will be monitored by the Placement Office fortnightly.

# 11 Non-attendance by sponsored students

- 11.1 The vocational training institute Itd-VTI is required to abide by the License Sponsorship duties outlined by the pass port office. Under these duties the vocational training institute Itd-VTI is legally required to monitor all sponsored students and to maintain attendance records, reporting non-attendance when necessary.
- 11.2 A student who has been issued with a visa to begin either a pre-sessional course, or other course, will be provided with a start date. If the student does not attend within two weeks of the enrolment period or start date, their non-attendance will be reported to the pass port office, and their sponsorship will be withdrawn.
- 11.3 Students are expected to attend all sessions scheduled by the vocational training institute ltd-VTI. Students' attendance within the vocational training

institute Itd-VTI will be monitored through the SAM system. Any student who fails to attend for one week will be sent an email/phone/sms warning them of the consequences. The School Office will contact the student and ask them for evidence of why they were not in attendance. If the student is still not in attendance after a second week a second email will be sent and again attempts to re-engage them will be made. Students who do not re-engage as required with have their sponsorship withdrawn and the pass port office will be informed.

- 11.4 Any pre-sessional courses being undertaken are compulsory.
- 11.5 In addition to the expected attendance, students must attend for all enrolment, induction and re-enrolment sessions.
- 11.6 When a student is on an assessed placement their attendance is also compulsory, and attendance will be monitored by the placement team on a fortnightly basis. Where a student is absent without authorisation, attempts will be made to re-engage but if this does not occur the student will be liable to be reported to the concerned dept to have their sponsorship withdrawn.

# 9 Examination-Assessment Policy

# Purpose

This policy details the VTI ltd 's requirements around all examination practices – internal/external/rpl or any other assessment in place or to be in place. It is also intended for the purpose of achieving internal verification- coordinated and consistent examination practices across the Institute either for internal, external or other mode of exam including theory, practice ,rpl ,online or others etc.

# Note that the external examination are governed by its examination policies and its quality assurance and to be observed accordingly

# **Policy Statement**

Examinations play an integral part in assessing the skills and knowledge attained by students as a result of studying a particular subject/course/level. The Institute conducts both practical and written examinations in many subjects and courses, and expects students to be aware of the associated requirements of those examinations. This policy outlines the basic principles supporting examinations at the Institute and the expectations of both students and staff. This policy should be read in conjunction with the vti Itd 's Assessment and other related examination Policy which outlines the broader assessment principles of the Institute .

# Policy & Guidelines against Malpractice

### 1. Policy 1.1 Purpose of the policy

The centre is committed to ensuring that the exams management and administration process is run effectively and efficiently. This exam policy will ensure that:

• all aspects of the centre's exam process is documented and other relevant exams-related policies, procedures and plans are signposted

- the workforce is well informed and supported
- all centre staff involved in the exams process clearly understand their roles and responsibilities

• all exams and assessments are conducted in accordance with awarding body regulations, guidance and instructions, thus ensuring that "... the integrity and security of the

examination/assessment system is maintained at all times and is not brought into disrepute." [General Regulations for Approved Centres (GR)

• ensure that all candidate data where required by the awarding body has been supplied to the awarding bodies within the terms of the General Data Protection Regulation, the Data Protection Act 2018 and the Freedom of Information Act 2000, and that candidates have been properly informed that this data has been transferred to the awarding bodies

• exam candidates understand the exams process and what is expected of them.

This policy is reviewed annually to ensure ways of working in the centre are accurately reflected and that exams and assessments are conducted to current awarding body regulations, instructions and guidance.

This policy will be communicated to all relevant centre staff.

### **Examinations assess learning outcomes**

Examinations will assess a student's grasp of published subject learning outcomes. Final

examinations will assess most (if not all) learning outcomes for the subject, while quizzes/tests/ assignments and mid-semester/Trimester/Term/semester(Continuous assessment) examinations will assess only some learning outcomes.

# Authenticity

VTI guarantee authenticity, currency, sufficiency and recency of evidence submitted by candidates for the purpose of the portfolio etc for each and every assessment

# **The Authentication Process**

Purpose

The purpose of the Authentication Process is to ensure fairness, consistency and validity of assessment and of the outcome of assessment i.e. learner results across each major, special purpose, or supplement award. The Authentication Process will ensure that the external awarding bodies receive accurate and quality assured learner results.

The Authentication Process established include; internal verification

**external authentication** Authenticity: the assessor is assured that the evidence presented for assessment is the student's own work

# Examination sessions

Examinations are held between 8am and 6.00 pm, Monday to Friday as per normal scheduled class times or as may be requested by the authority. . This excludes special cases.

Incorrectly reading or misunderstanding the examination timetable will not be accepted as a reason for failure to attend an exam.

Examination are normally held in the last week of May and starting of June [June session] and end of Nov and starting of December for December exam series each year and as may be decided by the exam bodies .

# Timing of Examinations

Examination dates and times as per the internal / external body should be noted in school calendar/notice board . The Examination Timetable is published for all students to see. Each Semester/Trimester/ Term/semester , an examination timetable will be published and students are notified of its publication by pasting them on the notice boards or in the classrooms/trainers notice copy book. Additionally, the date for release of the Examination Timetable is clearly outlined on all the school Calendars. Where an examination is to be

postponed or rescheduled, a notice will be sent out to the students and staff as soon as possible..

Continuous assessment examinations held during class time will not be on the Examination timetable, but will be clearly outlined within the relevant Course Outline/notice board /trainers notice copy book.

A timetable can only be published once as a draft before becoming FINAL.

Final timetables should be published two weeks before the Examinations wherein a Draft should be published a week before the Final one.trainers are expected to stop at least a week before Exams or as may be decided by the authority /external body.

# Examination scheduling

### Formative and summative\* test are held as follows

January intake:[F/T & P/T]	February [F/T]	June Intake : [F/T & P/T]
Last week of February	Last week of March	Last week of July
Last week of March	Last week of April	Last week of August
Last week of April		Last week of Sept
End of May [S] *	End of May [S] *	End of Nov[S] *

- 3. All examination for June /December or otherwise stipulated, must be published and shared with dept./ trainers and other staffs, the office, three weeks before the examination to avoid clash in the use of space. Where there is a clash in the use of space, the exam supervisor will work out a solution to the best interest of both parties.
- 4. An end of term, semester and programme examinations paper should not be less than one and half hours and not more than three hours in duration including reading time or as may be decided by the exam body.
- 5. Examinations will be scheduled taking into consideration the mix of courses undertaken by students and endeavoring to minimize, or preferably eliminate, clashes of examinations for units taken by class cohorts or individual students.
- 6. Where clashes cannot be avoided, special arrangements will be made to enable affected students to undertake the examinations as close as possible to the scheduled time.
- 7. A student may be required to undertake a maximum of two examinations in a single day..
- 8. A student should have a minimum of 30 minutes break between end time of one examination and start time of another.

# Examination Guidelines (provided at the end of the teaching period)

Any instructions specific to the examination are provided by the trainer/supervisor in the class prior to the examination being conducted. For example, if an open book examination is to be held in class the following week, the trainer/supervisor will outline how many pages of notes are allowed to be brought into the exam. If the examination is to be held in the examination period for the Semester/Trimester/Term, examination instructions will be provided in the last class of the Semester.

# Responsibility of the School for examination preparation

For all examinations, the School is responsible for:

- 11. setting and publishing an examination timetable/or as per authority;
- 12. ensuring that examinations do not cause a timetable clash with other examinations;
- d) organising examination venues;

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- e) quality control of examination papers, including content and ensuring adherence to the standard assessment format;
- f) printing of quality-assured examination papers/safe guarding for received ones ;
   6
- g) supply of examination materials (for example, writing booklets and multiple choice answer sheets or as per the exam body ;
- h) provision of adequate examination invigilation if need be or as may be decided by the authority;
- i) preparing adequately for students with a disability and/or ill-health;
- j) marking of examination papers and submission of results or as may be decided by the exam body
- k) providing examination feedback to students **Collection of Examination Papers**

Supervisors /trainers in Charge, or nominee, must collect students' examination scripts in person from the designated location, within 2 working days after the examination or as may be decided by authority/examination body or as may be decided by the exam coordinator.

**Examination types and methodology** Depending on the assessment, methodology varies . Refer to Examination policy

For the different qualifications, learners will be required to complete

- online e-volve multiple-choice assessment
- dated entry written exam
- assignment –Port folio-work book see practical below

#### **Practical examinations:**

-Practical -exercises. Oral:

-Oral examination activities

-Portfolio assessment

Although not an examination, but for schools that includes Portfolio in its assessment, examination results cannot be submitted without including Portfolio grades. All courses including Practical assessment have highlight portfolio grades in the mark sheet

#### Grading of assessments

-Practice/ Assignments are graded as Pass only as detailed in the Assessment Pack.

--Multiple choice/Dated entries tests are graded as Pass/Merit/Distinction

Worked example of calculating points values:

Below is a worked example for an assessment consisting of 60 marks, with a Pass boundary set at 40% (24/60) and Distinction boundary set at 70% (42/60):

How grades are set Pass and Distinction grade boundaries are set using expert judges during our awarding process, in this example at 24 and 42.

The Merit grade boundary is set arithmetically, midway between the Distinction and the Pass, rounded down where this is not a whole number. In this example the Distinction boundary is 42 and the Pass boundary is 24, therefore the Merit boundary is 33.

Assessment	Pass boundary at 40%	Merit grade boundary	Distinction boundary
Consisting of		[between the	at 70%
		Distinction and the	
		Pass]	
60 marks	24/60	33.	(42/60):
	20/50	27/ 28	35/50
50 marks			
40 marks	16/40	22	28/40

**RPL-Recognition of prior learning-** The methods of assessment used fot the **RPL** will be determined by the assessment strategy for the qualification being assessed and might, for example, include:

- examination of documents,
- expert witness testimony
- reflective accounts
- professional discussion

# Information on assessments Success/e-volve can be received from the examination policy and the external course syllabus hand book

Throughout a typical course of study, students will undertake a variety of examination types including, but not limited to and as per the exam body:

#### **RPL.** Recognition of Prior learning

• In the absence of recognized qualifications, a large proportion of people face severe disadvantages in getting decent jobs, migrating to other regions and accessing further education, even though they might have the necessary knowledge and skills. The Recognition of Prior Learning (RPL)

process can help these individuals acquire a formal qualification that matches their knowledge and skills, and thereby contribute to improving their employability, mobility, lifelong learning, social inclusion and selfesteem. 7

- This increased prospect for inclusion in the labour market is a win-win situation for all as employers are likewise able to access proof of skilled personnel and better match them with suitable jobs, while also increasing productivity. And governments are further able to have better assurances of increased competitiveness and economic growth, as well as social inclusion and equity.
- With an increasing recognition of the learning acquired through formal, non-formal and informal means, many countries have, with the assistance of the International Labour Organization (ILO) and other institutions, sought to implement established RPL systems
- Vti offer city and guilds of London scheme 9200 level 4 to 7 of the rpl
- Although not an examination to be taken,rpl is interview/professional discussion process aligning the evidences with the required standard for certification..

#### **Distinctive Examination papers**

Every written examination shall be offered with a distinctive examination paper for that cohort and examination time. Every subject/ course tutor or department shall prepare a total of three

f) unique examination papers for each examination. This ensures that there are different papers for students sitting the exam at the scheduled time, the scheduled deferred time (due to absenteeism), and allowing for one additional examination time (special circumstances alternative exam) or as may be decided by examination body.

# Concurrent use of the same examination paper (use of the same examination paper for students in two or more different locations

Concurrent use of the same examination paper is permissible only:

- 13. where an examination is being held for the same unit in multiple locations at the same time;
- 14. where required for units being taught out or as part of transition arrangements

Requests for concurrent use of the same examination paper must provide the following:

10. a separate examination request and examination paper for each campus hosting the examination, even where content is identical;

11. where concurrent use of an examination paper is requested to be used for multiple units the request must identify each of the units and campuses to be examined concurrently.

Requests for use of an examination paper for multiple examinations will be accommodated where possible. If not possible, an additional examination paper will be required

#### Student sitting to an examination

A student is an individual person who is formally enrolled to study at the Institute . The

individual person is that who appears on the Institute 's documents such as enrolment, admission

and payment documents, and who is assigned an individual Gambia Institute student ID.

#### Rules for students and invigilators

#### Examination Attendance & Submission

- <sup>j)</sup> In keeping with the Assessment Policy –students are strongly encouraged to attend and complete all examinations in order to attain a final grade that fully represents the student's total knowledge of the subject and to provide the greatest chance for academic success.
- k) All on campus examinations must be attended at the appointed time, with the examination submitted to the examination invigilator prior to leaving the room (or the lecturer/tutor if the examination is held in class time).
- <sup>1)</sup> A student who fails to attend/submit an examination or quiz with no satisfactory explanation will receive a mark of 0 for the examination unless they are granted a deferred examination or special circumstances.
- <sup>m)</sup> Attendance at examinations must be prioritised over any other clashing class attendance. Students will have their attendance recorded at every examination.
- <sup>n)</sup> Examination invigilators are supposed to be in the examination with the examination papers at least 30 minutes before the start of the examination.
- <sup>o)</sup> Examination invigilators who fail to attend or on time with no prior arrangement will be considered as breaking the codes of the examinations and a serious misconduct.
- <sup>p)</sup> Examination invigilators are not supposed to leave the examination hall at any time during the examination without a replacement. The invigilator is the last to leave the hall after all the students have submitted their papers.

#### Late arrival

All students must arrive in the examination hall at least 30 minutes before the start of the examination so as to settle down and allow the invigilator to verify and check Institute ID cards. Students arriving more than 30 minutes after the published examination start time will not be permitted to enter the examination room and should immediately discuss possible special circumstances or options for deferral of examination. It is the responsibility of the student to

'be well informed about course requirements and seek academic assistance if in doubt';

forgetting the start time of an examination, misreading subject codes or failing to check the time on the timetable will not be considered an acceptable reason for a deferred examination.

#### Identification during Examination

Students are required to take their Institute (Student) ID into all examinations. A student without a Institute ID will not be allowed to write to the examinations unless cleared by the Office of the Registrar.

Students are required to be in proper Uniform during examination. A student not in proper uniform will not be allowed to write to the examinations.

#### Use of writing paper

Writing papers will be supplied. Students are not permitted to take their own writing papers into the examination.

#### Written Material

Unless identified as an Open Book Examination, students will not be permitted to take any written material into an examination. This includes any written material on electronic devices, paper, or any other written material at all (including on their body such as arms).

If students are identified as having unauthorized written material within an examination room (regardless of the details of that written material) prior to the examination start time, they will be requested to leave the room immediately to dispose of the written material (e.g. to leave papers outside or wash arms if writing is on them). The examination start time will not be delayed to wait for students to return to the room, however students will have up to 30 minutes to re-enter the examination room as outlined above.

If written material or electronic device is identified after the examination has started, students will be required to leave the examination room immediately and not return; they will be referred to the Discipline committee.

If a student requests to leave the examination room at any stage during the examination (e.g. toilet break), they will be escorted to and from the requested location. On reentering the examination room, the student will be required to reveal to the examination invigilator anything which may be in their hands or pockets, to ensure continued academic integrity is maintained.

#### **Open Book Examinations**

Open book exams seek to assess a student's understanding of key concepts, rather than recall or memorization. Open book exams are important tools as an assessment method and students should be diligent in preparing for such an exam, as the key is locating information in a quick and timely manner.

In an open book exam in any school, students may bring in hardcopy reference material, including handwritten notes, hardcopy dictionaries and textbooks with any annotations. The lecturer will advise students in the last week oftrainersbefore the exam of what hardcopy material will be allowed for that particular exam. No electronic devices will be allowed into an open book examination.

It is a student's responsibility to be equipped with the necessary tools for exams or quizzes (including textbooks, dictionaries, notes, software packages etc), and lack of preparation or equipment will not be accepted as reason for deferral of examination.

#### **Electronic Devices**

Calculators may be allowed into an open book exam only if it is a science-based exam and requires complicated calculations to be completed. Students must check with the subject lecturer in advance if calculators have been approved for use in their particular exam. No formulas or any other information are permitted to be stored or written on any part of the calculator. Other devices which are not primarily calculators but which have a calculator function are not permitted.

Any other type of electronic device including laptop computers, iPads, tablet computers, electronic dictionaries, mobile phones, wearable Apple watch and digital pen cameras are not permitted in the exam room at any time, in an open book or a closed book exam with the exception of special cases.

Students with disability e.g. Visual impairments are allowed to use laptops for the examinations

#### Keeping of personal belongings (bags, books etc)

No handbags, briefcases, files folders etc. are allowed into the examination room. Where these items have to be kept in the examination hall, the examination invigilator will indicate the approved location within the room for any personal belongings taken into the examination room; any belongings not placed in this location may be removed from the student for the period of the examination. The invigilator will not be held accountable for lost or damaged personal belongings.

Examination invigilator's mobile phones must be on silence and should be used for examination purpose only.

#### Starting time of Examination

The time listed on the examination timetable is the time when the examination commences.

Students must not commence writing until the supervisor has given permission.

#### Early departure from examination rooms

Except in special circumstance, a student must not leave the examination room until 30 minutes after the commencement of, or during the final 10 minutes of an examination.

Students who wish to leave the examination room prior to the scheduled finish time (and within the times specified above) must adhere to instructions provided by the invigilator.

#### Signing of examination attendance register

Each student shall sign an examination attendance form bearing his name, at the time of handing over their examination scripts.

#### Talking during examination

During the examination no student shall speak to any other student or make noise or disturbance. A candidate must put up his/her hand if he/she needs the services of an invigilator. Candidates will be asked out of the hall after two warnings and the case refered to the Discipline Committee.

#### Leakage

Where cases of leakage are established in a subject the entire result of the candidates offering the subject shall be withheld pending the cancellation of the subject results by the examination committee. The results of any candidates who are found to be innocent by the committee shall be released.

Candidates proved to have been involved in the leakage of any subject in which leakage has been established shall have their entire results withheld pending cancellation by the committee. The student(s) responsible will be immediately withdrawn from the Institute . (See student code of conduct)

Where it is established that the Institute staff condoned, connived, at or encouraged the leakage, the entire results of all candidates shall be withheld pending cancellation by the committee. Where it has been proven that the Institute staff is the culprit, disciplinary actions will be taken against that staff.

Where there are established cases of mass cheating/collusion in a subject as a result of bad invigilation/supervision, the entire results of the candidates shall be withheld pending cancellation of the subject results for those confirmed to have cheated.

Where more than half of the students in a subject are involved in cheating/collusion this should be regarded as mass cheating, except when the number of students in that subject is less than half the number.

Students who disobey the regulations will be reported to the proper authority and may have their results cancelled.

In all cases of irregularity, misconduct or malpractice, the committee may, after considering the report, cancel either the result of the subject or the entire results of all the subjects of the examination of the student concerned.

#### Illness during examination

If a student becomes ill during an examination and temporarily leaves the examination venue, but remains under supervision, no extra time will be allowed for the student to complete the examination. In this circumstance the student may submit an application for special consideration as per the *Assessment Policy and Assessment Procedures*.

If the student decides to continue the examination, the Examination Supervisor may make a decision to move the student to an alternative location, to reduce disruption to other students. The time required for the move will be added to the student's allocated examination time.

Where a student leaves the examination hall on the grounds of illness for more than 30 minutes will not be admitted into the hall and shall apply for a deferred examination.

If a student becomes ill during an examination and is unable to continue the examination, the student may apply for a deferred Examination. If a deferred Examination is granted, the uncompleted examination (when the student fell ill) will not be marked.

#### Insult/Assault on Supervisors/Invigilators

Where a student insults or assaults a supervisor/invigilator in the lawful performance of their duties inside or outside the examination hall, or in any other way disturb the conduct of the examination, the entire result of the candidate shall be withheld pending cancellation by the Examination Committee. The candidate may be handed over to the Institute authorities. In addition, the candidate shall be banned from taking any examination conducted by the Institute for a period of not less than three years.

Any student who violates any of these rules will be dealt with in accordance with the decisions of Disciplinary Committee governing the examination.

#### Conclusion of examination

At the conclusion of the examination all students shall stop writing when instructed to do so, and shall gather their scripts together ready for collection by the invigilator. Failure to stop when told to do so may result in the deduction up to 5 marks. All students must maintain examination conditions until all papers have been collected and the supervisor/invigilator has given students permission to leave the examination room.

#### Materials left outside examination room

The Institute accepts no responsibility for the security of any materials left outside an examination room.

#### Notification of examination adjustment and special adjustment requirements

Students with a disability and/or medical condition should consult the Special needs focal person to register for examination adjustments as early as possible, preferably at the time of enrolment as and no later than the census date of the relevant study period.

Where examination adjustments are not addressed to the Special needs focal person, one of the following actions will be taken:

- f) The student may be required to sit their examination/s during the deferred examination period; or
- f) The Special needs focal person may liaise with the relevant School/s regarding the provision of a School-based examination/s outside the central examination period; or
- g) The Special needs focal person may liaise with the School/s regarding alternative assessment/s in lieu of an examination/s.

#### **Deferral of Written Examinations**

In certain situations, students may apply for deferral of a written examination. These circumstances include:

- 8. Serious personal or emotional trauma (such as a death in the immediate family)
- 9. Exceptional circumstances involving serious student illness, which would prevent attendance at the examination
- 10. Religious observances ( the day itself) which clash with the published Examination Timetable
- 11. Officially recognized Public Holidays
- 12. A student who delivers a baby during the examination period

Deferral of examination will not be granted for:

- 13. Reasons based on pregnancy
- 14. Other study commitments
- 15. Work commitments
- 16. Holiday arrangements
- 17. Social and leisure events or personal commitments
- 18. Misreading the examination timetable
- 19.Lack of preparedness (e.g. student does not have access to set text for open book exam)
- 20. Forgetfulness.

Special Circumstances may apply in relation to events such as travel overseas, work commitments or important functions such as weddings. These will be reviewed on a case by case basis on consideration of the facts and the supportive documentation supplied. If applying for a deferral for a significant event such as a wedding, a formal request must be submitted prior to date of the examination in which you are seeking a deferral wherever possible.

Applications for deferral of written examination will not be granted where the relevant decision-maker is not satisfied that the student took reasonable measures to avoid the circumstance that contributed to the student missing the examination.

Applications for such consideration should be submitted at least three days before the scheduled date of the examination. In rare situation where that is not possible, applications will be accepted until three working days after the scheduled examination date. To apply for deferral of examination, students must complete the Deferred Examination Application Form (to be provided) and submit this to an Academic coordinator of their school within the above time frames. The application form must be accompanied by documentary evidence supporting the application for deferral.

Please note – if the student is claiming serious illness as their reason for deferral application, a medical evidence will be required which details the student's lack of fitness to sit an exam on all available exam dates.

Some practical examinations may also be deferred if certain circumstances apply. Please see Practical Examinations section below for further information.

All other examination / quiz assessment items must be attempted at the appointed time.

#### Timing of Deferred Examinations

All deferred examinations are to be held not more than three months after the examination took place. If the student is unable to attend the advertised deferred examination time due to the same situation as applied in their original examination deferral application, they should contact the Director of School for consultation with the Academic Board to discuss further options.

Students who fail to sit the deferred examination at the advertised and notified deferred examination time without any notification to the Institute will automatically fail the examination.

#### **Results Release after Deferred Examinations**

Results are normally released at the end of a Semester/Trimester /Term prior to the deferred examination period. Any student who has an approved deferred examination for that Semester/Trimester /Term will receive an Incomplete grade (IC) for that subject/Course until such time that the deferred examination is marked and the grade released. Results are released for deferred examinations as soon as possible after marking is completed and students will be notified.

Under some circumstances, students may be offered the opportunity to sit an alternative examination outside of the examination period. These circumstances may include resolving a grade appeal or other academic situations where the Grievance Policy or Special Consideration Policy has been applied. If this occurs, students will be contacted in writing (usually via email) to advise them of the alternative examination date and time; this time is not negotiable. Where possible, this time will be scheduled to coincide with the student's usual attendance at the Institute , however this may not be possible due to timetabling of other subjects.

Students sitting an alternative examination will be expected to adhere to the usual examination practices as outlined elsewhere in this policy. Alternative examinations will be unique papers to ensure academic integrity is maintained.

#### **Final Examination Feedback**

Students may request to view their marked examination papers and discuss the marking with a permanent member of staff within 10 days of the results being released.

Marked examination papers will be retained for a period of 12 months after the completion of the teaching period. Final examinations scripts are not returned to students.

#### **Practical Examinations**

Practical examinations are considered 'high stakes' assessment, in that they test the skills and knowledge required to be a safe practitioner.

Mid-semester practical exams are usually held in normal scheduled class time.

Final practical examinations are held in the practical examination period and are outlined on the Examination Timetable and school calendar. As with all exams to be held in examination period, students are expected to be familiar with the Examination Timetable to ensure attendance at the relevant exams.

In certain situations, students may apply for deferral of a practical examination if there are circumstances that significantly hamper their ability to attend at the scheduled examination time. These circumstances include:

- 8. Serious personal or emotional trauma (such as a death in the immediate family)
- 9. Exceptional circumstances involving serious student illness which would prevent attendance at the examination
- 10. Religious observances( the day itself) which clash with the published Examination Timetable
- 11. Officially recognized Public Holidays
- 12. A student who delivers a baby during the examination period

Applications for deferral of examination will not be granted where the decision-maker is not satisfied that the student took reasonable measures to avoid the circumstance that contributed to the student missing the examination. Deferral of examination will not be granted for:

- 11. Reasons of Pregnancy Other study commitments
- 12. Work commitments
- 13. Holiday arrangements
- 14. Social and leisure events or personal commitments
- 15. Misreading the examination timetable
- 16.Lack of preparedness (e.g. student does not have access to set text for open book exam, finance)
- 17.Forgetfulness.

Applications for such consideration should be submitted at least three days before the scheduled date of the examination. In rare situation where that is not possible, applications will be accepted until three working days after the scheduled practical examination date. To apply for deferral of practical examination, students must complete the Deferred Examination Application Form (to be provided) and submit this to an Academic coordinator of their school within the above timeframes. The application form must be accompanied by documentary evidence supporting the application for deferral.

Please note – if the student is claiming serious illness as their reason for deferral application, a medical evidence will be required which details the student's lack of fitness to sit an exam on all available exam dates (e.g. where an online quiz is available for a week, the medical evidencemust cover the full week).

#### Examination Re-sits

The Institute will not offer standard examination re-sits for any subjects, however under certain circumstances a re-sit may be offered as resolution to an academic issue (e.g. grade appeal). Any student who wishes to be considered for a re-sit of an exam due to grade appeal must

follow the steps outlined in the Grievance Policy or the Complaints and Appeals Policy – (whichever applies).

Where a re-sit is granted due to the application of either of the above policies, the re-sit grade will be the final grade applied to the subject.

#### Lost Examinations

Academic Staff who handle student examinations are required to exercise due diligence in handling these items to ensure they are not lost or damaged.

Where there are reasonable grounds to believe that the examination was attended and/or submitted correctly but the lecturer is unable to locate the examination paper, the lecturer should contact the Director of School who will take remedial action depending on the specific circumstances of the case.

Possible remedial action includes:

Offering the student the choice of repeating the examination (in the deferred examination period) with an apology.

#### Special Circumstances

Students may apply for consideration of other circumstances that significantly hamper their ability to attend an examination and which are outside of the normal circumstances for deferral (i.e. further to or outside of other provisions outlined in this policy). These circumstances may include temporary or permanent disability, original circumstances extending beyond the agreed deferral date, or other exceptional and unforeseen circumstances. Applications for such consideration should be submitted before the deferred assessment date. In rare a situation where that is not possible, applications will be accepted until three days after the scheduled date. Students must follow prescribed procedures to apply for consideration and must supply supporting documentary evidence. The Registrar will make decisions on approval of special circumstances based on the evidence provided.

It should be noted that applications for special circumstances will not be granted where the Registrar is not satisfied that the student took reasonable measures to avoid the circumstance that contributed to the student missing the examination date.

#### Student Integrity (e.g. cheating and plagiarism)

Students are accountable to standards of professionalism and ethics throughout their course of study and therefore the Institute takes a strong position on cheating and plagiarism (student integrity). All students should ensure that their examinations are appropriately protected and that they follow the examination instructions when preparing possible materials to take into examination.

Please refer to the Student Code of Conduct for details on academic dishonesty and the consequences for students who breach these policies.

#### **Related Procedures**

Venues for examinations- all examinations venue must adhere to the Institute examination standards. Students will sit to examinations at the school which they attend classes or in case of over flow of students use one or two of the other schools for the unit being examined, or an established examination centre.

Examination Invigilator – supervises the examination and ensures academic integrity is maintained in the examination room throughout the time allowed for the examination. In the examination room, the Invigilator's decision is final and not negotiable. If a student is requested to leave an examination by the Invigilator, they must do so immediately without further discussion. If the student believes they were asked to leave the examination without just cause, the student should follow the relevant steps and report the matter immediately to the Head of School

An Examination Invigilator may require any person in the examination room to:

- 12. confirm their identity and eligibility to be in the examination room through provision of a student's ID Card or a clearance from Registry;
- 13. show that they are not in possession of any unauthorised device or material as specified in the code of conduct;

- 14. answer any question relating to their behaviour whilst under examination supervision;
- 15. leave an examination room if a invigilator considers that a student's behaviour is such as to disturb or distract any other student;
- 16. surrender any device or material, which the Examination Invigilator considers to be unauthorised, for the duration of the exam; and/or
- c) comply with any direction that the Examination Invigilator deems necessary to ensure the proper and efficient conduct of the examination.

#### Availability of Subject/ Course Lecturer

#### Paper-based examinations

The Subject/ Course Lecturer of a unit/module, or alternative contact as approved by Head of School or equivalent, must be contactable during the whole period of the examination to answer any questions which may arise regarding the examination paper. The examination Committee or examination Invigilator must not make a determination regarding the content of an examination paper.

Where a subject/ course Lecturer of a unit/module is deliberately absent and no member of his/her department is available that will be considered misconduct and penalties will be applied.

#### **Computer-based examinations**

The Subject/ Course Lecturer must be present for at least 15 minutes at the beginning of a computer-based examination to set and deliver the required password for/to students and to ensure the examination commences appropriately.

The Subject/ Course Lecturer must provide students sitting a computer-based examination, and the examination invigilator (s) with written information equivalent to that provided on the cover sheet of a paper-based examination.

#### Examinations conducted in a clinical or science laboratory

Where an examination is conducted in a clinical setting or science laboratory, the Subject/ Course Lecturer must be present for the duration of the examination and is responsible for the supervision of all students undertaking the examination.

If an electronic device has been approved for use in an examination, the Subject/ Course Lecturer, or nominee approved by the Head of School or equivalent, must be present to inspect such devices.

#### Interruption to Examinations

Where an examination is affected by an unexpected interruption (for example, a power failure, computer/software malfunction, minor incidents etc.) the invigilator will implement appropriate and immediate action including any action necessary.

Minor disruptions to an examination, for a period of 15 minutes or less, will be accommodated by the provision of an equivalent period of additional time added to the end of the allocated examination time by approval of the Head of School.

The Supervisor will determine the appropriate course of action in the event of a significant disruption to an examination. A significant disruption may include repeated minor disruptions in the same examination session.

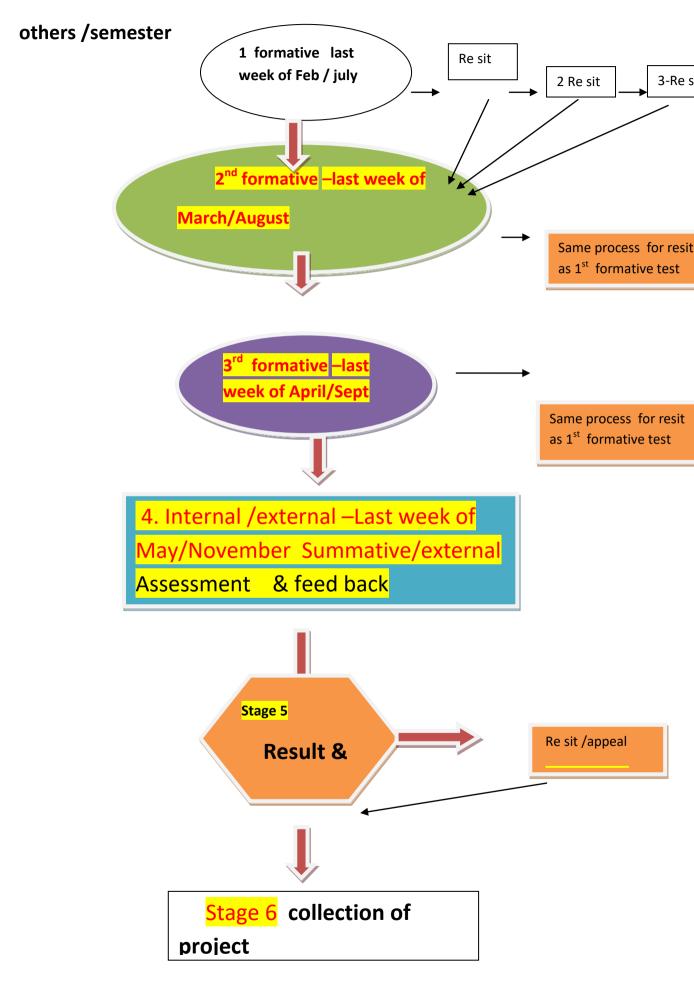
#### Role of the Exam cordinator and Program officer

It is the responsibility of both the exam cordinatoe-program officer's office to make sure that all examinations are conducted in a conducive manner free of all possible disruptions and in a standard form.

All school shall submit their examination timetables and invigilators timetable to the office of the exam sordinator-program officer - two weeks before the start of the examinations.

The exam sordinator-program officer have a mandate to do spot checks during the conduct of examinations and report any abnormalities to the Head of School, advise and even take necessary actions where needed in the case of serious abnormalities.

### Assessment & Time frame Flow chart at Vti ltd

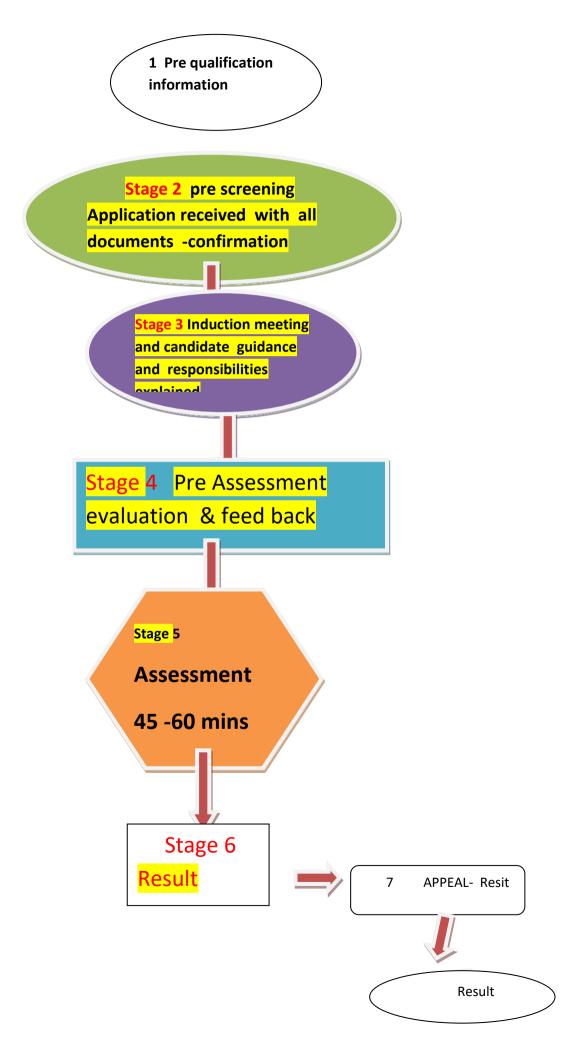


#### Time frame

1] stage 1 formative last week of Feb / july hrs	45 minutes -2
2] stage 2 formative last week of March /Augu	45 minutes -2 hrs
3] stage3 formative –last week of April / S	September 45 minutes -2 hrs
4. stage 4 Internal /external –Last week of Novembe	r Summative <b>1 hr- 6 hrs</b>
5 Sttage 5 Result - APPEAL months	from 1 day to 2
6 Stage 6 Re sit OR Dec-]	[ next exam June/
Stage 6 collection of exhibits /proje	WITHIN 1 week of declaration of result

# Note –Students should be informed as a notice by responsible trainers well in advance- see formative-summative notice

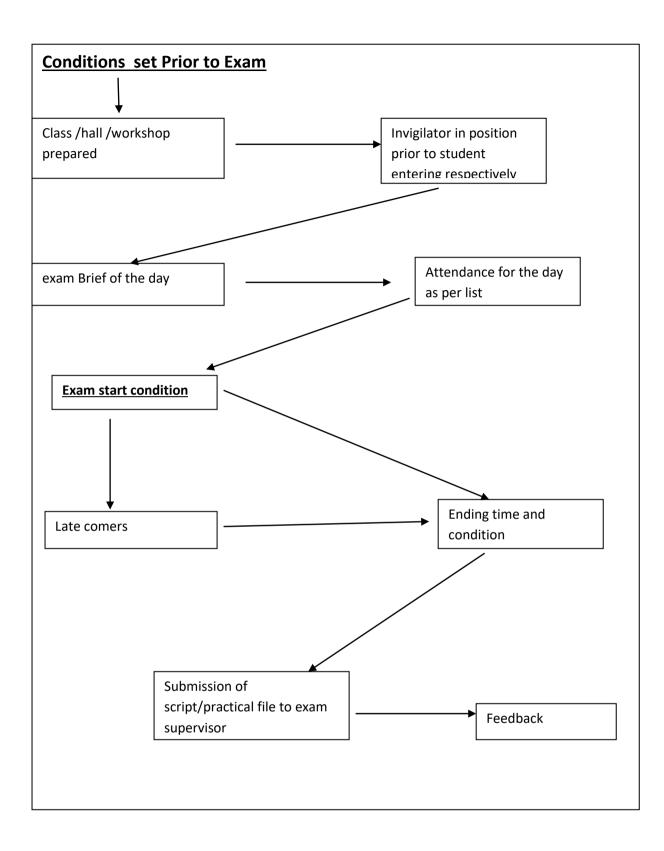


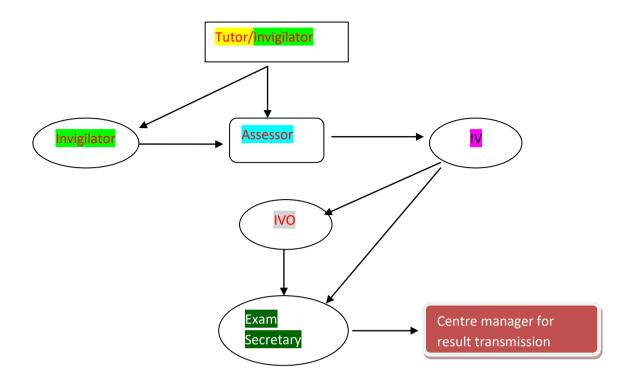


## Stages/route

Stage one	Pre-application	Candidate is provided information about the qualification.level,requirement and specialism	VTI
Stage two	Pre-screening	Candidate submits its application and identify the qualification against which award and level will be claimed	vti
Stage three	Initial Assessment and induction	An initial assessment of each candidate would be made before the start of their assesment	vti internal assessors
Stage four	Facilitation i	Pre assessment evaluation and	vti internal
		feed back	assessors
Stage Five	Facilitation ii	VTI Trainers guides the candidate in the preparation of the portfolio IF ANY	VTI
Stage six	Assessment	The candidate is assessed against the unit standards of the selected qualifications	[a] VTI assessors/s ^
			[b] moderated by <mark>C&amp;G</mark>
			External
			assessor
			[c] C&G Confirm EV result
<mark>Stage seven</mark>	<mark>Result / Appeal</mark>	<mark>Result is declared by city and</mark> guilds –ONLINE & award through MES	MES

1	Pre qualification information	45 minutes -2 hrs
2	Stage 2 pre screening Application rece	eived with all documents -
	confirmation	1-2 hrs
3	Stage 3 Induction meeting and candida explained	te guidance and responsibilities 4 hrs
4	Stage 4 Pre Assessment evaluation &	feed back 3 hrs
5	Assessment [6 to 8 mins each ]	45 – 60 mins-
6	Re sit/assessment [ wit	hin 1 week to 4 weeks] 35-50 mins
	Stage 6 / 7 Result - APPEAL	1 to 2 months

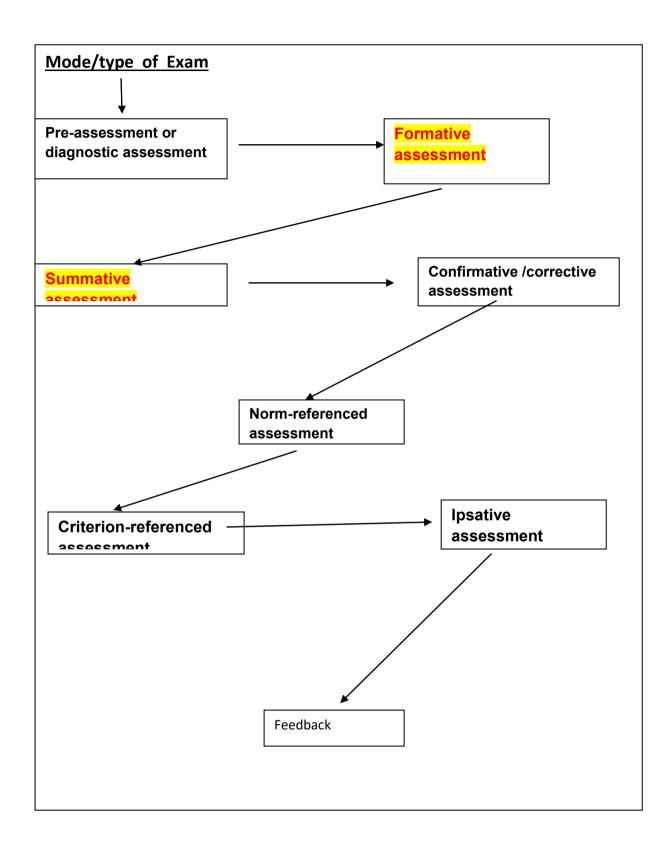




### Check list for Examination /assessment flow chart

One to three months	Notice for payment
Last week prior to transfer of payment	Reminder
Transfer payment to authority ————	Transfer payment
Late fee notice and received payment	Transfer payment
Provisional time table one month prior to examination	Provisional time table received
Original Time table last week prior to examination	Provisional time table received
Result – about two months Feb for Decmber exam and August for june exam	Result
Refer/ re sit/ appeal against result See policy	Refer/re sit/appeal
Collection of project	Collection of project

### Exam completion and result process Flow

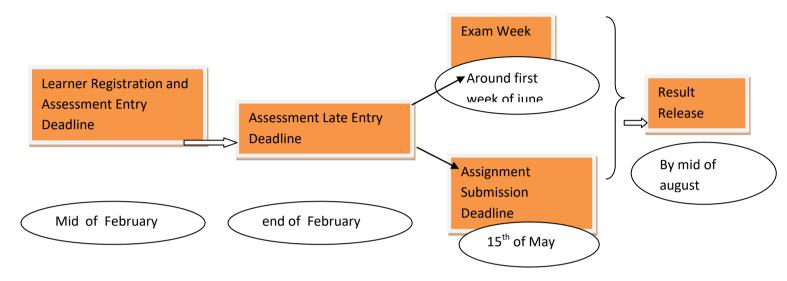


Events	Dates	Notes
June exam week	Last week of May and 2 <sup>nd</sup> week of June	Request for tentative dates a month before
Registration dead line	Mid of February	Ensure that your exam details- name, date of birth, exam code, units etc are correctly filled and registered
Late registration dead line	End of February	With a late fee of Rs 500 / approximate
Assessment submission dead lines	Mid of May and /as may be decided by external exam body	Follow the notice to avoid disappointment
Result declared dates	Mid of August	MES to deliver result
Materials collection	Week after result	Follow vti rules for material collection after result
Certificate issue	Two weeks after result	
December exam week	Last week of November and 2 <sup>nd</sup> week of December	Request for tentative dates a month before
Registration dead line	Mid of July	Ensure that your exam details- name, date of birth, exam code, units etc are correctly filled and registered
Late registration dead line	End of August	With a late fee of Rs 500 / approximate
Assessment submission dead lines	Mid of November and /as may be decided by external exam body	Follow the notice to avoid disappointment
Result declared dates	Mid of February	MES to deliver result
Materials collection	Week after result	Follow vti rules for material collection after result
Certificate issue	Two weeks after result	

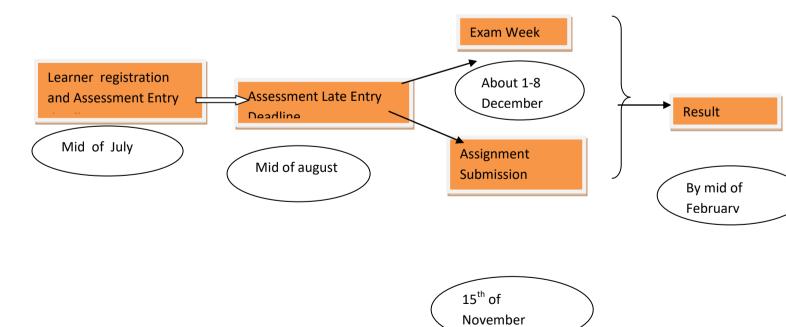
See below

## **External Assignment deadline**

# [a] June session



# [b] December session



#### Appendix 1a Student Exam Malpractice

Candidates must not become involved in any unfair or dishonest practice in any part of the examinations, modules tests or coursework submissions, such as:

• Sitting an examination in the name of another candidate

• Having possession in the examination room unauthorised materials such as notes, cases, leaflets, bags, stereos, iPods, MP3 players or pagers.

• Candidates must not talk or attempt to communicate with or disturb any other candidate once the exam has started

• Failing to follow instructions issued by the exam officer or invigilators during the examination

• Disruptive behaviour in the examination room

• Failing to follow the conditions of any supervision designed to maintain the security of the examination or assessment

- Working collaboratively with other candidates to produce coursework
- · Copying from another candidate or allowing own work to be copied
- Deliberate destruction of another candidates coursework

• Making a false declaration of authenticity in relation to the authorship of coursework or the contents of a portfolio

• Allowing others to assist in the production of coursework or assisting others in the production of coursework

• The misuse of examination and assessment materials and resources such as exemplar materials

- Being in possession of confidential material in advance of an examination
- · Including offensive or obscene material in scripts, coursework or portfolios

• Plagiarism: unacknowledged copying from published sources or incomplete referencing

• Theft of another candidate's work

Students are informed of these expectations both verbally before each examination, and in written form before they sit their first examination or begin their controlled assessment or coursework. This policy forms part of the Staff Handbook which is distributed to staff annually.

Failure to comply with these regulations could mean sanctions being imposed which range from warnings to loss of marks, loss of certification or disqualification for candidates breaching these conditions.

Any suspected instances of student malpractice should be reported to the Head of Centre for investigation immediately. The Head of Centre must report to the

awarding body as soon as possible all cases of suspected or actual malpractice in connection with an examination.

<u>Staff malpractice</u> includes complicity in any of the above, or awareness of any of the above without reporting it. It also includes, but is not limited to, failing to comply with awarding bodies' procedures relating to controlled assessment or coursework, or failing to comply with access arrangements procedures. In the event of reported staff malpractice or maladministration, the Head of Centre will investigate fully and take appropriate disciplinary action where required. The Head of Centre will also report suspected or actual staff malpractice to the awarding body as soon as possible.

#### Appendix 1b Conflict of Interest

All staff are required to declare any conflict of interest to the exam coordinator responsible for exams. He/She will ensure that measures are taken to mitigate any potential risk to the integrity of the qualifications affected. They will also keep a log of these measures. **See Conflict of Interest policy** 

#### Appendix 2 Checklist for LEAD invigilators (for written examinations)

This checklist summarizes the most essential actions for invigilating written examinations. Lead Invigilators **must** fully understand the Instructions for conducting examinations.

#### Arranging the examination room

Check that any charts, diagrams, etc. have been cleared from the walls.

Check that you have the following on display:

Mobile Phone poster;

Notice to Candidates (written examinations);

Warning to Candidates (written examinations);

A summary of the school's evacuation procedures;

A clock that all candidates can see clearly;

A board showing the Centre number and the starting and finishing time of the examination(s).

Check that you have: A copy of the current Instructions for conducting examinations; Any

subject-specific instructions and/or stationery lists issued by the relevant awarding body; A seating plan of the examination.

#### Identifying candidates

Make sure you know the identity of every candidate in the examination room.

Check the documentary evidence that private candidates or transferred candidates provide. You must ensure that they are the same people who were entered/registered for the examination/assessment.

#### Before the examination

Check the front of the question paper for the exact requirements for authorised materials,

particularly calculators, dictionaries (see F below), anthologies and set texts.

Tell candidates that they must now follow the regulations of the examination and draw attention to:

Mobile Phone notice; Notice to Candidates; Warning to Candidates.

Warn candidates that they must give you any unauthorised materials. This includes potential technological/web enabled sources of information such as ipods, mobile phones, MP3/4 players, smartwatches and wrist watches which have a data storage device.

Tell the candidates: To fill in the details 34on the front of the answer booklet and any supplementary sheets; To read the instructions on the front of the question paper.

Tell the candidates about any erratum notices.

Remind candidates to write clearly and in black ink and not to use highlighters or pale-coloured gel pens in their answers..

Remind candidates to write in the designated sections of the answer booklet.

Tell candidates when they may begin and how much time they have.

#### During the examination

Accurately complete the attendance registers

Do not give any information to candidates about: Suspected mistakes in the question paper unless an erratum notice has been issued or permission has been given by the individual awarding body;

Any question on the paper or the requirements for answering particular questions.

See of the Instructions for conducting examinations as to when a candidate may leave

the examination room

Make sure that no question paper is removed from the examination room during the examination.

Make sure that an appropriate member of staff is available to accompany any candidates who need to leave the room temporarily.

In an emergency **see section** instructions and refer to Centre's policy

Tell candidates to stop writing at the end of the examination

#### After the examination

Check and sign the attendance register.

Check and sign the attendance register.

Tell candidates to check they have written all the necessary information on their scripts including supplementary answer scripts; crossed out any rough work or unwanted answers and placed any loose additional answer sheets inside the answer booklet

Collect all scripts and all unused stationery before candidates leave the examination room.

Arrange scripts in the order candidates appear on the attendance register.

Make sure that scripts are kept in a secure place before being sent to the examiner or the awarding body.

#### **Use of Calculators and Dictionaries**

Candidates are allowed to use calculators, unless the specification for the subject says otherwise.

Candidates are not allowed to use dictionaries in any examinations, unless the specification says otherwise.

Candidates who meet the awarding bodies' regulations may use bilingual dictionaries.

#### **Access Arrangements**

Check in advance with the exams officer which candidates, if any, have been granted access arrangements.

#### Appendix 3 Checklist for invigilators (for on-screen tests)

This checklist summarizes the most essential actions for invigilating on screen tests.

#### Arranging the examination room

Check that any charts, diagrams, etc. have been cleared from the walls.

Check that you have the following on display:

Mobile Phone poster ;

Notice to Candidates (written examinations);

Warning to Candidates (written examinations);

A summary of the schools evacuation procedures;

A clock that all candidates can see clearly;

A board showing the Centre number and the starting and finishing time of the examination(s).

Check that you have: A copy of the current Instructions for conducting examinations; Any

subject-specific instructions and/or stationery lists issued by the relevant awarding body;

A seating plan of the examination.

Check that sufficient work stations are available, including at least one replacement computer (and printers where required).

Where candidates are required to print their responses, ensure that stocks of toner, ink and paper are sufficient to meet the demands of the on-screen test

#### Identifying candidates

Check the identity of each candidate. If the awarding body requires you to do so, check that the correct ID and password is issued to each candidate sitting the on-screen test.

The awarding body may require you to oversee the input of the ID and the password for each candidate; check to see that the name on the test screen matches the name of the candidate.

#### Before the examination

Ensure that candidates are seated comfortably with access to any assistive technology where approved by the awarding body.

Check, where appropriate, the front of the question paper for the exact requirements for authorized materials, particularly calculators and dictionaries.

Tell candidates that they must now follow the regulations of the examination.

Warn candidates that they must give you any unauthorised materials. This includes potential technological/web enabled sources of information such as ipods, mobile phones, MP3/4 players, smartwatches and wrist watches which have a data storage device.

Unless otherwise stated by the awarding body's subject-specific instructions, remind candidates that they must not have access to the Internet, email, data stored on the hard drive or portable storage media.

Tell the candidates to read the instructions on the front of the question paper.

Tell the candidates about any erratum notices.

Make sure the candidates are familiar with the instructions, procedures and regulations for the on-screen test, particularly how to navigate and respond on-screen.

Remind candidates when they may begin and how the test will be terminated.

Check that candidates know how to request technical assistance.

Check that all candidates have logged on successfully, or have been logged on by the centre.

Ensure that technical support is available throughout the on-screen test in relation to malfunctioning of equipment, software or the on-screen test itself.

#### During the examination

Accurately complete the attendance registers (**see section** of the Instructions for conducting

examinations).

See section of the Instructions for conducting examinations if a candidate arrives late

Be vigilant. Supervise the candidates at all times to prevent cheating and distractions.

Do not give any information to candidates about: Suspected mistakes in the question paper unless

an erratum notice has been issued or permission has been given by the individual awarding body;

Any question on the paper or the requirements for answering particular questions.

**See section** of the Instructions for conducting examinations as to when a candidate may leave

the examination room

Make sure that no question paper is removed from the examination room during the examination.

Make sure that an appropriate member of staff is available to accompany any

candidates who need

to leave the room temporarily.

In an emergency **see section** of the instructions and refer to Centre's policy

Record and reports any complaints from candidates relating to system delays or any other IT irregularities

#### After the examination

Check and sign the attendance register.

Supervise the conclusion of the test, ensuring the candidates responses are saved and secure from unauthorized access.

Ensure that the software is closed as necessary.

Check that any necessary backups have been made and stored securely.

Collect copies of candidates work, additional print-outs and question papers before candidates leave the room.

Remove candidate's user areas at the end of the examination window or after each session if feasible.

If candidates are required to print work off outside the time allowed for the test, ensure that candidates are supervised at all times.

#### Use of calculators and dictionaries

Candidates are allowed to use calculators, unless the specification for the subject says otherwise.

Candidates are not allowed to use dictionaries in any examinations, unless the specification says otherwise.

Candidates who meet the awarding bodies' regulations may use bilingual dictionaries.

#### **Access Arrangements**

Check in advance with the exams officer which candidates, if any, have been granted access

arrangements

# Appendix 4 Appeals against internal assessed marks (controlled assessments and coursework units)

HOD and trainers are committed to ensuring that staff mark candidates controlled assessment/coursework fairly, consistently and in accordance with the awarding body's specification and subject-associated documents.

Candidate's work will be marked by staff who have appropriate knowledge, understanding and skill, and who have been trained in this activity. Where a number of subject trainers are involved in marking candidates' work, internal moderation and

standardisation will ensure consistency of marking.

If a candidate believes that this may not have happened in relation to his/her work, he/she may make use of this appeals procedure.

1. Appeals will only be entertained if they apply to the process leading to an assessment. There is no appeal against the mark or grade awarded.

2. Candidates may appeal if they feel their coursework has been assessed unfairly, inconsistently or not in accordance with the specification for the qualification.

3. Appeals should be made in writing by the candidates parent/carer to the Head of Centre (or other nominee) who will decide whether the process used conformed to the necessary requirements.

4. Appeals should be made as early as possible and no later than two weeks before the last timetabled examination in the series or as may be decoded by the awarding body-**see appeal policy**.

5. The Head of Centre's findings will be notified in writing, copied to the exams officer and recorded for

awarding body inspection.

# Appendix 5 Personal Data, Freedom of Information and Copyright

# Personal Data, Freedom of Information and Copyright

# **Personal Data**

6.1 The delivery of examinations and assessments involve centres and awarding bodies processing a significant amount of personal data (i.e. information from which a living individual might be identified). It is important that both centres and awarding bodies comply with the requirements of the General Data Protection Regulation and the Data Protection Act prevailing locally and internationally.

6.2 Centre must bring to candidates' attention the document Information for candidates – Privacy Notice, General and Vocational Qualifications. This document should be distributed to all candidates at the start of a course leading to a vocational qualification, or, where candidates are following qualifications, when the entries are submitted to awarding bodies for processing.

6.3 The head of centre, or a member of the senior leadership team, must advise any person involved in administering, teaching or completing examinations/assessments that where malpractice is suspected or alleged personal data about them will be provided to the awarding body (or bodies) whose examinations/assessments are involved and may be shared with other awarding bodies, the qualifications regulator or professional bodies in accordance with the publication Suspected Malpractice in Examinations and Assessments – Policies and Procedures.

6.4 Awarding bodies may be required to provide a candidate's personal data to educational agencies Additionally, candidates' personal data may be provided to a central record of qualifications approved by the awarding bodies for statistical and policy development purposes. Awarding bodies maintain a comprehensive archive record of candidates' examination results. The purpose is to provide an audit trail of the results

certificated and to maintain an accurate record of an individual's achievements. It is the responsibility of centre to ensure that candidates are made aware of this.

6.5 The Learning Records Service (LRS) will provide learners aged 14 and over with a Unique Learner Number (ULN). An internet facility will provide and hold a ULN for every person in education and training aged 14 and over.

The ULN will remain with the learner for life, supporting the learner in building a record of their participation and achievements. Learners will be able to manage access to their own learning and achievement data, whilst awarding bodies will be able to publish and maintain a learner's achievement data.

6.6 Awarding bodies must make the personal data they hold on an individual available to him or her when requested, subject to the application of any relevant exemptions. Candidates and other individuals may obtain access to their personal data such as examination results by applying to the appropriate awarding body's data protection officer.).

6.7 It is the responsibility of centre to inform candidates of the processing that the centre undertakes. For example, that the centre will provide relevant personal data including name, date of birth, gender to the awarding bodies for the purpose of examining and awarding qualifications.

6.8 Data protection laws acknowledge that an examination certificate is a contemporaneous record of achievement. The fact that an individual's name might have changed since the date of issue of the certificate does not render it inaccurate for the purposes of the data protection legislation.

# 10 Freedom of Information

6.9 Under the Freedom of Information Act 2000, the general public is allowed access to any recorded information held by public authorities, unless such information is exempted in accordance with the provisions of the Act.

6.10 This means centre or awarding bodies who are public authorities within the meaning of the Act must consider requests for information in accordance with the provisions of the Act. Centre who are public authorities must consult with the relevant awarding bodies before disclosing, pursuant to the Freedom of Information Act, any information received from an awarding body.

6.11 This obligation does not apply to centre or awarding bodies that are private entities.

However, information held on behalf of other public authorities such as DfE or Ofqual will also fall within the scope of the Act. Centre and awarding bodies should co-operate with the relevant authority in respect of any request for such information.

# Copyright

6.12 The copyright in all question papers, on-screen assessments and computer-based assessments created by an awarding body belongs to that awarding body. Unless otherwise expressly stated in any question papers which are subject-specific, the awarding bodies grant the centre a non-exclusive, non-transferable licence to use the question papers for the purpose only of preparing future groups of candidates for mock examinations and other internal centre tests.

6.13 For confidentiality purposes question papers must not be released to centre personnel for use in accordance with the above licence until after the awarding body's published finishing time for the examination or, in the case of a timetable variation, until all candidates within the centre have completed the examination.

This does not restrict access to question papers by authorised centre personnel for the purpose of conducting examinations.

6.14 Materials that are submitted by candidates for assessment may include any form of written work, audio and visual materials, computer programmes and data ("**Assessment Materials**"). The copyright in any assessment materials created by a candidate belongs to him/her.

6.15 Each centre will procure from each of its candidates to grant the awarding body a non-exclusive, royalty-free licence to use their assessment materials (the "**Assessment Licence**") on the following terms: i. the assessment licence becomes effective on submission, in any medium or form, by the candidate of the applicable assessment materials; if any

ii. the awarding body is entitled to use such assessment materials for the purpose of:

a. assessing such candidates and their assessment materials ("**Candidate Assessment**"); **and** 

b. providing education and training services to others;

c. research.

iii. the awarding body is entitled to grant any sub-licences of its rights if any

a. to third party examiners for the purpose of candidate assessment; and

b. to third party IT service providers for the purpose of detecting potential and suspected malpractice.

iv. the awarding body and its sub-licensees are entitled, for purposes of exercising their rights under the assessment licence, to reproduce the assessment materials in any form or medium and in whole or in part;

v. the awarding body is entitled, for the purpose of providing education and training services to others, to modify, translate or otherwise change the assessment materials to meet particular needs;

vi. a candidate shall be entitled to notify the awarding body, by means of a notice to the centre, that he or she wishes to terminate the awarding body's rights referred to in section 6.15(ii)(b), (c) and it shall be in discretion of the awarding body whether or not to terminate such rights; **and** 

vii. a candidate is not entitled to terminate the awarding body's rights referred to in section 6.15(ii) (a).

6.16 The assessment materials will either be assessed internally by teachers in the centre (whose marks will be moderated) or externally by examiners. Any such assessment materials will be anonymised to ensure that the candidates cannot be identified. Where a centre or third party is in possession of any assessment materials for the purposes of candidate assessment, such assessment materials will be held on behalf of the awarding body. The centre or third party shall not acquire any rights therein other than granted pursuant to the assessment licence.

6.17 The awarding body before publishing or otherwise disclosing assessment materials to any third party in any medium or form, and using any assessment materials for the purpose of providing education and training services to others, pursuant to the assessment licence, will anonymise such assessment materials to ensure that the candidates cannot be identified.

6.18 Each centre must submit promptly to the relevant awarding body any notice given by a candidate referred to in section 6.15(vi).

6.19 Subject to section 6.15, the physical medium on which any assessment material is recorded will be the property of the awarding body to whom it is submitted (the "**Property**"). The property will not be returned to centre other than through the access to scripts arrangements set out

See also evacuation route

# **11 Student Complaints Procedure**

# 1 General Principles

- 1.1 The Institute seeks to maintain high standards in its provision of courses, services and facilities to students. The Institute has established its student complaints procedures to deal with legitimate complaints from students in a fair, prompt and efficient manner.
- 1.2 Complaints will be addressed informally or formally through a three stage process. Stage I: Formal Resolution of Complaints by the School; Stage II: Formal Resolution of Complaints by the VTI Complaints department; and Stage III: Complaint Review by the Institute Discipline Master/Supervisor or the Manager (Student Experience).
- 1.3 All complaints will be dealt with without recrimination, and no student will be disadvantaged on account of raising a complaint. Students may complain individually or collectively, where appropriate. Complaints will be investigated objectively. **However, anonymous complaints will not be accepted.**
- 1.4 Students should normally make a complaint within the timeframe specified in each complaint stage. The Institute will only consider complaints outside the timeframe at its absolute discretion and where there is a valid reason for the delay.
- 1.5 All complaints will be dealt with constructively, and the student will be informed of the outcome. Where a complaint is upheld, the Institute will make an appropriate response including taking any necessary corrective action. Means of redress include an explanation of actions taken or planned and written or oral apologies. Where the complaint outcome includes an offer for the student, it should be accepted or declined within **15 working days from the date of the offer.**
- 1.6 All complaints will be dealt with in confidence with the proviso that any person about whom a complaint is made shall be supplied with a copy of the complaint. A student may be asked to attend an interview with the member of staff investigating their complaint.
- 1.7 A record of complaints received from students and the means of resolution will be kept by the Institute Discipline Master/Supervisor and reported annually to the Academic committee as part of the Institute 's monitoring and quality assurance processes. No information that will identify any individual will be available within the report.
- 1.8 A student may seek advice when making a complaint and may be accompanied by another student or a representative, in any meeting that takes place in connection with a complaint they have lodged. However, under no circumstances may the student be represented by an external organisation. Under no circumstances shall the costs be re-claimable save for expenses in exceptional cases.

- 1.9 For students under the age of 18 additional support may be provided.
- 1.10 Students bringing complaints in relation to the behaviour of staff may be supported by Student Services where appropriate in line with the Guidelines on Dealing with Unacceptable Behaviour.
- 1.11 Where a complaint made by a student is believed to be frivolous, vexatious or motivated by malice, the Institute reserves the right to take disciplinary

action against the student for breach of the Code of Conduct. This will be

investigated as a potential breach of Section 3.2. of the Code:

Respect other members' basic rights to work and live in a safe, secure environment, free from anxiety, fear, intimidation and harassment.

- 1.12 The Institute reserves the right to withdraw the student's complaint if the complainant is not engaging with the complaint investigation process for more **than 20 working when requested.**
- 1.13 Advice on whether the complaints procedure applies and how it operates may be sought from the Institute Discipline Master/Supervisor or their nominee,.
  - 4.3 Where a complaint is upheld, the Institute will reimburse the student upon production of receipts for incidental expenses (e.g. travel and subsistence) that have been necessarily incurred by the student in the resolution of their complaint. If a complaint is not upheld the student will be informed of the reason(s) for that decision. The Institute may in its discretion reimburse the student upon production of receipts for incidental expenses necessarily incurred by the student in putting forward their complaint if satisfied that the complaint was made in good faith.

See Student Complaints Procedure

# 12 Criminal CONVICTION Policy

# Introduction

- 1.1 These regulations are designed to ensure that the Institute provides a safe environment for all its staff and students. It has a legal obligation with regard to Health and Safety to exercise this duty of care. As part of this, the Institute will ensure that students do not have a criminal conviction that may pose a risk to others.
- 1.2 The Institute will consider all information relating to criminal convictions in a sensitive and confidential manner in accordance with the Institute 's Data Protection Policy.

# 2 Scope of the regulations

- 2.1 These regulations are to enable the Institute to consider applications and from those who have declared relevant unspent convictions (including cautions, reprimands or warnings) as part of the application process or as part of their ongoing enrolment.
- 2.2 Students who are convicted of a criminal offence following their admission to the Institute may also be considered under the Student Disciplinary Regulations once the review of their criminal conviction has been completed.
- 2.3 Applicants to courses which lead to professional registration are required to apply for an enhanced disclosure with the Disclosure and Barring Service and any convictions will be considered under the DBS Screening Regulations. Such applicants are required to declare all convictions including cautions etc., and those that are spent.

# **3** Policy statement on the enrolment of students with criminal convictions

- 3.1 The Institute wishes to ensure that education is available to all who will benefit from it. In this context, having a criminal record will not necessarily mean that an applicant cannot be admitted to their chosen course or a student continue on a course following a conviction. All criminal convictions (including cautions, reprimands or warnings) are considered in the context of the Rehabilitation of Offenders Act and the Institute will only consider relevant convictions.
- 3.2 For students on courses leading to professional registration, the Institute must consider all convictions. However, for those on other courses, the Institute will only require disclosure of relevant unspent convictions which may pose a risk to the health and safety of other students and staff. In this context, relevant unspent convictions, whether received in Mauritius or elsewhere are related to:

Any kind of violence including (but not limited to) threatening behaviour, offences concerning the intention to harm or offences which resulted in actual bodily harm

Sexual offences, including those listed in the Sexual Offences Act

The unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking (drug offences only involving possession are not relevant offences).

Offences involving firearms.

Offences involving arson.

Offences involving terrorism.

- 3.3 The Institute must balance fairness to the individual with its duty of care to provide a safe and secure environment for its staff, its students, visitors and others. Where an applicant has applied for a course leading to professional registration, account must also be taken of the requirements of the professional bodies.
- 3.4 In considering whether to allow initial or continued enrolment, account will be taken of the applicant's/students qualifications, experience, and overall profile. The Institute will also consider whether the criminal record gives reasonable grounds for considering that the individual poses a real threat to the safety of staff, students, visitors or others involved in Institute business. The Institute reserves the right to refuse to admit or to cease the enrolment of individuals where it believes that their criminal record makes it inappropriate for them to be admitted to the Institute or to continue to be enrolled.
- 3.5 The Institute reserves the right to decline to admit an applicant to a course or to end the enrolment of a student if it discovers, at any time, that their application/enrolment was based on, or contained, false, incomplete, or misleading information relating to criminal convictions.

#### See Criminal CONVICTION Policy

# 13 Fee policy

Aims and scope of the policy

The Institute needs a fee policy for student tuition fees which takes account of both the needs of the student, and the Institute 's need to ensure collection of tuition fees and other fees in an efficient and timely manner.

This policy covers all types of fee payers that come under the following headings:

1/ Self payers;

2/ Sponsored/Parent/ students/ others .

VTI is a private MQA approved non profit paying fees institution Payment are either paid in full per year or per semester or on a monthly basis as per tuition plan Furthermore students may be expected to pay for material or equipment for assessment .

9 [a] Tuition Fee status

The rules around fees are listed as per fees plan and does not include any other fees .Students' concession /scholarship fee status will be assessed prior to enrolment.

Note that VTI ltd Institute/school fees include vti ltd tuition-course fee and other expenses as, remedial classes, library if any, materials if any , and <u>does not include external</u> registration/membership and examination fees

#### 10 Exam fees-see exam assessment policy and admin fee Note that <u>External exam fees</u>

All external examination ,annual registration membership,, exam registration, module exam fees and MES local fees for students at and through VTI ltd shall include VTI ltd administration chargers, ,cost, commission and accessories, continuous assessment and processing fee as per below and could be changed as a notice only

#### 11 Minimum Threshold

Each external examination body set its minimum threshold limit/policy-as per below If the minimum number of student/ fees as per minimum threshold is not met, the student/s name /fees will be transferred to the next cohort/session and will be notified. If student is not satisfied and may request for exam registration/ fees refund only and exam registration/exam fees refund policy apply.

Student will be eligible for a VTI LTD course completion testimonial if decided to cease- due to exam minimum threshold restriction

#### 4.1 City & Guilds of London -C&G -Minimum Threshold

To deliver the right quality of service and outcomes to our centres and learners, a minimum amount of resources and activity must be allocated to manage each individual approved centre. The minimum threshold ensures that we can continue to offer a quality service to every single centre which chooses us as their awarding organization.

All centres approved for delivery of regulated qualifications with City & Guilds in the UK are required to spend a minimum order value each year. Where centers fail to meet the minimum threshold <u>an annual</u> <u>top-up invoice</u> will be issued to cover the cost of ongoing centre support. The exact threshold for each year can be found in our centre charged list [5,000 GBP per year]

City & Guilds reserves the right to exempt customers from this threshold. Customers that may be affected by this will be contacted via letter each year. Invoicing will be shortly after year end, for information our financial year runs from September 1<sup>st</sup> to August 31<sup>st</sup> each year

#### 4.2 ATHE-UK

Annual Minimum Financial Guarantee

12 Centres are required to make a minimum of £1000 of registration and learner verification payments with ATHE within any twelve-month period from the date of their Centre Recognition beginning. This is reviewed annually on the anniversary of Recognition.

This minimum guarantee payment will become payable less the actual amount received by ATHE for learner registrations for the twelve-month period in question.

#### 4.3 CTH-UK

Centers are required to make a minimum of 8 candidates per cohort for registration

Fees will normally be charged for all retake modules as a proportion of the appropriate fee. Payment in full is normally required at enrolment.

6. Discounts

The Institute offers some discounts from the full tuition fees. A student is only eligible for one discount where the Institute has reduced the total fee by the awarding of a bursary, scholarship or any other means. No other discount will be applicable.

7 Collection of Full-time and Part-time tuition fees 7.1

Fees paid by Student Loans Company (SLC)

Where students are paying for their course through an SLC Loan, no charges will be made to the student directly provided the Institute has received official notification from the SLC on or prior to enrolment.

The Institute will invoice the SLC for the fees. However, the student is still personally responsible for any outstanding debt. Debts may be transferred to the student if the SLC reduces or withdraws a student's eligibility. If this happens the student will be notified and given the opportunity to enter into a payment plan.

Where the SLC is paying for a course fee in part or full and the Institute has not received official notification from the SLC, students will be required to either pay the full amount or otherwise set up the vti Institute payment plan at the time of enrolment. Upon confirmation of the SLC funding, any payments made will be refunded.

Students will be notified when there is a problem with the SLC making the payment.

#### 7.2 Self payers fees

Full-time and part-time will be able to pay their fees as per tuition plan at the time of

enrolment.

#### .7.3 Study Abroad

Students studying for one semester will be expected to pay their tuition fees in full before or at enrolment. Students studying the full academic year will be offered a payment plan stated in point 6.2 above.

8 International students 8.1

# Non-refundable

deposit

All full-time overseas students will be required to pay a non-refundable deposit of 500 US\$ to secure their place on the course. They will be required to pay the full yearly fee of the first year fee, payable before a confirmation to be issued.

# 8.2 Payment in Full

The balance can be paid in full on or before the stated enrolment date to qualify for an early settlement discount.

# 8.3 Instalment Option

Students can pay their fees in instalments if a payment plan is set up at the time of enrolment. Under this plan 75 % must be paid at enrolment and the balance must be paid by a maximum of three months. The installments must be paid on the first day of each month.

# 9 -Sponsored Candidates

9.1 Home/Sponsored candidate

Where a course fee is paid for in part or full by an organisation, the student must provide a purchase order or sponsorship letter from the organisation on or before enrolment.

Organisations will be invoiced following the enrolment of a student and payment of fees is due immediately. Where tuition fees are not paid on time, the Institute reserves the right to charge interest on any overdue debt each month until the debt is paid.

#### 9.2 International students

The Institute must receive full payment of all fees during or before enrolment from all overseas sponsors.

An overseas student will be unable to enrol until such time as full payment has been received. Such students may then transfer to be a self-payer and may set up an instalment plan as outlined

9.3 Sponsored students' responsibilities for fees The student is still personally liable for any outstanding tuition fees. Tuition fee debts may be transferred to the student if the sponsor fails to pay the tuition fees on time. Students will be notified in the event that there is a problem with an organisation

making the payment. Such students may then transfer to be a self-payer and may set up an instalment plan at the Institute 's discretion.

9 Self-payers 10.1

Payment in Full

Students will be able to pay an early settlement fee if payment is made in full on the day of registration as per tuition plan

10.2 Instalment option

Students can pay their fees in instalments as per payment plan is set up at the time of enrolment .and fees plan

The instalments must be paid on the first ten days of each month.

10.3

Changing of payment plan

From Full / semester to monthly---the monthly fees plan will be applied with initial fees

11 When refunds are payable

Refunds may be made to students as set out below for the different types of fees payable. Such refunds will only be made where official notification of the withdrawal has been made in accordance with the Academic refund policy Regulations. The date of the refund will be when the withdrawal notification has been accepted. Refunds will not be backdated where a student has failed to inform the institute .

Refunds will not normally be made to students who have been withdrawn as a result of a disciplinary process or withdrawn by an examination board.

Where fees have not been paid in full, a student will still be liable for any outstanding fees following withdrawal in accordance with the refund policy set out.

11.1 Further Education and Short Courses

There will be no refunds on single modules

11.2 Initial fees payment and registration

There is no refund on initial and registration fee

11.3 Refunds Full-time and Part-time

FEE REFUND POLICY

# q) Admission fee /Registration fee -/ admin fees on exam registration/module are

**non refundable-** once paid -will not be refunded under any circumstances or for any reason whatsoever, including where a student withdraws admission or communicates his/her intention not to attend the school at any time before scheduled commencement of

academic year or where after joining the school, a student withdraws admission or leaves the school before the end of that academic year.

 a. If a student withdraws admission at any time before scheduled commencement of semester refund, if any, percentage of refund of fees would be by cheque only & will be subject to the following provisions:

If a student withdraws admission before 10 working days of the scheduled date of commencement of term, semester , only 75 % of the Tuition fees will be refunded.

b. After commencement of the academic year/session, whether or not a student joins classes, under no circumstances will the Academic Fees and other charges/fees paid to the school be refunded, if a student withdraws admission or leaves the school as follows: a cancellation fee of 50% of the tuition-programme fee will be applicable [if cancellation request occurs in writing and within three consecutive working class after starting of course & after no fees will be refunded and but could be transferred for another one session only on humanitarian ground. See detail of refund table below

#### Refund policy in brief in bried

1	When paid in full/semester-excluding the non refundable initial/deposit fee***	Refunded tuition fee	
[a]	Within ten days prior to starting of course	75% ofremaining *** paid	
[b]	Attended 1 to 3 tuition classes as per time table	_50% of remaining *** paid	
[c]	Attended 4 plus tuition classes as per timetable	_No refund	
<u>2</u>	When paid monthly excluding the non refundable initial/deposit fee***		
[a]	Within ten days prior to starting of course	75% of remaining ***paid	
[b]	Attended 1 to 3 tuition classes as per time table	_50% of remaining *** paid	
[c]	Attended 4 plus tuition classes as per timetable	_No refund	
** excluding the non refundable initial/deposit/admission fee			

#### submission of Application form for Refund

The deadline for submission of applications for refund are as follows:

For all courses in session	Deadline for submission	Refund month
January	<ul> <li>Manual applications: 31 March of the following year</li> <li>Online applications: Extended to 15 April of the following year</li> </ul>	■ May
June	<ul> <li>Manual applications: 30 September of the same year</li> <li>Online applications: Extended to 15 October of the same year</li> </ul>	<ul> <li>November</li> </ul>

13. if the VTI, or a third party delivering training and assessment on its behalf, closes or ceases to deliver any part of the training product that the learner is enrolled in, the vti would refund the outstand fees paid 21. Refund will be considered as per refund policy and request for refund will be considered as follows

A] April for January intake and August for June each year and

B] Payment to be effected for January intake by End of May latest and for June intake by End of September latest each year

# 11.4 Refunds for self-payers

The structure of refunds upon withdrawal will be as per the refund policy

11.5 Refunds for international students

Refunds to international students will be made as outlined in section 10.4 above..

Where a student commences a course of study with the Institute and a visa extension is refused by the Institute , the fee for each attended module will be payable. Other fees may be refunded.

# 11.6 Deferral of study

Where a student has deferred in accordance with the Academic Regulations, a refund may be made according to the date of deferral as outlined in the refund policy outlined above.

Where a self-paying student defers his/her study to the next academic period and informs the Institute prior to the end of the first month of study, the fee paid can be used as part payment against fees for the next academic period if the student returns to study within two years of the deferral date.

# 11.7 Transfers to a different course

Students who wish to transfer to another course within the Institute which has been agreed by the School should submit an official transfer form/letter . You will be charged for all modules you have completed on the course you are transferring from. Part completed modules will be charged pro-rata. If any additional payments have been made these will be carried over to your new course.

Where there is a difference in tuition fees the relevant adjustment will be made and invoiced/refunded as necessary and refund policy will apply.

.12 Sanctions for non-payment

# 12.1 The right to levy penalties for non-payment

It is a term of the contract with the Institute that the student will ensure that all tuition fees and other expenses relating to the course are paid. Where the student has failed to pay their fees/ expenses in accordance with the contract, the Institute reserves the right to impose penalties.

In all cases the Institute will ensure that the penalty is proportionate to the student's default.

# 12.2 Tuition fee debt

As part of the enrolment process, students are required to complete the Institute 's financial procedures. Students unable to do so will not be enrolled on any course under any circumstances, unless previously agreed by the Director of Finance or his or her nominated deputy.

#### 12.3 Part enrolled status

Students who have been engaging with the Institute while they are part enrolled period will be subject to the normal fee liability as per section 10.3 and 10.4 and will be charged fees for this period even if they subsequently withdraw.

#### 12.4 Prior year debtors

A prior year debtor is a student who has attended the Institute during a previous academic year and whose fees, in full or in part, have remained unpaid. Prior year debtors cannot normally enrol on any course until such time as all debts have been paid.

#### 12.5 Failure to make scheduled payments

Where a student has not paid an instalment by the due date, the student must immediately contact the Finance team (see above) to advise the Institute why the debt has not been paid. Access to the Institute buildings and facilities will be temporarily suspended three days after a missed instalment date and immediately following a dishonoured payment.

If a student fails to contact Finance team , avoids contact from Finance team or defaults on a revised payment plan, they will be recorded on the system as a debtor, and access to the Institute and facilities will be temporarily suspended until the situation has been resolved. In these circumstances, the Institute reserves the right to withhold transcripts and certificates.

In the event of a debt remaining unpaid at the start of the second semester, following a period of suspension of facilities, students will be withdrawn from their course.

In exceptional circumstances only, it may be possible to reschedule the debt via a payment plan.

Students who have previously defaulted on a payment plan may be refused the opportunity to pay by instalments (at the sole discretion of the Institute ).

#### 12.6 Graduation and certificates

A student who has outstanding tuition fee debt to the Institute will not be permitted to attend any graduation or awards ceremonies and certificates and transcripts; testimonial will be withheld until all tuition fee debts to the Institute are paid in full. Issue to reference will not be issued if student has an outstanding fee.

#### 13 Other Debts

In addition to tuition fees, students may be a debtor of the Institute in respect of:

- 13. Library fines/Unreturned books if any
- 14. Equipment fines if any
- 18. Accommodation fees if any
- 19. Access to Learning loans if any
- 20. Late enrolment fees if any

Where a student has outstanding debts in one of the categories above, normal credit control procedures will apply, see policy below.

Where a student has failed to pay their debt within 14 days of the final payment date, the student will be refused access to the relevant service.

If the payment is not made by this date, the Institute will write/inform to the student informing them that the matter will be treated as an alleged breach of the Code of Conduct.

Full details of the Code of Conduct, Procedures and penalties for breach are published by the institute

# 14 Credit Control Policy

All outstanding debt is subject to normal credit control procedures, as well as specific sanctions stated in this policy. The Finance Team will endeavour to resolve the situation with the student before taking any action.

To collect outstanding tuition fee debt from self-funding students using Institute 's credit control processes and procedures this will include:

- 17. Contacting defaulters by phone.
- 18. Negotiate payment of tuition fees face to face and via phone/post
- 19. Set up payment plans ensuring that all information is recorded onto the system.
- 20. Personal interviews with students who have defaulted.
- 21. Finance clinics held throughout the year
- 22. Send first and second letters informing student of the outstanding debt on a monthly basis.
- 23. Issue Notification of Intents once debt has become 2 months overdue.
- 24. Pass to a Institute nominated debt collection agency
- 25. Issue summons as required.

As outlined above any outstanding debts will be passed to a Institute nominated debt collection agency office .

If the debt collection agency are unable to recover the outstanding debt, a Court Summons will be issued to recover all outstanding debts, including other debts such as outstanding accommodation fees or library fines etc. The Institute will seek to recover all additional costs.

# 15 Right of Appeal

Any student who considers that their case has not been dealt with fairly and that they have been withdrawn may make an appeal to the Institute under the Appeal Regulations set out in the Academic Regulations.

# 14 Social Media Policy

#### Introduction

Social media is a powerful and important part of modern life.

Social media can:

- Let you express and share your ideas and creativity
- Connect with people and build a network of contacts

#### But it can also:

- Cause harm to others and yourself
- Damage your reputation with future colleagues or employers
- Put you at risk of legal or disciplinary action

These guidelines are intended to help you get the benefits of social media while avoiding the potential problems. It uses a very broad definition of social media: "any technology platform which allows the creation and sharing of content across a virtual community". This definition includes the well-known services like Snapchat, Facebook, Twitter, LinkedIn, YouTube, and Instagram, but also smaller services like personal blogs, discussion forums, or even the comment sections on web sites. This guide covers your personal social media activity; separate guidelines are applicable if you are helping to run an official Institute or Students' group social media account. Nothing in these guidelines is intended to limit your freedom of speech or your academic freedom.

# The Golden Rule

**The golden rule** of social media is to assume that anything you put on social media will not stay private, will not stay anonymous, and will stay on the internet forever. So always think before you post and express yourself with care. In particular:

- 14 **Don't** harass, bully, or defame individuals or groups.
- 15 Don't reveal confidential or personal information about yourself or other people
- 16 **Don't** post links to content that is discriminatory or illegal.
- 17 **Don't** breach copyright or intellectual property.
- 18 **Don't** post evidence of you breaking the law.

Take particular care if you are using social media with your fellow students, perhaps as part of a study group or working on a project together. Think about how others will interpret what you say. Consider using Institute provided tools, such as black board notice for this type of collaboration.

# What might the consequences be?

Put the wrong things on social media and you risk future employers seeing them, breaking the institute code of student conduct and potentially facing disciplinary action, or even getting into trouble with the law.

If your area of study or planned career leads to professional accreditation or has a professional body, they may have their own expected standards of conduct. For example, in the engineering professions there are very strict rules around confidentiality. Putting the wrong things on social media in this context could lead to a fitness to practice process. Your course leader can give you specific advice for your area of study

# What steps can I take to avoid negative consequences?

Understand your digital footprint – the combination of all the things you do online. It's easy for people to make the connections between your different social media accounts and build up a picture of you. It's worth occasionally Googling yourself or using a specialist search engine to see what's out there.

While it is a good idea to assume nothing you post on social media will stay private, you should still check the privacy settings for the social media tools you use, especially if you're posting your original creative content.

Be aware that fraudsters and scammers use social media too. Don't assume everyone is who they claim to be, and use the same care when following links or opening attachments that you would when reading an email. Also be careful to keep your social media secure. Use a good password – we suggest three random words strung together. Consider turning on Two Factor authentication if it available; this feature sends a confirmation text to your phone before allowing access to your social media account from an unfamiliar computer.

Social media is a great way to discuss and challenge people's ideas, but things can get out of hand and you end up just arguing on the internet. Take a break if things are heating up. More generally, having an occasional break from social media can be a healthy thing to do.

If you have a disagreement with or a complaint about another student, a member of Institute Staff, or the Institute itself, you may find that other channels are more effective in resolving matters. Consider all your options before posting to social media. The Students' Union can offer independent advice to students with complaints about any aspect of their student experience.

# 15 How to report bullying and harassment on social media

At the Institute we take bullying and harassment of another individual very seriously. If you're being harassed or bullied on social media, there are a number of options available to you. You can discuss the issue with supervisor or take independent advice from the office about your options. If you consider that you are being bullied or harassed by a member of staff or another student, see also the advice in the Institute 's dealing with unacceptable behavior guideline.

# 16 Staff – Student Relationships

# Introduction

- 1.1 This policy outlines the Institute 's position on relationships between members of staff and students. The relationship between students and staff are central to the student experience and this policy is intended to ensure that these relationships are professional, have boundaries, and are founded on mutual trust and confidence.
- 1.2 In the context of this document, a **personal** relationship is defined as:
  - 12. a family relationship;
  - 13. a business/commercial/financial relationship; or
  - 14. a sexual/romantic relationship, however brief.
- 1.3 A **professional** relationship is defined as:
  - 19 a teaching, assessing, supervising, tutoring, mentoring role; or
  - 20 a pastoral or welfare role; or
  - 21 an administrative or technical support role.
- 1.4 The difference in power between a member of staff and a student makes any personal relationships potentially vulnerable to exploitation. They also generate real or perceived inequalities, not only involving the persons concerned, but also affecting other members of the Institute , whether students or staff.

# 2 Scope of the policy

- 2.1 This policy applies to all staff members of the Institute, including hourly paid Trainers and other contracted staff employed directly by the Institute.
- 2.2 The policy also applies to staff who are enrolled as students.

# 3 Relationships with other policies

3.1 This policy is part of a suite of policies and guidelines that have been designed to protect staff and students and ensure all members of the Institute community can enjoy a positive environment in which to work and study. This policy should be read in conjunction with the following policies:

- 22 Guidance on Dealing with Unacceptable Behavior
- 23 Staff Disciplinary Policy and Procedure
- 24 Safeguarding Policy
- 25 Dignity at Work
- 26 Declarations of Interest Policy
- 27 Guidance on the use of social media for staff

# 4 Policy statement

- 4.1 The staff-student relationship should be one of trust and confidence in order that students can benefit from the learning experience offered by the Institute. It is also vital that students benefit from equality of treatment and so it is important that a personal relationship between a member of staff and a student does not in any way prejudice that equality, in reality or perception
- 4.2 Members of VTI LTD staff are strongly discouraged from entering into a personal relationship with any student and this policy covers all students regardless of their course. Although students (given the nature of the supervisor/student relationship) are seen to be more vulnerable, all students are affected by the imbalance of power in any such relationship. It should be noted that any relationships with students under the age of eighteen is regarded as a disciplinary matter under the Institute's Safeguarding Policy. In particular, under the Sexual Offences Act it is an offence for a person over 18 to have a sexual relationship with a child under 18 where that person is in a position of trust in respect of that child, even if the relationship is consensual.
- 4.3 The Institute regards it as unprofessional for any staff member to actively seek to initiate a personal relationship or to pursue such a relationship with a student in any circumstance. It has a duty of care to its students to ensure that they can study in a safe environment and that their welfare is protected. The Institute may, therefore, take disciplinary action under the Staff Disciplinary Procedure where there is any behavior by members of staff that undermines the professional staff student relationship such as texting, inappropriate communications, asking them to socialise etc. Such behavior or that of a more serious nature such as asking for sexual favours or other forms of abuse, will lead to action.
- 4.4 VTI Itd does, however, recognise that such relationships may nonetheless develop where it may not have been initiated by the staff member or may preexist. Where a member of staff has a professional role in relation to a student with whom they have a personal relationship, it is the responsibility of the member of staff to inform their Head of School/Service promptly. The Head of school will review teaching, tutoring, assessment, administrative or any other arrangements to ensure the interests of the student is protected.

# 5 Guidance on maintaining professional relationships

5.1 Staff should aim to develop good professional relationships with students. Within this, certain boundaries are important to maintain to ensure that these relationships remain professional as follows:

- 28 Although staff should aim to develop a professional relationship they should not see themselves as friends;
- 29 Staff should maintain an appropriate boundary between work and home including not sharing personal information with them or socialising with them except on any appropriate course related functions;
- 30 Staff should only communicate with students through official Institute channels such as VTI ltd email or blackboard. They should not give out personal phone numbers or email addresses. They should also not use social media platforms for communication such as WhatsApp or request students to be a 'friend' on Facebook or respond to such requests from students staff should refer to the guidance on the use of social media for further information about what is acceptable.

#### 6 Declarations

6.1 Staff must declare to their Head of School/Service where they have an existing personal relationship with a student. Where this exists, the Head of School should ensure that the members of staff does not teach or assess the student or

Or otherwise have any professional responsibility for them. Such relationships should also be declared and it is important that the student is not advantaged by the relationship above their peers.

- 6.2 Where a personal relationship develops, it is the member of staff must inform the Head of School/Service promptly. It must also be reported in accordance with the Declarations of Interest Policy. Where a staff member has not declared it will be viewed as a disciplinary matter.
- 6.3 Heads of School who become aware of a relationship that has not been declared should initiate appropriate action in conjunction with IQ Coordinator .

# 7 Reporting concerns

- 7.1 Students who are concerned about a relationship with a member of staff will be encouraged to use the Guidance on Dealing with Unacceptable Behavior where applicable (see 8 below).
- 7.2 Staff who have concerns about the relationships of other member of staff should inform their head of school/service or HR/IQ Coordinator.

# 8 Dealing with unacceptable behavior

- 8.1 The Institute is committed to providing and supporting an environment that promotes equality and diversity. It values the diverse community and aims to create an environment of respect where all are treated equally and where staff and students can reach their full potential.
- 8.2 Harassment, bullying and discrimination can lead to fear, stress and anxiety and may be unlawful. The Institute finds any form of such behaviour unacceptable. If a student is unsure whether a relationship with a member of staff could be defined as harassment or bullying, they should be encouraged to act promptly and seek advice from the Head of Services or advice team.

# 17 Equality, Diversity and Inclusion Statement

- 1.1 The Vocational Training Institute Itd-VTI is committed to providing and supporting an inclusive environment that promotes equality and diversity. We are proud of our diverse community where all can reach their full potential and flourish, whatever their background.
- 1.2 We are committed to providing an environment where all students, staff, visitors, contractors and stakeholders are welcomed and treated with respect. No one should experience less favourable treatment or discrimination because of their age; disability; gender identity or reassignment; marital or civil partnership status; being pregnant or recently becoming a parent; race; religion or beliefs, sex or sexual orientation.
- 1.3 We believe that socio-economic background also plays an important role in access to education and employment and we are committed to ensuring that social class does not affect student outcomes or staff's employment where possible.
- 1.4 The Institute recognises that members of staff and students may have a range of aspirations and goals and wishes to provide a positive working and learning environment for all. It also recognises that students and staff members have different needs and that these may be shaped by their family and/ or any caring responsibilities. All staff and students should have equal access to the full range of institutional facilities, and adjustments to working and learning practices are considered, wherever appropriate, in order to accommodate a more diverse Institute community.

# 2 Scope of the Policy

- 2.1 This Policy applies to all staff, students and visitors to the institute.
- 2.2 The Policy should be read in conjunction with the **Dignity at Work Policy**, the Student Code of Conduct, Dealing with Unacceptable Behaviour Guidance and staff and student Disciplinary Procedures.

# 3 The institute 's responsibilities

3.1 The institute is subject to the Public Sector Equality Duty and Specific Duty under the Equality Act. The Public Sector Equality Duty requires the institute to have due regard to the need to:

- 15. eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Act;
- 16. advance equality of opportunity between people who share a relevant protected characteristic and people who do not share it;
- 17. foster good relations between people who share a relevant protected characteristic and people who do not share it.
- 3.2 These responsibilities apply to the Protected Characteristics outlined in 1.2 above.
- 3.3 Equality, Diversity and Inclusion are integral to policy formulation, implementation and planning decisions. In order to fulfil our public sector duties under current legislation, impact assessments and monitoring will be undertaken where appropriate.
- 3.4 The institute also has a duty to ensure that course design and the curriculum are also inclusive and that there is access to an appropriate education for all sectors of the community.

# 4 Responsibility for Equality and Diversity

- 4.1 The management has overall responsibility for the effective implementation and compliance with the Equality Act
- 4.2 The Manager and the Assistant Manager Executive are responsible for ensuring an inclusive culture which fosters equality and diversity for all staff, students and visitors:
  - 13. treat others with respect at all times, and promote an environment free of all kinds of bullying and harassment;
  - 14. actively discourage and challenge, discriminatory behaviours or practices;
  - 15. participate in training and learning opportunities that would enable them to adopt best practice.
- 4.3 The Supervisor is responsible for the overall implementation of the Public Sector Equality Duty and ensuring the institute abides by its legal responsibilities. He/she will ensure that any new or updated policies and procedures are

analysed for any adverse impact they might have on equalities, and take any necessary action to mitigate this.

- 4.4 The Equality & Diversity Advisory Group, chaired by the supervisor , is responsible for:
  - 4.3.1 Advising on the compliance with the Equality Act;
  - 4.3.2 Promoting the delivery of equality objectives across the institute ;
  - 4.3.3 Updating the Academic group and the management on equality issues and compliance.
- 4.5 The Group will advise the institute on the development of a range of Equality Objectives for both students and staff. The Group will monitor their implementation by means of an action plan. It will also publish equality data annually.
- 4.6 Managers are responsible for ensuring that the activities of their school or department are in keeping with this statement. All managers must lead by example by demonstrating and instilling the standards of behaviour required by the institute . They must ensure that those they manage adhere to the institute 's policies and promote our aims and objectives with regard to inclusion, equality and diversity. Managers will be given appropriate training on equality and diversity awareness and recruitment and selection best practice.
- 4.7 The IQ officer , is responsible for ensuring that there is an appropriate policy framework to support inclusion, equality and diversity. They are also responsible for ensuring that training is available and that recruitment and selection procedures promote and demonstrate the institute 's commitment to inclusion, equality and diversity.
- 4.8 The vti Services are responsible for ensuring that procedures for the recruitment, enrolment, support and awards for students promote and demonstrate the institute 's commitment to inclusion, equality and diversity.
- 4.9 The Communications and Marketing division is responsible for the promotion of the use of inclusive language and imagery to avoid the use of words or phrases which are discriminatory or exclusive in all institute publications and correspondence.
- 4.10 The Heads of School are responsible for ensuring that academic development is inclusive and that policies for academic support take account of the diversity of the institute 's students.

- 4.11 All members of staff and students have personal responsibility to ensure that their actions, including any activity on social media, are in line with this statement and to treat all members of the institute community with respect and dignity. All staff are responsible for ensuring that they undertake training appropriate to their role to enable them to support the institute 's equality and diversity policies.
- 4.12 Students are responsible for upholding the principles of this policy and contributing to a safe and inclusive environment that celebrates diversity and respect.

# 5 Breach of the Policy

- 5.1 The institute will take seriously any breaches of this Policy by staff, students contractors or visitors. Any instances of non-adherence will be investigated with the intent of resolving matters. Where appropriate, such instances may be considered under the relevant disciplinary policy and procedures.
- 5.2 Where appropriate, all student and staff complaints about breaches of the Policy should be raised at a local level in the first instance, with a view to informal and timely resolution. If such attempts to resolve complaints are not successful, or are inappropriate due to the nature of the breach of the Policy, then,
  - 31 enrolled students who believe there has been a breach of the Policy in relation to the provision of a service or facility provided by the institute may raise this through the Student Complaints Procedure;
  - 32 instances of students breaching the Policy may be investigated under the Student Code of Conduct;
  - 10 students who believe there has been a breach of the Policy within the academic process, may access the Academic Appeals Procedure
  - 11 employees who believe there has been a breach of this policy may raise this through the Dignity at Work Policy and Procedure.
- 5.3 Support is available from the Advice Team for students who consider that they have not had access to appropriate services or been the subject of inappropriate decisions or behaviour. For staff, advice and guidance is available from their manager.
- 5.4 Any visitor, or service user other than students, who believes there has been a breach of this policy may complain in writing to the manager <u>vti@intnet.mu</u> who will ensure that it is dealt with appropriately.

# 18 Exceptional Circumstances

# **Provisions for Exceptional Circumstances**

# 1. Minimum Threshold

Each external examination body set its minimum threshold limit/policy-as per below If the minimum number of student/ fees as per minimum threshold is not met, the student/s name /fees will be transferred to the next cohort/session and will be notified. If student is not satisfied and may request for exam registration/ fees refund **only** and exam registration/exam fees refund policy apply.

# <u>Student will be eligible for a VTI LTD course completion testimonial if decided to</u> <u>cease- due to exam minimum threshold restriction</u>

#### 1.1 City & Guilds of London -C&G -Minimum Threshold

To deliver the right quality of service and outcomes to our centres and learners, a minimum amount of resources and activity must be allocated to manage each individual approved centre. The minimum threshold ensures that we can continue to offer a quality service to every single centre which chooses us as their awarding organization.

All centres approved for delivery of regulated qualifications with City & Guilds in the UK are required to spend a minimum order value each year. Where centers fail to meet the minimum threshold **an annual top-up invoice** will be issued to cover the cost of ongoing centre support. The exact threshold for each year can be found in our centre charged list **[5,000 GBP per year]** 

City & Guilds reserves the right to exempt customers from this threshold. Customers that may be affected by this will be contacted via letter each year. Invoicing will be shortly after year end, for information our financial year runs from September 1<sup>st</sup> to August 31<sup>st</sup> each year

# 1.2 ATHE-UK

# Annual Minimum Financial Guarantee

• Centres are required to make a minimum of **£1000** of registration and learner verification payments with ATHE within any twelve-month period from the date of their Centre Recognition beginning. This is reviewed annually on the anniversary of Recognition.

• This minimum guarantee payment will become payable less the actual amount received by ATHE for learner registrations for the twelve-month period in question.

#### 1.3 CTH-UK

Centers are required to make a minimum of 8 candidates per cohort for registration

# 1.4 AAT-UK

# 2. Exceptional Circumstances Explanation

.2.1. The Institute recognises that there are times when students will encounter difficulties during their course of study and provisions are made as outlined in this section. In all cases, students should seek academic advice as soon as possible. Penalties may be applied to students' marks where students fail to meet agreed submission deadlines (see section 6.3 – Penalties for Late Submission of Assessment) and they have not taken one of the following courses of action:

- 16. in the first instance, students should self-certify where they are unable to meet the deadline for an assessment (including formal examinations);
- 17. where students have not self-certified in advance, in the event of failure, they may apply for evidenced mitigating circumstances to be considered;
- 18. in serious cases students may need to defer their studies for a semester or up to two years;
- 19. where a student is unable to complete their course of study within their period of registration they may need to withdraw from the Institute;
- 20. a student may consider at a later date to reapply to study at the Institute via the recognition of prior learning route.

See exceptional cases policy

# **19 Fitness to Study Regulations**

# Introduction

- 1.1 Whilst at Institute students should be able to study and perform to the best of their ability, in a safe and comfortable environment.
- 1.2 VTI Itd is a learning environment in which students are treated as mature individuals and expected to have the capability to study and live independently alongside people of all ages and from a variety of backgrounds. VTI is committed to supporting its students to ensure they can succeed and match their own and the institute's high expectations for their academic and personal progress. In order to maintain and enhance the quality of life in the institute community, students need to conform to certain standards of behaviour, and the Institute has a Dealing with Unacceptable Behaviour Guidance, Student Mental Health Policy, Student Code of Conduct and Student Disciplinary Regulations in place which will be applied in the case of students whose behaviour falls outside these standards.
- 1.3 However, some students find studying and living in the institute environment more challenging than their peers. In making this commitment, therefore, VTI recognises the potentially negative effect of health and wellbeing issues on students' learning. VTI is passionate and committed to diversity and inclusion, so where possible and where appropriate, we will provide reasonable adjustments for students who may need additional assistance due to their protected characteristic under the Equality Act in order to provide equal access to learning opportunities.
- 1.4 The Institute recognises that a positive approach to the management of health issues is critical to student learning, academic achievement and to the wider student experience. These Fitness to Study Regulations can therefore be an alternative to the Student Disciplinary Regulations where a need for enhanced support is identified.
- 1.5 These Fitness to Study Regulations do not relate to the Fitness to Practise Regulations which are a requirement for courses where students are undertaking a qualification which leads to professional registration or working in regulated activity.

# 2 Purpose and Scope

2.1 Fitness to Study refers to the impact of an individual student's health and wellbeing on their capability to participate fully and appropriately in the learning environment at VTI. It refers to situations in which a student exhibits unacceptable behaviour, conduct, or develops an unsatisfactory record of attendance, submission of work or academic performance, that is considered to be the result of known or suspected underlying health and or wellbeing issues. The purpose of these Regulations are:

- 18. To ensure the provision of a consistent, appropriate, non-judgemental and sensitive response to the management of situations relating to any cause for concern about any student's fitness to study;
- 19. To specify the appropriate level of response to concerns about a student's fitness to study, where it is not appropriate to apply existing Institute policies (e.g., Student Disciplinary Regulations, Dealing with Unacceptable Behaviour Guidance or Fitness to Practise);
- 21. To specify lines of responsibility for staff for the different levels of response that may be required and to ensure that decisions are taken by people without actual or perceived conflicts of interest.

# 20 Code of Practice on Freedom of speech

#### 20. Introduction

- 1.1 The Institute supports the principle of freedom of speech and expression within the law as one of the fundamental principles upon which the Institute is founded. It also has regard to the need to ensure that students and staff have freedom to question, test and to put forward new ideas and controversial or unpopular opinions, without placing themselves at any risk.
- 1.2 Every person employed at the Institute and Students and every student enrolling at the Institute should be aware that joining the Institute community involves obligations and responsibilities which are consistent with the above principle and the law.
- 1.3 The Institute has adopted this Code to help ensure that freedom of speech within the law is secured for students, employees and other members of the Institute (including honorary and visiting staff) and for all persons authorised to be on Institute premises, including visiting speakers.
- 1.4 The VTI Management will review and approve the Code at regular intervals and after changes in legislation or guidance, after appropriate consultation within the Institute .

# 2 Background

- 2.1 VTI has 'taken such steps as are reasonably practicable to ensure that freedom of speech within the law is secured for members, students and employees of the establishment and for visiting speakers within the local law act and its jurisdiction '.
- 2.2 This duty 'within the law' extends to ensuring 'so far as is reasonably practicable, that the use of any premises of the establishment is not denied to any individual or body of persons on any ground connected with (a) the beliefs or views of that individual or of any member of that body; or (b) the policy or objectives of that body.'
- 2.3 For the purposes of the Act, the Institute's duty extends to Students' premises. at the vti
- 2.4 The Act also requires institute to issue and keep updated a code of practice setting out the procedures to be followed by members, students and employees in connection with the organisation of meetings and activities, and the conduct required of them

2.5 The Institute must also have regard, to ensure academic freedom as follows:

"...academic staff of the Institute have freedom within the law to question and test received wisdom, and to put forward new ideas and controversial or unpopular opinions, without placing themselves in jeopardy or losing their jobs or any privileges they may have at the institute '.

- 2.6 However, legal obligations also exist which may set limits on certain freedoms, in order to protect the rights and freedoms of others. The Institute must take into account these other relevant obligations and commitments according to the following legislation<sup>1</sup>:
  - 22. Human rights law
  - 23. Equality law
  - 24. Criminal law (including anti-terrorism laws)
  - 25. The duty of care to staff, students and visitors
  - 26. Civil law claims relating to spoken words
  - 27. Data sharing
  - 28. Charity law if any
  - 29. Law relating to security staff
  - 30. Students' unions if any
  - 31. Third party bookings of institute / Students' union premises
- 2.7 The Institute must pay particular attention to the requirements of the Prevent duty when implementing this Code of Practice although this duty does not override the other issues that must be taken into account.

#### 3 Application of the Code

- 3.1 This Code of Practice sets out the rights and obligations inherent in supporting the principle of freedom of speech and expression within the law. The Code's obligations and rights apply to:
  - 33 The Institute (which includes all bodies or persons having authority to determine any matter relevant to this Code);
  - 34 all governors and staff of the Institute ;
  - 35 all students of the Institute ;
  - 36 the Students' Union and its constituent societies, clubs and associations, and employees and sabbatical officers of the Students' Union;

- 37 any visiting or guest lecturers invited by the Institute ;
- 38 honorary doctors and fellows; and
- 39 any person or organisation wishing to hire premises controlled by the Institute for an event.
- 3.2 The Code applies to any activities in which students, staff, visitors and other members of theInstitute engage in (including lectures, seminars, committee meetings). It applied to any Institute premises freehold, leasehold, licence or otherwise, wherever situated, including and faith spaces and the Students' Union.if any
- 3.3 This Code also applies to all meetings and events taking place in any Institute premises which lie outside normal scheduled classes. These activities will be described in the remainder of this document as "events".

#### 4 Ensuring academic freedom

- 4.1 The principle of freedom of speech set out in this Code shall extend to the performance by all staff of their duties and responsibilities and to any visiting or guest lecturer invited by the Institute . It shall also extend to students presenting or exhibiting work produced during the course of their studies with the Institute .
- 4.2 Any person or body to which this Code applies shall not take any action (other than by reasonable and peaceful persuasion) to prevent the holding or continuation of any lecture, tutorial, exhibition, or other academic activity because of the views held or expressed or which are reasonably likely to be expressed, (whether or not within the Institute ) by the lecturer or tutor or student concerned, except as provided for in paragraph 4.3 below.
- 4.3 Any person or body to whom this Code applies shall not take any action (other than reasonable and peaceful persuasion) to prevent any student or group of students from attending any academic activity required by, or properly associated with, the course for which they are enrolled because of the views or beliefs held or lawfully expressed (whether or not within the Institute ) by that student or because of the reasonable likelihood that such views will be expressed.

#### 5 Events

5.1 Where any person or body subject to the obligations of this Code wishes to hold any

event for the expression of any views or beliefs held or lawfully expressed on premises controlled by the Institute , consent shall not be unreasonably refused.

5.2 Save for the provisions in paragraph 5.4, it shall not be a reasonable ground of refusal of permission or facilities for any event that the views likely to be expressed

there may be controversial or contrary to any policy of the Institute , the Students' Union, or Central or Local Government, provided that the expression of such views is lawful. Expression of opinions which are annoying, offensive, in bad taste, or illmannered is not automatically unlawful and should not be the sole ground for refusal unless this would result in the Institute failing in its wider legal duties (for example, to promote equality of opportunity and good relations between persons of different racial groups). The fact that disorder may result at any event is not of itself a ground for refusal of permission or facilities unless the creation of such disorder is the intention of the organisers of, or speakers at, any such event or public safety and order might be jeopardised.

- 5.3 All events must be inclusive and not exclude any individuals on the basis of gender, ethnicity, age, marital status. In determining whether an event that is aimed at individuals with protected characteristics may go ahead, the Institute will follow the guidance from the Equality and Human Rights Commission.
- 5.4 It shall be accepted as reasonable to refuse consent, or withhold facilities for any event to which this Code applies where the Institute reasonably believes (from the nature of the organisation and/or speakers or from events in similar the past whether

held at the Institute or otherwise) that:

- 12 the views likely to be expressed by any speaker are contrary to the law;
- 13 the intention of any speaker is likely to be to incite breaches of the law or is to intend breaches of the peace to occur;
- 14 the views likely to be expressed by any speaker are for the promotion of any illegal organisation or purpose;
- 15 it is in the interests of public safety, the prevention of disorder or crime or the protection of those persons lawfully on premises under the control of the Institute , that the event does not take place.

By 'speaker' this Code means any organiser or other person invited to address the meeting other than members of any audience at that meeting.

- 5.4 Where theInstitute is reasonably satisfied that the otherwise lawful expression of views at any event is likely to give rise to disorder, theInstitute shall consider what steps it is necessary to take to ensure:
  - 10. the safety of all persons,
  - 11. the maintenance of order; and
  - 12. the security of premises controlled by the Institute .
- 5.5 The Institute may impose such conditions and requirements upon the organisers as are reasonably necessary in all the circumstances. These may include, but are not limited to, requirements as to provision of stewards, variation of location and time, ticketing and whether the event shall be open to the public at large.

5.6 Where the Institute concludes that imposing conditions would not be sufficient to prevent serious disorder within premises subject to their control, it may decline to permit such events to be held.

#### 6 Organisation and consideration of events

- 6.1 Organisers of events on premises controlled by the Institute shall normally be required to give at least 28 days' notice in writing of such a proposed event on the relevant Institute booking form. All events will be considered in relation to the External Speaker Procedure attached at Appendix A.
- 6.2 It will be a mandatory requirement that the organisers of any event indicate they accept the terms of this Code when making a venue booking. These conditions include the provision that where organisers change the speakers and/or the nature of an event after it has been booked, they must inform the Institute who will then review the approval for the event.
- 6.3 Where it is considered that there may be disorder at an event, the Institute, following consultation with the Assistant Manager , shall inform the person or body organising the event in writing within seven days of the date of the notice whether the meeting may go ahead.
- 6.4 If any person or organisation believes that the actions of the Institute Secretary in refusing permission or facilities for the holding of any event, or the actions of theInstitute in imposing conditions are unreasonable, it shall have a right to make representations. Any representation shall be made to the Manager within seven days of the date of the letter confirming the original decision. The Manager shall consider such representations and within seven days shall confirm in writing to the relevant person or organisation whether the original decision is to be upheld or varied.
- 6.5 All event organisers shall ensure proper security and organisation (including stewarding and chairing). Such arrangements must be both for the purpose of protecting the right of freedom of speech and also the physical security of participants and others.
- 6.6 It shall be contrary to this Code for any person or body subject to the Code to organise, engage in or become associated with, any conduct with the intention of preventing (other than by reasonable and peaceful persuasion) any event subject to this Code from being held or from continuing. Whilst the heckling of speakers is a right not to be disturbed, it shall be contrary to the Code to seek, by systematic or organised heckling or disruption of such activity, to prevent the lawful expression of views.
- 6.7 The organisers of the event shall have a duty so far as is reasonably practicable to ensure that both the audience and the speaker act in accordance with the law during

the event. In the case of unlawful conduct, the event organiser shall give appropriate warnings and, in the case of continuing misconduct, the event organiser shall require the withdrawal or removal by the stewards or if necessary by the police of the person(s) concerned.

6.8 It shall be the responsibility of the organisers of the event to ensure that no articles or objects shall be taken inside the venue where the event is being held in circumstances which are likely to lead to injury, damage or breach of the law.

## 7 No Platform policy

- 7.1 The Institute will offer no platform to those who are intolerant of the free speech of others both generally and where it includes the denial of the right to hold or express an opposing opinion. This also includes those who engage in the active prevention of permitting others to speak, such as the interruption violent or otherwise of meetings (see 4.3).
- 7.2 The Institute reserves to itself the right to debar speakers or organisations from theInstitute where it reasonably believes that their presence onInstitute property is not conducive to good order, or where it would offend the principles of scholarly inquiry, or where it would put at risk the safety of students, staff or the general public.

## 8 Breaches of the code

- 8.1 It shall be the duty of all those subject to the Code to assist the Institute in upholding the rights of freedom of speech set out in this Code. Where a breach of this Code occurs, it shall be a duty of all to whom this Code applies to take all reasonable steps to secure the identification of persons involved in that breach. Any breach of the provisions of this Code shall be dealt with under the Disciplinary Procedures of the Institute where applicable.
- 8.2 Where breaches of the criminal law occur, the Institute shall, where appropriate, assist the Police and the Prosecution Service. In respect of any criminal charges, the Institute , shall not, unless the Manager determines otherwise, proceed with any disciplinary proceedings in respect of the same matters, until the conclusion on any ongoing criminal proceedings
- 8.3 The operation of the Code shall be monitored by the Manager's Executive

# 21 Intellectual property

## Introduction and scope of the policy

- 1.1 The Vocational Training Institute Itd[VTI] aims to encourage and support creativity and innovation by both staff and students. VTI benefits as a whole where creativity and innovation are able to develop. This document sets out VTI's formal policy in relation to the promotion, publication, ownership, regulation and management of Intellectual Property created by all VTI students.
- 1.2 The policy reflects the provisions of relevant legislation including; Intellectual Property ,Copyright, Designs and Patents Act Patents Act) Registered Designs Act and any other acts prevailing in the country
- 1.3 In relation to students who are also employed by the institute, IP created within the boundaries of their student activity will be considered "vti Student IP" and IP created within their employment role, is outside the scope of this policy. If it is not clear in regards to the above, the IP will be considered to have been created through their employment/course or both.

## 2 Aims of this policy

- 2.1. The policy on Intellectual Property aims to:
  - 21. promote and proactively support innovation and creativity at VTI.
  - 22. provide clarity over the ownership of IP for VTI Taught Students.
  - 23. provide clarity over the ownership of IP for VTI Research (R) Students if any
  - 24. put in place a framework to assist in the exploitation/ commercialisation by means of profit sharing arrangements ("VTI Profit Share") for the benefit of the originator of the VTI Student IP and VTI.
- 2.2 This Policy forms part of the Terms and Conditions for students and is binding upon VTI students as a condition of enrolment at the VTI.
- 2.3 VTI reserves the right to modify or add to this policy at any time, although any such modifications or additions will not affect the treatment of any VTI Student IP that has come into existence prior to the date of the modification or addition.
- 2.4 Advice and guidance should be sought by students regarding this policy from their personal tutor, supervisor, VTI copyright officer or other relevant VTI staff

#### 32. Definitions

"Intellectual Property" (IP) means patents, copyright, trade marks, database rights, design rights, rights in respect of confidential information, registered designs and any other intellectual property rights, whether registered or unregistered, and including applications (and rights to apply, renew or extend rights) for any of the above in any other country of the world. More information about what is covered by the term

See student intellectual property policy

# 22 Learning Analytics Policy

## Introduction

- 1.1 The Vocational Training Institute ltd is using learning analytics to supports students to succeed and achieve their study goals.
- 1.2 The Vocational Training Institute Itd is committed to the ethical use of student data. The principles set out in this policy are intended to cover all of the ethical questions that the use of learning analytics raises. The principles are also informed by the Vocational Training Institute Itd 's mission and values as set out in the Vocational Training Institute Itd Strategy.
- 1.3 Learning analytics is an emerging field and has been variously defined as "the use of data about students and their activities to help institutions understand and improve educational processes, and provide better support to learners".
- 1.4 This policy defines a set of principles to inform the ethical use of learning analytics at the Vocational Training Institute Itd and a set of requirements that must be followed by all learning analytics projects.

#### 40 Scope of Policy

- 2.1 This policy only applies to learning analytics which provide a prediction or other information at individual student level which is used to inform direct interventions to students.
- 2.2 This policy does not apply to Planning activities which are using student data to monitor the effectiveness of teaching and learning and engagement activities. It also does not cover academic research. These activities should be undertaken in accordance with the Vocational Training Institute Itd 's *Code of Practice*.

#### **16** Relationship to other policies

3.1 This policy should be read in conjunction with the Vocational Training Institute Itd 's Data Protection Policy.

#### 17 The 10 Principles

- 4.1 Principle 1 Clarity of Purpose
  - 13. The overarching purpose for the use of learning analytics at the Vocational Training Institute Itd is to support students to succeed and achieve their study goals.
  - 14.
  - 15. All learning analytics projects should have a clearly defined purpose.
  - 16. Learning analytics will not be used as a form of student assessment nor to influence the marking of any student assessments.

#### 4.2 Principle 2 – Individuals

- 18 Students will not be solely defined by the insights and the data generated by learning analytics.
- 19 Learning analytics must not be used to limit the Vocational Training Institute ltd 's or the students' expectations of what they can achieve.

- 20 Any derived data or insights will not be used to inform academic judgements about the student.
- 21 It is accepted individuals behaviours do not necessarily follow a prescribed or typical pattern.
- 4.3 Principle 3 Openness
  - r) The use of learning analytics should be transparent to all stakeholders.
  - s) The data sources, the purposes of the analytics, who has access to the analytics, the processes involved in producing the analytics and how to interpret the data should be explained clearly to students.
- 4.4 Principle 4 Consent
  - 22 The use of special category data (in this case ethnicity) is based on informed consent. Students will be explicitly asked to consent to their special category data being used in learning analytics as part of the enrolment procedure.
  - 23 Students may choose not to provide special category data at enrolment or subsequently.
  - 24 The Vocational Training Institute Itd will ensure that students are fully aware of the implications of this consent.
- 4.5 Principle 5 Responsibility
  - 25 Areas of responsibility for all activities relating to learning analytics should be clearly defined and assigned to specific individuals and groups.
  - 26 The Officer in charge has overall responsibility and accountability for the use of learning analytics at the Vocational Training Institute Itd subject to governance by a Steering Committee
  - 27 The Vocational Training Institute Itd officer in charge is responsible for ensuring that learning analytics is in line with the Vocational Training Institute Itd 's data protection Policy
- 4.6 Principle 6 Quality
  - 14. The quality and validity of data is essential to the effectiveness of learning analytics
  - 15. All stakeholders have a responsibility to maintain accurate and up-todate records
  - 16. Analysis of data and the analytical models should be sound and free from bias.
- 4.7 Principle 7 Access

- 22. Students are legally entitled to see the data the Vocational Training Institute Itd holds about them.
- 23. Any insights from learning analytics projects should be communicated sensitively if students request access to them.
- 24. Access to student data by staff will be limited to those that have a legitimateneed to see it.
  - 15. Levels of access for students and staff to data generated by learning analytics will be specified for each learning analytics project. This includes specifying when data may be withheld and who has responsibility for this decision.
  - 16. Where data is being used anonymously the Vocational Training Institute Itd will make sure students cannot be identified.
- 4.8 Principle 8 Partnership
  - 21. Representatives of all stakeholders, including staff, students and technology providers (where appropriate) should be involved in designing, developing and reviewing the use of learning analytics and its governance.
- 4.9 Principle 9 Appropriate Use
  - 26. Staff will use learning analytics appropriately and responsibly, in accordance with these principles.
  - 27. The Vocational Training Institute Itd will provide appropriate support to staff to ensure there is the capacity and capability for the effective use of learning analytics.
- 4.10 Principle 10 Compliance

The use of learning analytics must comply with all external legislation Only appropriate data will be used. Data sources will be kept to the minimum necessary to deliver the purposes of the analytics reliably. Data in scope will be specified for each learning analytics project.

#### d) Data Scope

5.1 In accordance with Principle 10, the Vocational Training Institute Itd will only use appropriate data. The Vocational Training Institute Itd does not, however, use the following data:

Data on student appeals, misconduct, complaints or mitigation.

Data created on external sites not owned by the Vocational Training Institute ltd e.g. social networking sites.

Records of contact with or the use of Student Services unless students expressly consent to this at the point of contact or use.

Students' Financial Data other than that provided as part of their studies and included in the Vocational Training Institute Itd 's scholarship and bursaries records.

## i) Project Approval and Oversight

- 6.1 All learning analytics activities at the Vocational Training Institute ltd must adhere to the ten principles in this policy and this will be monitored by the Steering Group
- 6.2 All learning analytics activity (institutional, school or course-based projects for example) are required to complete a Learning Analytics Project Specification Form (see Appendix A). The form is not required for planning or academic research projects involving learning analytics which are subject to ethical approval.
- 6.3 The Learning Analytics Project Specification Form must be submitted to and approved by the Steering Group.
- 6.4 The Learning Analytics Project Specification Form outlines the project purpose and specifies areas of responsibility. It also identifies which data will be in and out of the scope of the project and the levels of access to the insights and data generated by the project.

#### 15. Data protection

- 7.1 The Vocational Training Institute Itd is undertaking learning analytics on the basis of 'public task'. This means that the data is processed in line with the Vocational Training Institute Itd 's powers to deliver education as approved. Where the Vocational Training Institute Itd uses special category data (and at present it only uses ethnicity) it does so on the basis of consent which is gathered at enrolment.
- 7.2 In terms of our obligations to inform students of the processing, this is undertaken through student handbooks, information on the website and also emails to students informing them of the purpose of learning analytics.

#### 16. Review

8.1 This policy is subject to regular review by and may be updated at any time subject to appropriate communication to stakeholders. In line with *Principle 9 – Partnership*, any policy review should involve stakeholder representation.

## 17. Acknowledgements

9.1 This policy has been developed by the Vocational Training Institute ltd 's Learning Analytics Policy Group based for learning analytics .

## 23 Student protection plan for the period

#### 1 Introduction and scope

- 1.1 The Institute is committed to ensuring that it offers courses relevant to students and employers. As part of this, the Institute has processes to review and renew (and in some cases close) courses which it considers to be a vital part of maintaining a dynamic curriculum. It has processes in place to ensure that these changes are managed and that applicants are kept informed and that the interests of those students already on course are protected.
- 1.2 This Student Protection Plan has been drawn up to set out what action the Institute would take if it became necessary to close a course or to stop teaching on a particular site for reasons beyond its control. This Plan covers all provision offered directly by VTI LTD and that sub-contracted to academic partners. It does not cover provision validated by the Institute .
- 1.3 The Institute is committed to delivering the course of study to which students have been admitted. In the event of a course closure, its policy is to put provisions in place to teach registered students so that they can complete the course. However, this Plan also sets out how the Institute would support students in the event that it is not able to deliver this commitment.

See the student protection plan policy

# 24 Student recruitment policy

#### Aims of the Policy

- 1.1 The Institute aims to provide education for all applicants who demonstrate the potential to benefit from its provision in line with its mission to widen access and participation and its commitment to equality of opportunity. The Recruitment and Admissions Policy is designed to ensure that it is able to admit a diverse student population who possess the abilities and aptitudes to complete their studies successfully.
- 1.2 The Recruitment and Admissions Policy and its associated procedures have been developed in accordance with the local and international Framework and the Core Practice of the Quality Code for Education that: 'The provider has a reliable, fair and inclusive admissions system'. The Institute will aim to ensure that all aspects of its processes are inclusive and that decisions are made in a fair and reliable manner.
- 1.3 The policy also takes account of the Office for Students requirement that 'students are recruited to courses for which they have the capability to achieve a successful outcome'.
- 1.4 The policy and associated procedures are in line with the Competition and Markets Guidance prevailing for Education.

#### 2 Scope of the Policy

- 2.1 These procedures cover the recruitment and admission of students to all courses and internships.
- 2.2 The Policy should be read in conjunction with the Institute 's Access and Participation Plan which sets out it aims and objectives for its widening access participation activities.

#### 3 General Principles

3.1 The Institute aims to provide education for all applicants who demonstrate the potential to benefit from its provision.

- 3.2 The recruitment process is designed to attract a diverse student population who possess the abilities and aptitudes to complete their studies successfully.
- 3.3 The Institute will admit candidates who have the potential to succeed on their chosen course regardless of background. Applicants to the Institute are considered on the basis of their merits, abilities and potential, regardless of gender, ethnic origin, age (subject to the Institute 's policy on the admission of those under 18), disability, religion, sexual orientation or social class.
- 3.4 The Institute will communicate clearly with potential applicants and applicants, and provide clear, accurate and up front information concerning the courses, the fees, the terms and conditions and the procedures for admissions and enrolment.
- 3.5 Recruitment activities will be aimed at providing information and guidance to applicants and keeping them informed of any updates to the course in order to ensure that they can make an informed decision.
- 3.6 The Institute will ensure that selection methods are fair and consistently applied. Applicants will be selected on the basis of their application, including the evidence of their qualifications and experience and, where appropriate, through the use of

interviewing, auditions or other such mechanisms.

- 3.7 Consideration will be given to the nature and the purpose of an interview, or any other selection method, to ensure that it has appropriate selection criteria and is designed to appropriately assess the applicant's suitability for the course.
- 3.8 All recruitment, admissions, enrolment and induction procedures will be regularly monitored for their effectiveness for all categories of applicants. Entry requirements will also be regularly reviewed prior to publication to ensure that they are appropriate.
- 3.9 The Institute will aim to remove any barriers to application through support for students with disabilities and appropriate outreach to ensure applications from disadvantaged groups.
- 3.10 In line with the transparency condition, information will be made available to applicants on application, offer, acceptance and registration data analysed by gender, ethnicity and socio-economic background

See recruitment policy

# 25 Use of Mobile Phone during classes

## Introduction

Mobile phone use in schools by students has become a controversial topic debated by parents and teachers.

Parents who support the use of cell phones believe that these phones are essential for safety by allowing children to communicate with their parents and guardians. Opponents of students using mobile phones during school believe that mobile phones cause disruption

and may be used inappropriately such as by cheating on taking inappropriate photographs,<sup>[1]</sup> and playing mobile games. Rather than paying attention to teachers, students are spending more time distracted by their phones.

To prevent distractions caused by mobile phones, VTI has implemented policies that restrict students from using their phones during school hours instead of attempted cell phone jamming, which is illegal in certain jurisdictions.

Hope students/parent would understand our concern for their betterment .

## **Mobile Phone Policy**

Vocational Training Institute Itd[vti] recognises that mobile phones and digital devices are now an integral part of young peoples' culture and way of life and can have considerable value, particularly in relation to individual safety.

It is recognised that such technology will play an increasing part in future learning practices, but, like existing ICT use, this should follow agreed rules and guidelines to prevent disruption and instil good learning habits.

The school therefore accepts that pupils are permitted to bring mobile phones and digital devices to school but that their use is subject to the following guidelines.

The school aims to educate pupils in the responsible use of technology.

Note: The term 'phone' in this policy denotes mobile phones, iPods, MP3, MP4 players and any similar portable electronic devices.

## Mobile phones do present a number of problems:

They are valuable items that can be stolen

Their use can render pupils subject to potential bullying or inappropriate contacts

They can disrupt the learning environment

Camera functions can lead to child protection and data protection issues with regard to inappropriate capture, use or distribution of images

## **RESPONSIBLE USE**

Students are required to use phones and devices responsibly at all times.

1. Students must ensure that files stored on their phones do not contain violent, degrading or offensive images.

The transmission of some images/information can be a criminal offence and will be dealt with as such by the school.

2. Cyber-bullying is completely unacceptable, and will be followed up by the school as serious misbehaviour which the school, in turn, will invoke the necessary sanctions as laid out in the school's code of conduct.

3. VTI ltd aims to provide effective teaching and learning in a safe and caring atmosphere. Phones can disrupt effective teaching and learning, even when in silent mode, and irresponsible use can lead to child protection and data protection being compromised. VTI LTD expects that phones will be switched off and kept in bags during the course of the school day, including-condition applies-break-time and lunchtime, so as to avoid disrupting teaching and learning and a breach of data and child protection.

4. Good habits in digital usage are outlined in the notes of information attached to this policy.

## RULES

Responsibility for the phone rests with the student and the school accept no financial responsibility for damage, loss or theft.

## Students must not use phones at all during the course of the school day course.

This means that phones must not be used for:

making calls,

checking the time,

texting or used as a calculator.

Mobile phones/headphones etc must not be visible at all during the course of the school day. Equipment must be switched off and stored in the students' bag.

Head phones must not be worn during or between lessons, for reasons of safety and courtesy. Where appropriate, an individual member of staff may give permission for the use of a device for a specific educational purpose.

Pupils must not use phones or MP3 players to broadcast music, or transfer inappropriate material.

No device should be used in the school to photograph or video students or staff without the authority of the management. In the case of a student, a Parent/Guardian must have given permission for such photographs/videos to be taken of their son/daughter.

If there is an emergency which requires communication with home, pupils must speak to a member of staff who will deal with the matter. Parents/Guardians should only phone students at break-time or lunchtime.

In an emergency parents/guardians should phone the school office and a message will be taken immediately to the student. This ensures that a student is given support and privacy in dealing with a potentially difficult situation.

Students who feel unwell must report to their Year Head who will contact home and students are not permitted to use their mobile

phones to make such calls. This allows support and supervision and also avoids students leaving the school grounds without a record being made.

Mobile phones cannot, under any circumstances, be taken into examination rooms. Breach of this rule will lead to invalidation of that examination and potentially other examinations.

Pupils need to acknowledge that it is a privilege to be permitted to bring mobile phones to school

## CONSEQUENCES

In the event of a student failing to comply with the above school policy the following sanctions will apply;

## **First Offence**

On the first offence, the phone/audio device will be removed from the student and brought to the main office where it will be stored and kept securely. School authority will hold and keep the phone/audio device until the end of the following school day **with a warning to the user**. Conditionally A Parent/Guardian must collect the phone/audio device. The offence will be recorded by the reporting teacher and brought to the attention of the appropriate Class Tutor. Parents/Guardians will be notified of the offence by a letter/note in the student report book that will be sent home with the student.

## **Second Offence**

Should a student be found to be using a phone/audio device for a second time, the phone/audio device will be removed from the student and brought to the main office where it will be stored securely. On this occasion, the phone/audio device will not be returned for two days after the offence (e.g. If a phone/audio device is collected for safe keeping and stored on Tuesday, it cannot be collected until Thursday evening). School authority will hold the phone/audio device. In addition, the student will be required to pay a penalty fee of RS75.00/ for the return of the phone Parents/Guardians are the only persons authorised to collect the phone/audio device. The offence will be recorded by the reporting teacher and brought to the attention of the appropriate Class Tutor. Parents/Guardians will be notified of the offence by a letter/note that will be sent home with the student.

## **Third and Subsequent Offences**

Should a student be found to be using a phone/audio device on a third or subsequent occasion, the phone/audio device will be removed from the student and brought to the main office where it will be stored and kept securely. On this occasion, the phone/audio device will not be returned for **four days after the offence** (e.g. If a phone/audio device is stored for safe keeping on Monday, it cannot be collected until Friday evening). In addition, the student will be required to pay a penalty fee of RS 100.00/ for the return of the phone. Parents/Guardians are the only persons authorised to collect the phone/audio device. The offence will be recorded by the reporting teacher and brought to the attention of the appropriate Class Tutor. Parents/Guardians will be notified of the offence by letter/note which will be sent home with the student.

If a student persists to breach the rules as laid out in this policy, then the parents/guardians and student will be requested to attend a meeting with the Manager to discuss the issue.

Furthermore, if no resolution is reached and due to aggressive attitudes of the student, the student may be requested to leave school for good /transferred to part time mode due to examination completion.

## NOTE:

Should a student be found to be using a phone/audio device during the course of the school day and refuses to hand up the phone/audio device/become aggressive, they will be brought immediately to the main office where Parent/Guardian will be contacted and asked to take the student off the school premises for the remainder of the school days at his own act and perils/ or be transferred to part time to complete the examination.

All meetings held between the Parent/Student and School Authority will be recorded and held on file securely within the school.

## ADVICE TO PUPILS ON THE SAFE USE OF MOBILES

Using your mobile is convenient and practical but you need to observe some common sense ground rules to protect yourself from potential abuse or danger.

Don't give out your number or friends' numbers to people you don't know, especially in Instant Messenger or Chat rooms.

Keep your security code or PIN number private.

If you get texts, which upset you, don't reply but keep a record and tell an adult. In serious cases you can report it to the police.

If you receive a rude or embarrassing image or text about someone don't forward it to others. Distributing sexual images of other young people is harassment and is illegal. If you receive something like this, tell an adult immediately.

Ask permission before taking a picture of your friends and think before sending it on. Once sent you have lost control of it and it could become public before you know it.

## BENEFITS

Students can use phones in cases of emergency outside school hours. Students may feel more confident knowing they can make contact with someone if in difficulties. Some digital technology can be useful for learning and homework.

THE		POTENTIAL DISADVANTAGES					ANTAGES				
Mobile	phones		are	valuable		and	can	be	lost	or	stolen.
Students	can	be	bullied	by		text	messaging	or	silent	phone	calls.
Mobile	phones	can	be	used	to	store	and	communicate	inapp	propriate	material.
Unsuitable people are known to use mobile phones and text messages to make inappropriate contact with young people											

# 26 Emergency Situations and Assessments

# Introduction

This guidance explains what to do if emergencies affect any assessments, including dated and on-demand exams. Emergencies are defined in this instance as a serious, unexpected situation that requires immediate action. This document seeks to provide mitigation for any instance where either external exam or affects centre are unable to complete an aspect of the assessment process due to emergency situations.

## 1.1. Examples of emergencies

Situations that are considered as emergencies include (but are not limited to):

- significant damage to centre property (eg fire),
- criminal activity (eg bomb threat),
- severe weather (eg snow, flooding),
- public health incidents (eg flu pandemic).

# 1.2. Responsibilities for centre

Centre to ensure that any dated exam takes place on the scheduled date unless explicitly advised otherwise by a relevant organisation (e.g. police, fire brigade). In instances of emergencies, centre must contact external body immediately if:

- the exam cannot take place;
- candidates miss an exam.

In emergency situations, the primary concern is the safety of centre staff and candidates.

For internal assessment, there is more flexibility on the date of the assessment. However, some assessment must take place within a set window and some emergencies could have an effect for a prolonged period. The centre should contact external bofy immediately if:

- they need to reschedule or change the location of an assessment activity that will be subject to a moderator or EQA visit;
- if there is risk that the deadline for submitting results may be missed.

Where assessments are postponed or rescheduled for candidates, centre must ensure that all live assessment material is stored securely. Where possible, any candidates that are unable to take the assessment must be kept isolated from those candidates who were able to.

# 1.3. Responsibilities for overseas body

External body has a duty to:

- mitigate any adverse effect on candidates; and
- maintain qualification standards.

This means that the external body will take all reasonable steps to mitigate any adverse effect on candidates, but cannot take any action that would affect qualification standards. Where external body becomes aware of an emergency affecting centres, we will support centres, providing additional and specific instructions.

# 2. Dated Exams

Dated exams **must** be completed on the scheduled date and time. Exams can be sat earlier or later on the scheduled day, providing the requirements of the **Instructions for Conducting Examinations** are met.

This guidance applies where the exam cannot be sat on the scheduled day due to an emergency situation.

# 2.1. Centre status

If the centre is open and running the exam, but candidates cannot attend, they must be marked absent and entered for the next available exam date.

If the centre is closed and unable to run the exam, the centre must inform the awarding body. The exam can be held in an alternative location, if this is possible. awarding body must be informed where this is the case and the alternative location must meet the minimum published requirements for the assessment to take place securely.

# 2.2. Possible options

The possible options for awarding body to take where centres are closed, and are unable to run an exam and cannot source a suitable alternative location are:

• rescheduling the exam for another date (using the same question paper);

• setting up an additional exam date (using a different question paper);

• no action.

## 2.2.1. Rescheduling the exam for another date

This option is only considered where no-one across all centre cohorts, has been able to sit the exam and so the original question paper has not been used. For example because:

- there is only one centre with entries for the exam;
- all the centres with entries for the exam are closed;

there is time within the existing exam timetable to reschedule an exam.

In these cases External exam body will agree an alternative exam date with the affected centres. The centre will need to sit the exam on the same rescheduled date.

## 2.2.2. Setting up an additional exam date

This would be considered where

• some candidates across the cohort have sat the exam; and

• the affected candidates would be significantly disadvantaged if an additional exam date was not provided for them.

The awarding body will schedule the additional date, based on:

• gaps in the existing exam timetable,

• usual centre opening times/dates,

• minimising the possibility and impact of any adverse effect.

**Please note**: the additional date may be after the next scheduled exam date.

## 2.2.3. No action

In some cases it may not be possible to reschedule or set up an additional exam date. In this case, candidates must be entered for the next scheduled exam date.

Once the exam has been rebooked, the original exam can then be cancelled. The centre must emailto awarding body . with the cancellation and credit note request.

# 2.3. Special Consideration

When candidates have missed a **dated** examination due to an emergency situation and the centre is prepared to support an application for special consideration, the centre should contact awarding body

Please remember, special consideration is not available where:

- there is another resit opportunity available to the candidate,
- the candidate has already taken and passed the examination,
- the candidate has not completed all the other required components/units.

Applications should be sent to external awarding body .

See Emergency Situations and Assessments policy

	Level Programmes	option 1 Full	Option 2-Semester=	Option 3-, Monthly
		Yearly=**		
1	Prevoc/Preparatory-Year 1- 3	25,000/	15,000/ x 2 semesters	initial payment of Rs 5,000/ yearly plus 2500 x 12 months
2	Level 1 [2 years] with NC4]	Rs 40,000/ year	22,000/ x 2 semester	initial payment of Rs 12,000/ yearly plus 3000 x 12 months
3	level 2 [3 years] with NC4]	Rs 40,000/ year	22,000/ x 2 semester	initial payment of Rs 12,000/ yearly plus 3000 x 12 months
4	-level 2 [2 years] with NC4]	Rs 45,000 / year	Rs 25,000 per semester x 2 semester yearly	Initial payment of Rs 15,000/ yearly plus Rs 3,000x 12 months yearly
5	level 2 [1½ years	60,000 for full course	22,000 x 3 semesters	Initial payment of Rs 20,000/ yearly plus Rs 3,000x 12 months yearly
6	level 3 [1½ years	Rs 70,000 for full course	25,000, per semester x 3	Initial payment of Rs 20,000/ plus 3,500 x 17 months
	level 3 - 2 years	Rs 50,000/ per yr	Rs 28,000 x 2 semesters yr	Initial payment of Rs 15,000/ yearly plus Rs 3,500x 12 months per yr
7	Level 3- 1 year	Rs 50,000/ per yr	Rs 28,000 x 2 semesters yr	Initial payment of Rs 15,000/ yearly plus Rs 3,500x 12 months per yr
8	LEVEL 4 [1 yr]	Rs 60,000 /per yr	Rs 33,000/x 2 semesters	Initial payment of Rs 20,000/ yearly plus +Rs 4,500 x 12 months per yr
9	LEVEL 5 [1 yr]	Rs 75,000 /yr	Rs 40,000/x 2 semesters	Initial payment of Rs 25,000/ yearly plus Rs 5000 x 12 months per yr
10	-01 level 1 [6 months]	*Rs 20,000/	*Rs 12,000 x 2 months	Initial fee of Rs 8 ,000/ plus Rs 3,000x 6 months
11	02 –level 2 [6 months]	*Rs 25,000/	*Rs 15,000 x 2 months	Initial fee of Rs 15 ,000/ plus Rs 3,000x 6 months
12	03 –level 3 [6 months]	*Rs 35,000/	*Rs 20,000 x 2 months	Initial fee of Rs 20 ,000/ plus Rs 3,500x 6 months
13	04 -level 4 [6 months]	*Rs 40,000/	*Rs 22,000 x 2 months	Initial fee of Rs 23 ,000/ plus Rs 4,000 x 6 months
14	Attendance- Multiskills 6 months	20,000/	6000 x 4 montns	Multiskills 6 months

<u>Paym</u>

### ent / Bank Detail :

# For Bank Draft/Swift transfer/remittance - Payment details made to MUR Account either <u>by online bank</u> <u>transfer / MCB Juice / internet banking , cash or cheque as following details</u>

Account Name	VOCATIONAL TRAINING INSTITUTE [VTI]
Account Number	000081052677
Bank Name	Mauritius Commercial Bank
Bank Address	John Kennedy avenue, Vacoas, Mauritius
IBAN Number	MU44MCBL0908000001052677000MUR
BRN	C07050364

VTI Itd Institute/school fees include vti Itd tuition-a non refundable initial course fee and other expenses as,

- as, remedial classes, library, materials, if any and <u>does not include external registration/membership and examination</u> <u>fees</u> <u>which is due as follows;</u>

for -June series by 15<sup>th</sup> of February And whereas for that of December series by 15<sup>th</sup> of July latest-prior of the exam.-Contact office for more info concerning exam fees etc or vti ltd website

Fees are presented on a yearly basis for programmes (2 years). Refund and withdrawal policy is available on our website – <u>www.vtimauritius.com</u> discount is applicable on full upfront payment on **tuition fees only**/all discounts are given on the **tuition fees** excluding administration/examination fee.

### Refund Policy of tuition fee in brief

1	When paid in full/semester-excluding the non refundable initial/deposit fee***	Refunded tuition fee			
<u>[a]</u>	Within ten days prior to starting of course	75% ofremaining *** paid			
[b]	Attended 1 to 3 tuition classes as per time table	_50% of remaining *** paid			
[c]	Attended 4 plus tuition classes as per timetable	_No refund			
<u>2</u>	When paid monthly excluding the non refundable initial/deposit fee***				
[a]	Within ten days prior to starting of course	75% of remaining ***paid			
[b]	Attended 1 to 3 tuition classes as per time table	_50% of remaining *** paid			
[c]	Attended 4 plus tuition classes as per timetable	_No refund			
** e	** excluding the non refundable initial/deposit/admission fee				

#### submission of Application form for Refund

The deadline for submission of applications for refund are as follows:

For all courses in session	Deadline for submission	Refund month
lanuary	<ul> <li>Manual applications: <b>31 March</b> of the following year</li> </ul>	■ May
January	<ul> <li>Online applications: Extended to 15 April of the following year</li> </ul>	
June	<ul> <li>Manual applications: 30 September of the same year</li> </ul>	<ul> <li>November</li> </ul>
	<ul> <li>Online applications: Extended to 15 October of the same year</li> </ul>	

the above practice will be observed, 1] to consider letter of refund with and as from date received, 2] attendance as at that date AS PER[1] will be computed

21.10.2021

# **Contact us**

or enquiries on Examination, please contact the VTI LTD :Examination coordinator

Tel.:	[230]6966051
Fax :	[230]6962062
E-mail :	<u>vti@intnet.mu</u>
Service Hours :	Mon - Fri 8:30 am – 3:00 pm Sat : 9:00 am – 14.00 hrs

## Disclaimer

Every effort has been made to ensure that information contained in this handbook is accurate and correct. Changes may be made from time to time and the Institute reserves the right to make amendments to the information contained in this handbook without prior notice.

In the event of inconsistency between information contained in this handbook and any policy and regulation or where an interpretation of this handbook is required, the decision of the institute shall be final.

