

# ROYAL COLLEGE OF MUSIC



## RCM STUDENT CODE & PROCEDURES 2020-21

Including:

- terms & conditions of registration
- student complaints procedure
- student code of conduct and disciplinary procedure
- procedure for appealing an examination decision
- procedure concerning cheating, plagiarism and collusion

# CONTENTS

<u><a href="#">Terms &amp; conditions of registration</a></u>	1
This section sets out the things that you agree to when you register	
<u><a href="#">Student complaints procedure</a></u>	12
This is the procedure to use if you have a complaint about your studies or other services provided by the College	
<u><a href="#">Student code of conduct and disciplinary procedure</a></u>	16
This is the procedure the College uses in cases of general misconduct by students. It sets out the definitions of disciplinary offences	
<u><a href="#">Procedure for Academic Appeal</a></u>	28
This is the procedure to use if you wish to appeal an examination result. You can appeal if you believe you have mitigating circumstances unknown to the examiners (with good reason) or if you think there has been an administrative error in the examination process	
<u><a href="#">Procedure concerning cheating, plagiarism and collusion</a></u>	31
This is the procedure the College uses in cases where students are accused of cheating	
<u><a href="#">Policy on students of concern – health &amp; wellbeing</a></u>	34
This is the procedure the College uses in cases where there is a concern about whether a student is fit for studies or if a student’s behaviour is disruptive	
<u><a href="#">Policy on students of concern who may be at risk of radicalisation or extremism</a></u>	36
This is the procedure the College uses in cases where there is a concern about whether a student is at risk of radicalisation or extremism in response to the RCM’s obligation to comply with the Counter Terrorism and Security Act 2015, and the RCM Prevent Action Plan	
<u><a href="#">RCM Students’ Union complaints procedure</a></u>	37
This is the procedure to use if you have a complaint about any dealings with the RCM Students’ Union or if you think that you have suffered an unfair disadvantage from having exercised the right not to be a member of the RCM Students’ Union	
<u><a href="#">RCM Students’ Union code of practice</a></u>	39
This Code sets out arrangements for the running of the RCM SU, including how to opt out of RCM SU Membership	
<u><a href="#">Code for booking and use of practice rooms</a></u>	41
All user of the RCMs Asimut room booking system are expected to adhere to these regulations	
<u><a href="#">Code for Tier 4 Visa holders</a></u>	43
All Tier 4 Visa holders must comply with these regulations so that the RCM can demonstrate that it is complying with the requirements of UK Visas & Immigration	
<u><a href="#">Personal relationships policy</a></u>	44
This policy is directed primarily at RCM staff but RCM students are expected to be aware of the content of the policy as it affects them	

The student code and procedures within this document apply to students of the RCM Senior College only. Separate procedures apply to RCM Junior Department students, which are available from the RCM Junior department webpage: <https://www.rcm.ac.uk/junior/>

**Advice** on these regulations and procedures can be obtained from Academic Registrar, Elly Taylor, [etaylor@rcm.ac.uk](mailto:etaylor@rcm.ac.uk) or from Deputy Director, Kevin Porter, [kporter@rcm.ac.uk](mailto:kporter@rcm.ac.uk) by appointment, contact: 020 7591 4312

# TERMS AND CONDITIONS OF REGISTRATION

It is important that you read and understand the Royal College of Music's terms and conditions of registration, which are listed in full below.

In summary, you agree to abide by our terms relating to:

- Fees, refunds and compensation
- Conduct
- Handling of your personal information
- Alterations to provision
- Use of the RCM Library
- ICT Acceptable Use Policy
- RCM Recording Agreement

We also draw your attention to:

- The **regulations of your programme** available on the [RCM website](#) and the VLE, learn.rcm
- The **RCM student code & procedures**, which includes the Student Complaints Procedure, the Student Code of Conduct and Disciplinary Procedure, the Procedure for Appealing an Examination Decision and the Procedure concerning Cheating, Plagiarism and Collusion

You have the right to cancel this agreement at any time within 14 days of your acceptance of these Terms & Conditions. However, you will waive your right to cancel if the RCM provides any of the services to you within the 14 day period.

In accepting our terms and conditions and registering for studies at the RCM you agree to all of the following:

## 1. Tuition fees

1.1 Upon registering for studies, you understand that you are liable for any tuition fees for the academic year to which they relate and that if you, or any other funding provider that has agreed to pay your tuition fees fails to do so, your tuition and registration as a student may be suspended until the amount owed has been paid in full, or may be terminated. The RCM may withhold results (transcripts, certificates, etc.) and permission to graduate while tuition fees remain unpaid, but will not do so in a way which causes direct identifiable prejudice to you. In the event of failure and subsequent reassessment or deferral of assessment, you may be liable for additional charges at the prevailing rate.

1.2 The RCM does not charge tuition fees direct to students on the following programmes:

- BSc in Physics with Music Performance
- Boston University Experience Programme
- Princeton University Experience Programme
- NAFA students on the International Placement module
- Incoming Erasmus and International Exchange programmes

Further information on the payment of fees, refunds and compensation is provided in section 8 below. By registering as a student at the Royal College of Music, you are agreeing to these terms and are strongly advised to read them in full.

## 2. Conduct

### 2.1 Regulations

You agree to abide by the RCM Student Code & Procedures and the regulations of your programme of study, which are available on our [course pages](#).

## 2.2 Communication

You understand that you must check your RCM email daily in order to receive important information about your studies.

## 2.3 Commitment

You understand that you are obliged to make yourself available for all RCM activities as required, unless a Leave of Absence request has been approved. The programme of learning at the RCM is designed to prepare you for the music profession. It offers a huge range of activities and opportunities for your artistic and intellectual development, both as part of your assessed course, and also outside of it. Non-assessed activity includes performance and composition projects, masterclasses, outreach and other educational activities, talks and presentations designed to introduce you to musical culture beyond your immediate area of specialism. We expect you to take full advantage of these opportunities and demonstrate absolute commitment in your participation. You understand that you are obliged to make yourself available for RCM projects and events as required, unless a Leave of Absence request has been approved. Once you have been placed in a project or event, you undertake to treat it in the same way as you would a professional engagement. This includes making sure you attend each rehearsal or meeting punctually, are adequately prepared before the first rehearsal, and show a high level of cooperation with your fellow participants. Failure to behave in a professional manner may lead to restrictions being placed on your future participation in projects and other activities.

## 2.4 Promotion, photography and filming

You understand your obligation to inform your Head of Faculty or programme leader of any professional work and competitions or awards won, and that this information may be used in RCM publications. You agree to being photographed or recorded on video throughout your time at the RCM for marketing and publicity purposes, as well as teaching purposes (i.e. being recorded to facilitate delivery of teaching via digital media), including but not limited to RCM and third party publications, websites, videos and social media. See also section 7 – RCM Recording Agreement.

## 2.5 Study elsewhere

You are not normally permitted to undertake studies at another higher education institution which are deemed to conflict or compromise your studies at the RCM. Exceptions may be granted on a case by case basis only by written approval from your Head of Programme.

## 2.6 Tier 4 Student Visa holders only

You understand that you are responsible for ensuring that you have the appropriate permission to reside and study in the UK; you understand your obligations regarding the conditions of your visa/Biometric Residence Permit and understand that the RCM is obliged to report non-attendance or other contravention to UK Visas & Immigration.

## 3. Personal information

### 3.1 Storage of personal information

The information you provided when you applied for a place at the RCM forms the basis of your student record, either via UCAS Conservatoires or direct to the RCM, or, in the case of visiting exchange students, via the AEC online application system. For students from the Nanyang Academy of Fine Arts, Boston University or Princeton University, your home institution provided the data that forms the basis of your student record. Your student record is supplemented by the information you provide in the annual online registration and in-person registration sessions which take place before the beginning of each academic year. Your academic record will be updated to reflect your progress through your course.

You agree to this information being shared within the RCM community to:

- to all RCM staff, including professors;
- to the RCM Development & Alumni Engagement department;
- via the secure area of the RCM intranet for use by RCM staff.

From time to time students request contact details of other students in order to pursue musical endeavours, such as forming chamber groups. You understand that the RCM will release only your RCM email address in these circumstances. You understand that sensitive information, such as that relating to disability, will only be made available to those who need to see it.

### 3.2 Contact details and term-time address

You agree to provide the RCM with up-to-date permanent and term-time address details, a UK telephone number and details of a named Emergency Contact and you permit RCM staff to communicate with your Emergency Contact where there is concern about your health and wellbeing. You can update your contact details at any time via the Registry pages on [learn.rcm](http://learn.rcm). You are normally required to reside within a reasonable distance of the RCM in London in order to engage with your studies adequately. Exceptions may be granted on a case by case basis only by written approval from your Head of Programme.

### 3.3 Sharing information

We are required to share your data with the Higher Education Statistical Agency, full details of which are in the HESA Student Data Collection notice at <https://www.hesa.ac.uk/about/regulation/data-protection/notices>.

For students in receipt of funds from the Student Loans Company (SLC) or the US Stafford Federal Loans or Marshall Scholarships programmes, we will confirm your attendance and registration, and we are obliged to notify the relevant authority of any changes to your circumstances affecting your attendance on your programme.

For students holding Tier 4 Student visas, the RCM as sponsor is required to notify the UK's Home Office of any significant changes in their circumstances.

For students in receipt of funds from the UK Research Council (formerly the Arts and Humanities Research Council) we will confirm your attendance and registration, and we are obliged to notify them of any changes to your circumstances affecting your attendance on your programme.

The National Student Survey is an annual survey and is run by the Office for Students (OfS) and Ipsos/Mori. The RCM is required to provide the names and contact details of all final year undergraduates to Ipsos/Mori who conduct the survey. Further details on how the NSS manage your data can be found on the NSS website at <https://www.thestudentsurvey.com/privacy-statement.php>. The legal basis for the RCM (in common with every other higher education provider in the UK) to provide data to the organisers of the NSS is that it is 'necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller' in accordance with Article 6 (1)(e) of the GDPR.

The Graduate Outcomes Survey is carried out by HESA on all graduates to find out more information on their employment since graduating. The RCM will provide your contact details to HESA so that you may be invited to take part in the Graduate Outcomes survey. The legal basis for this is "necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller" in accordance with Article 6 (1)(e) of the GDPR".

If you apply for a place at the RCM's halls of residence at Prince Consort Village, you will be asked by Prince Consort Village to consent to PCV and the RCM sharing information about you. We do this so that you can take advantage of the lower rents available to RCM students. Providing you have consented to PCV and the RCM sharing your data, PCV will tell us your name, email address and your date of birth and the RCM will confirm to PCV whether you are a registered student of the RCM.

When the RCM awards its students scholarships we put the students in touch with the person(s) or organisations who have donated the money to the RCM in order to establish a relationship between the student and the supporter. This means we will share your name, contact details, information about your programme of study, your biography and an image of you with your supporter along with details of any performance projects in which you are involved. Where support is offered in instances

of financial hardship, we may share the details of the particular situation with the funding organisation.

We will also provide scholarship holders with the name and contact details of their supporters.

The RCM will use your name and details of your performance biography in concert programmes or promotional material for any performance projects in which you are involved. Sometimes we may also publish a photograph of you that you will have provided specifically for this purpose. Your image may be used in video recordings the RCM makes of its performances and events which are subsequently broadcast and made available for streaming.

Your name will be published in the Graduation Ceremony programme when you are awarded your certificate, diploma or degree, or if you are an RCM prize winner. The Graduation Ceremony programme will also list the course you studied and will indicate your principal study and if you were a scholar. We will not publish any undergraduate degree classifications nor identify any postgraduate distinctions

We will share your name with the RCM's External Examiners. As part of the RCM's quality assurance processes, external examiners are appointed to oversee the academic standards of each programme, and as part of their duties will look at samples of work from a cross section of students each year.

We will share your details with internal and external auditors when asked to do so. As a publicly-funded organisation, the RCM is subject to audit and is required on occasion to give the auditors access to students' details in order for them to report on the integrity of the RCM's processes. The auditors will not normally retain personal data once an audit is complete.

The RCM will provide its debt collection agency with personal contact details of any student who has significant outstanding debts to the RCM. Personal data will be provided to the RCM's debt collection agency in cases where the RCM has exhausted its own procedures for pursuing a debt.

The only other occasion on which the RCM might have to share data with a third party without express consent would be when it is necessary for protecting the vital interests of a data subject, for example in the case of an emergency.

### **3.4 Privacy Statements**

In accordance with the General Data Protection Regulations and the Data Protection Act 2018, the RCM has set out its reasons for processing and storing personal data in a series of Privacy Statements. These are available in full on the RCM's website at [https://www.rcm.ac.uk/websitepolicies/privacy/?\\_ga=2.202369617.110640280.1564402083-208346546.1563978892](https://www.rcm.ac.uk/websitepolicies/privacy/?_ga=2.202369617.110640280.1564402083-208346546.1563978892). The RCM's data retention policy is available at the same link.

## **4. Alterations to provision**

### **4.1 Programme review**

The RCM reviews its programmes in two ways. Firstly, on an annual basis, in response to student and external examiner feedback; and secondly, every five to six years, which provides an opportunity to make more significant changes. Annual reviews may result in changes, for example, to the range of modules on offer or to module content. Where such changes are minor (for example, changes to individual elements of a programme that do not lead to a substantive change in overall content or the learning outcomes of a programme), the RCM will communicate these changes through updates to programme handbooks and module syllabuses. In the event of significant changes (for example, changes to the way a degree classification is calculated), the RCM shall ensure that these changes are brought to the attention of affected students as soon as reasonably practicable.

#### 4.2 Discontinuation of programme

In the event of any decision to discontinue a programme, it is RCM policy to 'teach it out', i.e. to cease admitting new students and enable currently enrolled students to complete the programme in the normal timeframe. The RCM will allow students the choice between remaining on the programme to completion or to withdraw from the programme and receive a refund of tuition fees in full. No compensation is available for maintenance costs, lost time or similar, because the RCM offers students the option of completing the programme or withdrawing with refund of tuition fees.

#### 4.3 Non-availability of modules

On rare occasions, it may be necessary to withdraw an optional module in a particular academic year, for example, if insufficient student demand makes it unviable to run, or lack of availability of appropriate staff. Also, you will be informed how places are prioritised should a module be oversubscribed. In such circumstances, alternative module(s) will be offered.

#### 4.4 Other changes

The RCM may be obliged to amend a programme, regulation, policy or procedure in the event of either:

- circumstances caused by matters outside our control (including but not limited to natural disaster, fire, flood, extreme weather, as a result of terrorism or war, widespread illness or pandemic, industrial action)
- where there are changes in relevant laws or where required by a regulatory body, such as the Office for Students

The RCM shall ensure that changes are brought to the attention of affected students as soon as reasonably practicable.

### 5. Rules for use of the RCM Library

The library aims to provide support for all college work and activities by the loan of scores, books and AV items, the provision of reference material and online resources. Our ability to respond to college members' needs depends greatly on each member's cooperation. In accepting these Terms & Conditions, you agree to abide by the rules for use of the library. The library will endeavour to interpret these fairly. The library reserves the right to impose penalties on library users who fail to comply.

#### 5.1 You may

- Use all library material to support your studies
- Borrow up to 15 items at any one time
- Use library material in classes, choirs, orchestras and ensembles
- Suggest items for acquisition
- Have facilities for study
- Expect advice and assistance from library staff

#### 5.2 You must

- Have your RCM ID card when borrowing or renewing items
- Treat all library materials with care
- Borrow and return all sets of music complete
- Return or renew all items on or before the due date or upon request
- Return all library loans at least two weeks before you leave the RCM
- Pay promptly all fines and replace all lost or damaged items
- Not bring bags, food or drink into the library
- Treat fellow users and their needs with respect

[More on use of the RCM Library](#)

### 6. ICT Acceptable Use Policy

The Acceptable Use Policy (AUP) is in Section 2 of the RCM ICT Policies document available at <https://www.rcm.ac.uk/media/RCM%20ICT%20Services%20-%20ICT%20Policies.pdf>. In accepting these

terms & conditions, you confirm that:

- You understand the AUP and agree to abide by the rules governing the code of conduct on the use of RCM ICT facilities, as set out in the AUP
- You understand that the AUP applies to all RCM ICT equipment, in addition to your ICT services account, email/internet access and document/data storage; and applies to any RCM ICT Services wherever provided, such as in RCM accommodation or elsewhere
- You understand that violation of this agreement may result in disciplinary proceedings and the immediate suspension of your RCM ICT privileges

## 7. RCM Recording Agreement

The RCM regularly records its performances and events for teaching, archiving, non-commercial and commercial publicity and promotional use. Performances are available to students and staff through a dedicated, closed access website, for study, and through selected external channels and partners. This usage is an important part of teaching and learning at the RCM.

Below are the agreements necessary for this work to take place effectively, and outlines your rights in RCM recordings and your artistic works.

### 7.1 Definitions

For the purposes of this agreement:

#### 7.1.1 Your RCM performances

Includes all performances by you whilst enrolled as a student at the RCM, including but not limited to RCM concerts, productions, masterclasses, recordings and demonstrations.

#### 7.1.2 Recordings

Recordings may be in the form of sound, moving and still images, in any analogue or digital format, and on any medium, including those yet to be discovered. The RCM may carry out the recording itself or commission recording by approved third parties.

#### 7.1.3 Broadcast

Includes the transmission of both live and recorded performances.

## 7.2 Grant of rights

7.2.1 Notwithstanding anything to the contrary herein contained, it is expressly agreed that the copyright and all other rights of a like nature now conferred in respect of recordings by the law in force in any part of the world in the recording made hereunder shall vest in the RCM or its licensees or assigns for the full term or terms of copyright in the said recording. You hereby assign to us any and all such rights which you might acquire and will do all things and execute all documents necessary to complete such assignment.

7.2.2 You waive your moral rights with respect to your RCM performances and their broadcast and recordings but the RCM seeks to recognise individual students' contributions where appropriate and practical and to avoid derogatory use of recorded performances.

7.2.3 You grant the RCM the right to use recordings of your RCM performances (and recorded performances of your compositions) for a variety of purposes in support of the RCM, including but not limited to teaching and research, archival purposes, commercial use, and non-commercial publicity which shall include promotion of the RCM. These recordings may be made available to students and staff of the RCM via controlled access, and may also be made available to the public via selected publicity channels. Where the RCM intends to make commercial use of such recordings it will make reasonable efforts to inform the performers involved.

7.2.4 Subject to any agreement to the contrary, you retain ownership of copyright in respect of underlying artistic works (e.g. compositions) created by you whilst and in consequence of being enrolled as a



student of the RCM. You grant the RCM a non-exclusive royalty-free licence to perform these works during the period in which you are enrolled as a student of the RCM, to broadcast and to record such performances, and to make copies of said artistic works. These recordings and copies may be used for the purposes of the RCM and as described within this agreement for such time as copyright and any related rights subsist.

### **7.3 Warranties**

You warrant that you have not licensed or assigned any rights that may conflict with the rights licensed or assigned in this agreement and are free to honour the obligations set forth in this agreement. You understand that this agreement is legally binding and as such may be enforced by the RCM.

### **7.4 Territory, duration & termination**

**7.4.1** You grant this licence effective world-wide for the duration of any copyright or related rights that subsist within your RCM performances, their broadcast and their recordings.

**7.4.2** After graduation or after otherwise ending your enrolment as a student of the RCM, you may request termination or amendment of this agreement in exceptional circumstances. Such a request must be made in writing to the Artistic Director of the RCM who will consider your individual interests alongside the interests of current RCM students and the RCM as a whole in reaching a decision.

## **8. Payment of fees, refunds & compensation**

### **8.1 Definitions**

For the purposes of this agreement:

#### **8.1.1 Student**

A person intending to register or person registered for a programme of study at the Royal College of Music.

#### **8.1.2 College or RCM**

Royal College of Music  
Prince Consort Road  
London  
SW7 2BS

#### **8.1.3 Programme**

The programme of study or course.

#### **8.1.4 Tuition fees or fees**

The tuition fees payable by the student in respect of the programme.

#### **8.1.5 Academic year**

The yearly period of the programme between and including the first and last days of the academic year, the dates of which shall be published by the RCM.

#### **8.1.6 Other fees**

Non-tuition fees for goods and/or services payable by the student to the RCM, including reassessment or deferred assessment fees.

### **8.2 Tuition fees and payment**

**8.2.1** The RCM charges and collects fees in accordance with college policies and with reference to external requirements or governing bodies as required. Students are liable for tuition fees from the

point of registration to the end of the academic year. Students should note that the tuition fees will be subject to increase for the second and each subsequent year of the programme.

**8.2.2** The payment of any sums intended to be in respect of fees by or on behalf of the student does not in itself indicate the existence of a contract between the RCM and the student.

**8.2.3** If the student is studying on a programme, the student must pay the tuition fees before the first day of the programme for each academic year, providing they have completed the registration process. This shall not apply if alternative arrangements for payment have been made, for example as described in section 8.4–8.7 below. Students commencing in the spring or summer terms become liable to pay tuition fees by the first day of the term in which they commence the programme, provided they have completed the registration process.

**8.2.4** Doctoral students who have extensions to phases of the programme will be charged the additional tuition fees or writing up fees on a termly basis.

**8.2.5** The RCM accepts the following payment methods for tuition fees:

- Debit card
- Credit card (most major cards accepted including American Express)
- PayPal (only available when paying invoice in full)
- Cheque
- Cash (please do not send cash through the post)
- BACS – Bank transfers including SWIFT and CHAPS payments

**8.2.6** Tuition fees can be paid either in one payment or in instalments – see section 8.3 below.

### **8.3 Instalment plan options**

**8.3.1** Payment by instalments is available to students on programmes which are for the duration of an academic year. Instalment plans can only be setup through the RCM online payment system.

**8.3.2** Payment of fees by a person or organisation other than the student does not constitute a contract for the provision of a programme between such person or organisation and the RCM.

**8.3.3** Where an instalment plan is set up to make payments from a credit/debit card (including American Express), the RCM will notify the student, or the third party making payment, of the dates on which instalment payments will be claimed and the amounts of the instalments.

**8.3.4** If payment is made by debit card, fees are paid in three equal instalments (start of the autumn, spring and summer terms). If payment is made by credit card, fees are paid in two equal instalments (start of the autumn and spring terms). PayPal is not available as method of payment for instalment plans. Instalment due dates will be confirmed on creation of an online instalment plan.

**8.3.5** If a credit card was used to set up the instalment plan, using a debit card to pay later instalments triggers no change in the plan.

**8.3.6** If the instalment plan was set up using a debit card and any of the later instalments are paid with a credit card, the total remaining balance will have to be paid. For example, if the initial plan was for three instalments paid by debit card and a credit card is used on the date of the second instalment, the amount due will be the value of the second and third instalments combined, after which no third instalment will be required.

**8.3.7** Where payment is made by credit card the RCM reserves the right to charge the student any costs it incurs in processing the payment.

### **8.4 Sponsored students and payments by third parties**

- 8.4.1 The student is required to provide appropriate evidence of and is personally liable for fees until such evidence of sponsorship is provided or a sponsor defaults on payment.
- 8.4.2 Payment of fees by a person or organisation other than the student does not constitute a contract for the provision of a programme between such person or organisation and the RCM.
- 8.4.3 In the event that an overpayment is made against the total annual tuition fee, the credit balance arising will be used to offset any debt or invoice on the student's account in due date order before any refund is made.

## 8.5 Scholarships, Studentships or Study Awards

- 8.5.1 Where the RCM has awarded a scholarship (or other funding such as a studentship or study award) the value of the scholarship shall normally be deducted from the tuition fee prior to invoicing.
- 8.5.2 Scholarships funding is apportioned equally over the three terms of the academic year. If a student discontinues studies, the scholarship is reduced accordingly on a pro-rata basis (an equal third for each term).
- 8.5.3 Home and EU students who have taken out a Tuition Fee Loan who hold scholarships have the option to receive their funding at the start of each term in equal thirds.
- 8.5.4 Home or EU students who have opted to have scholarships paid to them directly and who subsequently discontinue their studies will be required to refund any overpayment to the RCM.

## 8.6 U.S. Federal Loans

The College is a certified partner to accept funding and payment arrangements for students using the U.S. Federal Loans scheme. Students funded via this scheme will need to comply with the US Department of Education's legislation and/or regulations regarding the scheme. The RCM will accept and administer funds received in accordance with the requirements or rules governing fund distribution. In the absence of evidence of funding or in the event of either funds not being received through the scheme or where there remains a balance due after funding has been received, the student will be liable for payment and will be required to conform to the fee payment policy.

## 8.7 Student Loan Company (SLC) funded students

- 8.7.1 Home and EU BMus students are eligible to apply for a Tuition Fee Loan from the SLC up to the value of their tuition fees. There is also a Student Maintenance Loan scheme for Home BMus students which provides limited loans for living costs. Further information on these loans, including how to apply, is available from the UK government Student Finance webpages.
- 8.7.2 The SLC provides Tuition Fee Loan funding directly to the RCM in three instalments as shown below. The fee liability for Home or EU BMus Students who fund their studies through a Tuition Fee Loan matches the proportions in which the SLC pays the RCM. Such students who interrupt or leave the RCM will have their tuition fee liability reduced to match the level of SLC funding paid to the RCM. This means that the amount borrowed from the SLC may be reduced. The RCM will notify the SLC of any reduction to the tuition fee amount (provided one is due), in order that the loan or grant amount can be reduced to match.
  - Autumn term: 25% SLC Tuition Fee Loan payment to RCM
  - Spring term: 25% SLC Tuition Fee Loan payment to RCM
  - Summer term: 50% SLC Tuition Fee Loan payment to RCM
- 8.7.3 Home and EU BMus students applying for a Tuition Fee Loan must ensure they apply early to allow for processing by the SLC.

## **8.8 Failure to pay fees**

- 8.8.1** If the student or third party fails to make a payment on the due date, the RCM may charge a late payment fee of £50. If the student or third party further delays payment of fees, the RCM may require immediate payment of the total amount outstanding together with the late payment charge.
- 8.8.2** In the event of non-payment of tuition fees, the RCM will write to the student giving 14 days in which to pay. The student's access to RCM facilities (suspension of access to RCM buildings, Asimut room booking permissions, use of IT and library facilities) may be curtailed and they will be warned that their registration is at risk of suspension or termination. If the student does not pay within this 14-day window, their registration will be suspended or terminated. Students with tuition fee debt are not normally permitted to undertake any practical examinations.
- 8.8.3** No student with outstanding fees will be permitted to re-register for a subsequent year of study.
- 8.8.4** In the event of non-payment, the student's account will be passed to our external debt collection agency in accordance with the RCM's Debt Collection Policy. Any outstanding debts which the student has with the RCM will affect their ability to pay in instalments in the future, and may ultimately affect their personal credit rating if the debt is passed over to an external debt collection company. The student will also be liable to pay any legal costs and expenses incurred in collecting the debt. The student may be suspended while fees remain unpaid resulting in access to the RCM's resources and services being stopped.
- 8.8.5** Payments made by or on behalf of the student shall be applied to any outstanding debt with the RCM before being applied to subsequent tuition fees.

## **8.9 Refund of fees and compensation**

- 8.9.1** The student has the right to cancel this agreement in writing at any time with 14 days of acceptance of these terms and conditions. However, the student will forfeit the right cancel if the RCM provides any of the services during the 14-day period.
- 8.9.2** Students who interrupt their studies or leave the RCM are liable for tuition fees for terms commenced. Each term commenced corresponds to liability for a third of the annual tuition fee, with the exception of Home and EU Students who fund their studies through a Tuition Fee Loan from the SLC (see above). Students who interrupt or leave may be entitled to a refund or waiver for terms not yet started.
- 8.9.3** The effective date of discontinuation of studies will be as recorded by the Academic Registrar. This will determine the refund amount.
- 8.9.4** In the event of an overpayment, a refund will only be made when the student has no other outstanding debts to the College.
- 8.9.5** Students funding their studies through a US Federal Loan should refer to the following page for further information on the consequence of discontinuing studies with respect to their [US Loan: Return of Title IV Funds Policy](#)
- 8.9.6** Doctoral students who are in the writing-up phase of their studies will only be eligible for a refund of part of the writing-up fee in the event of their submitting during the year.
- 8.9.7** Tuition fee refunds will only be made to the original fee payer, unless written authority is received to make the refund to another individual or organisation.
- 8.9.8** The student or RCM may terminate this agreement immediately if the other party is in material breach of these terms and conditions which is not capable of remedy within 28 days of the other party's knowledge of the breach.

**8.9.9** The RCM may terminate this agreement immediately if the student is asked to leave due to unsatisfactory conduct or attainment or has treated the RCM or members of its staff or community unreasonably.

**8.9.10** Section 4.2 above details the applicable terms in the event that a programme is discontinued, including those relating to compensation and refunds.

#### **8.10 Other fees and payments**

Other fees can be paid online such as:

- Reassessment fee
- Deferred assessment
- String instrument loan fee

These fees must be paid in full as and when they fall due for payment. Part payment or payment by instalment is not permitted.

The payment methods available for these fees are set out in condition 8.2.5 above and 8.14 below.

#### **8.11 Currency conversion costs, bank charges, etc.**

All payments made online must be in £ Sterling. Any currency conversion costs or other charges incurred in making the payment or in processing a refund shall be borne by the student or the third party, and shall not be deductible from the amount due to the RCM.

#### **8.12 Security**

The College shall not be liable for any failure by the student or third party making payment of fees online, to protect data from being seen on their screen by other persons or otherwise obtained by such other persons.

#### **8.13 Data protection**

The RCM's policies on the collection, use and secure storage of data can be found [here](#).

#### **8.14 Ways to pay**

Details on the various ways in which you can pay your fees are available on our paying fees page. [Ways to pay](#)

[Back to contents page](#)

# STUDENT COMPLAINTS PROCEDURE

## Definition of a Student Complaint

1. A complaint is a means of registering dissatisfaction with the College about the delivery of any of its various services. A complaint should be distinguished from an appeal about an assessment or examination. Such appeals should be pursued under the separate procedure for appealing decisions of boards of examiners and not under this procedure.
2. A complaint may be made by a single student or collectively by a group of students. This procedure applies to both individual and collective complaints, but in the case of collective complaints the procedures will be applied with any necessary additions or modifications.
3. The definition of "student" in this procedure includes those who are not registered as students of the College, provided that the person can show that they had a relationship with the College under which they legitimately used the College services/facilities as a student or applicant and that the procedure is being invoked in respect of matters which occurred during the period in which that relationship existed. Where the person is not currently registered as a student, they should normally initiate a complaint through the formal procedure stage.

## Dealing with complaints

4. Where a complaint is being dealt with informally, the College would generally expect it to be resolved swiftly. However, complaints are likely to take longer to resolve if they involve complex issues or a number of people. The person dealing with a student's complaint should give the student an indication of the likely timescale. Where the complaint is being addressed through the formal complaints procedure, again it is preferable to reach resolution swiftly. The Academic Registrar will indicate the expected timescale, normally within 90 days, and will keep the student informed of any changes to that timescale, indicating the reasons. If the student objects to the timescale set by the Academic Registrar, they should indicate the reasons in writing to the Academic Registrar. The Academic Registrar will notify the student as soon as possible of the decision in relation to the objection.
5. The College aims to resolve complaints by following the procedures below, although these may be adapted if necessary to enable the fair and efficient resolution of a particular complaint. Overall, the College aims to resolve complaints with a minimum of formality but in a way which is reasonable in all the circumstances. A complaint will be considered to have been resolved when the student accepts any response and/or redress offered by the College in respect of the complaint and decides not to pursue the complaint further.
6. The standard of proof used in this procedure is the balance of probabilities.

## Informal resolution of a complaint

7. As with any problem, it is best for it to be resolved quickly with those directly involved. Therefore students should first, use the College's procedure for raising problems (set out in the table below, which is also included on the RCM website). A formal complaint will not normally be considered until the informal procedure has been used, unless the matter is particularly serious, for example, where it raises legal questions.

Who to contact if you have a problem or complaint:			
1:1 lessons	Classes	Ensemble activities	General programme matters
Step 1: your professor	Step 1: your lecturer	Step 1: your professor	Step 1: Registry Programmes

			Administrators
Step 2: Head of Faculty	Step 2: Your Area/Pathway leader	Step 2: Head of Faculty	Step 2: Head of Undergraduate or Postgraduate Programmes
	Step 3: Head of Undergraduate or Postgraduate Programmes	Step 3: Artistic Director	Step 3: Director of Programmes or, for doctoral programmes, the Director of Research

- If you have taken the above steps and the problem remains, you should contact the Academic Registrar to initiate the formal complaints procedure
- If you have a personal matter you wish to discuss, you may speak first to the Counsellor
- If your complaint is about the conduct of a member of staff, you should speak first to the Deputy Director. If your complaint is about the Deputy Director you should write to the Director
- If your complaint is about a general programme matter and involves several students, you may wish to take it first to the RCM Students' Union to request that they forward the complaint. In such circumstances, the RCM SU should discuss the matter first with the Deputy Director.

### Submitting a complaint through the formal complaints procedure

8. Where a complaint is not resolved through the informal process, the student should invoke this formal complaints procedure by submitting a written complaint to the Academic Registrar. As indicated above, a formal complaint will not normally be considered until the informal procedure has been used. The student should make any submission under this procedure within a reasonable period after determining that the informal procedure has been unsuccessful, although this provision should not discourage students from pursuing the informal procedure to its furthest point. At any stage after the formal process has commenced the student may choose to return to the informal procedure to resolve the matter.
9. The student must make clear in their written submission the relevant facts and matters which it is considered give cause for complaint, together with any relevant documentation, and should state the remedy they are seeking (although the latter information will not restrict the remedy which may be granted under the procedure, it will be helpful to those dealing with the complaint).
10. If it appears to the Academic Registrar that a complaint is vexatious and/or frivolous, the Academic Registrar will discuss it with the Deputy Director and together they will determine whether it should be rejected on that basis. Should a complaint be rejected on this basis no further action will be taken in respect of the complaint, the Academic Registrar will email the student to explain why the complaint has been rejected.
11. Other than where the complaint has been rejected as vexatious or frivolous, the Academic Registrar will conduct an initial investigation of the complaint. This is likely to include seeking further information and/or comments from the student, from others involved in the complaint, and where the complaint involves a professor, will include discussions with the Artistic Director and/or Head of Faculty. The Academic Registrar will endeavour to resolve the complaint. However, where this is not the case the Academic Registrar will discuss the complaint with the Deputy Director before reaching a conclusion. The Academic Registrar or the Deputy Director will write to the student to confirm the outcome of the investigation, set out any redress that is offered to the student in respect of the complaint and explain either why any redress offered is considered to be appropriate or why no redress has been offered.
12. Where applicable, feedback on the outcome of the complaint will be provided to any person(s) who is the subject of the complaint.
13. In certain circumstances, issues arising in the context of a complaint under this procedure may also be relevant to disciplinary action against a member of staff or an appeal under the student appeals

process. Where this is so, the College will continue to follow this complaints procedure unless in the opinion of the Academic Registrar there is a risk that continuing with the procedure will prejudice the application of one or more other College procedures. Where it is considered that there is such a risk, the consideration of the complaint under this procedure will be adjourned until the other procedures have been completed or the Academic Registrar considers that there is no longer a risk of prejudice to those procedures, at which point the Academic Registrar shall consider, following consultation with the student, whether the complaint remains outstanding and whether the complaints procedure should be completed.

14. Where a complaint involves the conduct of the Deputy Director, the case will be referred to the Director for action. Where a complaint involves the conduct of the Director, it will be referred to the Chairman of Council for action.

### **Appeals**

15. If the Academic Registrar is unable to resolve the matter, the student may appeal to the Council to ask for a further response to the complaint and/or alternative redress to any offered by the Academic Registrar or the Deputy Director. In order to lodge an appeal, the student must confirm the appeal in writing to the Deputy Director, as a member of Council, state the reasons why any redress offered was not acceptable and confirm what redress is sought from the appeal. A student who wishes to appeal must do so within 10 days of receipt of the decision under the first stage of the formal process.
16. Where an appeal has been lodged, the Deputy Director will ask the Chairman of Council to nominate two independent members of Council to determine the appeal. The Council members will receive the documentation relating to the complaint held by the Academic Registrar, including the student's original written submission of the complaint. Appeal is by way of a full reconsideration, save to the extent that the student indicates acceptance of any particular finding in the original decision. The Council members may, in addition, request meetings with the student and/or the staff involved in the matters giving rise to the complaint, and request further documentation from the College or the student. The student will be given reasonable notice of any such meeting, normally by email, and may be accompanied by a friend, who, for these purposes, may only be a fellow RCM student or an officer of the RCM Students' Union. The Council members will make a decision regarding the appeal, which may confirm any redress previously offered by the Academic Registrar or offer alternative redress. The Council members will give written reasons for their decision, normally by email. The decision of the Council members is the final internal stage in the complaints procedure.

### **Further consideration of a complaint**

17. If a student wishes to challenge the decision of the Council members, they may refer the complaint to the Office of the Independent Adjudicator (see [www.oiahe.org.uk](http://www.oiahe.org.uk) for more details). Details of these processes can be obtained from the Academic Registrar. The student may also wish to seek advice from the RCM Students' Union. This route is not available to applicants.

### **Recording complaints and confidentiality**

18. Statistical reports on both formal complaints resolved by the Academic Registrar and those appealed to Council members will be reported to the Senate and to the Council, annually.
19. The College is committed to ensuring that complainants will not suffer disadvantage by reason of bringing a complaint under this procedure or an appeal to Council members. However, where a student has concerns about the effect of making a complaint or bringing an appeal, or wishes to keep certain matters confidential, they should inform the person dealing with the complaint under the informal procedure or the Academic Registrar when submitting a formal complaint. The College will make every effort to preserve the anonymity of complainants who wish it. However, in some circumstances the College may not be able to act fairly with regard to the complaint and those



involved where the complainant remains anonymous. In those circumstances the College will inform the complainant of any intended disclosure and discuss whether steps can be taken to ensure the complainant is protected from any anticipated consequences. Where it appears from a complaint that the safety of the complainant or other persons may be seriously at risk, the College reserves the right to take any action necessary, although the College will notify the complainant of the action either in advance where this is possible or as soon as it is able to do so.

20. The College will endeavour to share with the student any documentation or information relevant to their complaint, to the extent that disclosure to the student is not in breach of the College's duties of confidentiality to any other person or adversely affects the interests of a third party. If the student considers any member of the College staff holds or is likely to hold information which is relevant to the complaint but has not been disclosed to him/her, the student should request disclosure from the person with whom they are dealing. Staff may seek guidance from the Academic Registrar on dealing with such requests.

[Back to contents page](#)

# STUDENT CODE OF CONDUCT AND DISCIPLINARY PROCEDURE

## Scope of the Code

1. This Code applies to all students admitted to (i.e. a prospective student holding an offer of a place to study at the RCM) or registered by the College for a course/programme of study, and to any officer of the RCM Students' Union. In this Code, all of these are referred to as 'students'.
2. Students must comply with:
  - the RCM Student Code and Procedures
  - any general or course-specific academic regulations made from time to time;
  - the regulations for use of the RCM Library and other learning resource facilities;
  - the Prince Consort Village Rules;
  - the Royal Charter and statutes of the College (available on the RCM website);
  - any other regulations or directions from the Council, the Senate, the Director or members of staff authorised by him or her; and
  - this Code.
3. Residents of Prince Consort Village are subject to the disciplinary procedures outlined in the 'Village Rules', administered by Prince Consort Village management. Residents should note that the RCM will be notified of infringement of Village Rules and may decide to take disciplinary action in accordance with this code and procedure, notwithstanding action taken by Prince Consort Village management.
4. Students are reminded that they are also subject to the general law of the land both on and off College premises.

## Conduct

5. The College is an academic community in which students and staff have the right to work, study and use facilities in an atmosphere of mutual respect, without undue interference. Students who are found to be guilty of misconduct will be subject to disciplinary measures. Misconduct generally is improperly interfering with the work of the College (including the rights of those who work or study in it) or engaging in action which lowers the reputation of the College. This procedure extends to alleged misconduct by a student occurring on or off College premises, including through communications such as email, text message or via social media. Examples of specific disciplinary offences for the purpose of this Code include:
  - 5.1. Failure to comply with any of the requirements listed in paragraph 2 of this Code;
  - 5.2. Any behaviour which brings the College into disrepute or which is calculated to or is likely to bring the College into disrepute;
  - 5.3. Acting in a manner which causes injury or a risk of injury to any person on or off College premises; assaulting anyone connected with the College; causing fear of violence on College premises or to anyone connected with the College; sexual misconduct, sexual, racial or other harassment or discrimination as described in the College's equality and diversity policy. Sexual misconduct is any unwelcome behaviour of a sexual nature that is committed without consent or by force, intimidation, coercion, or manipulation, and may be committed by a person of any gender, and it can occur between people of the same or different gender. For these purposes, a person consents if they agree by choice and has the freedom and capacity to make that choice (note that any person under the influence of alcohol or drunk is likely to be compromised in their capacity to consent). Harassment or discrimination is unwanted conduct that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment for them having regard to all the circumstances, including the perception of the victim. This includes, but is not limited to, conduct through communications such as email, text message or via social media;

- 5.4. Any behaviour which disrupts the work of the College, or those within it or invited into it, including disorderly conduct, disruption of teaching, learning, research or discussion, interference with administration of the College, and obstruction of any College employee in the course of their duties. This includes interference with any person exercising the rights of lawful freedom of speech, belief or assembly within College premises;
- 5.5. Any behaviour which encourages extremism, radicalisation or terrorism, which may be, but not limited to, religious or political in nature; including through use of social media, or illegal access of terrorist materials online. This relates to the RCM's Prevent duties under the Counter Terrorism and Security (CT&S) Act 2015.
- 5.6. Theft of, wilful or careless damage to, or unauthorised interference with College property or the property of any other person on College premises. Damage to property includes defacing or disfiguring the property with litter, paint or other pollutants. Unauthorised interference with property includes moving property;
- 5.7. Misuse of College equipment, including e-mail and Internet services;
- 5.8. Trespass on parts of College premises where students are not permitted access, or at times when students are not permitted access;
- 5.9. Forgery, falsification or misuse of College records, documents or communications, or deliberately making a false statement in connection with the College's activities;
- 5.10. Making excessive noise which could cause discomfort, inconvenience or annoyance to others. This includes playing instruments in areas not designated for such activity, or in restricted areas or restricted times;
- 5.11. Possession, use or supply of controlled drugs, other unlawful things or 'legal highs', or the misuse of substances such as solvents, gases etc.;
- 5.12. Refusing to give name and address, and produce an ID card or other way to prove identity, when reasonably asked to do so by College staff or representatives;
- 5.13. Refusing to withdraw from any room or facility being adversely affected by the student's conduct, when reasonably asked to do so by College staff or representatives;
- 5.14. Smoking on College premises;
- 5.15. Any behaviour at Prince Consort Village that may be regarded by the RCM as misconduct in the context of this code.
- 5.16. Conviction for a criminal offence relevant to any matter covered by this Code;
- 5.17. Failure to comply with any requirement or punishment imposed under this Code.

### **General Provisions**

6. Unless stated otherwise, where this Code refers to any particular officer of the College taking action, that officer may act through an authorised deputy nominated by the Director or the Deputy Director. Members of the Directorate are standing authorised deputies for the Director or Deputy Director. In the case of discipline at Prince Consort Village, the person who deals with disciplinary matters shall be the authorised manager, who will always report any disciplinary action to the Deputy Director and to the Academic Registrar.

7. The RCM will attempt to resolve the matter swiftly, normally within 90 days, unless circumstances are complex. Where a complaint cannot be resolved within this time, the Academic Registrar will indicate reasons.
8. Although this Code says that a student may make representations, among other rights, no proceedings under this Code will be invalidated because the student fails to take advantage of such rights. Where a student is unable to take advantage of such rights for a cause outside the student's control, for example illness, it is the student's responsibility to prove this to the satisfaction of the College. In such circumstances, the College will make reasonable efforts to accommodate the student's difficulty.
9. Where a student is entitled to notification of any matter under this Code it will be sufficient for the College to show that a notification was emailed to the student's RCM email account.
10. This internal disciplinary process is a civil matter, based upon an allegation that a student has breached the College's regulations, code of conduct or terms and conditions. Any allegation must be proven on the balance of probabilities and the most serious sanction that can be applied is permanent expulsion from the College. Where one student has made an allegation against another student, the College will treat both students fairly and not make any presumptions about either of them.
11. In the event that a matter is being dealt with under a criminal process (i.e. it has been referred to the Police), the criminal process will normally take priority. The College will not duplicate that process and no other process will normally operate at the same time, save for taking any necessary precautionary action. This internal disciplinary process will normally be suspended until the criminal process is at an end.
11. If the matter is not in the process of being dealt with under the criminal process or where the criminal process has concluded, then the College will consider whether a breach of discipline appears to have occurred and, if so, refer the matter for consideration under this disciplinary procedure. The complainant should be aware that this process will deal with such a case as a potential breach of discipline and not as a criminal offence, and as such, no criminal offence may be referred to in defining unacceptable behaviour. The complainant should also be prepared for the types of findings and potential outcomes that can be imposed (see appendix 1).
12. A student's acquittal in relation to a criminal offence does not preclude the College from taking disciplinary action, provided there is sufficient evidence that behaviour constituting a breach of discipline under this code occurred.
13. Any person involved at any stage of these procedures may refer a matter to the police instead of or in addition to taking action under these procedures, where that is appropriate. However, the College will usually allow the complainant to decide whether or not to report the matter to the police and will usually comply with that decision unless, in exceptional circumstances, it considers that disclosure is necessary to protect the complainant or others from harm or to prevent a further crime taking place.
14. Due to possible limitations of any internal investigation, the College may find there is insufficient evidence to establish, on the balance of probabilities, that the alleged misconduct occurred. However, there may be sufficient evidence to establish that another type of misconduct occurred and may impose a sanction for that breach of discipline instead.
15. Where applicable, feedback on the outcome of this procedure will be provided to the person(s) making the allegation.

## Reporting a disciplinary offence

16. Alleged misconduct should be reported to the Academic Registrar. Where there is a complainant they may be asked to submit a written report. If the misconduct is a criminal matter, the complainant will be advised of the options available, for example, making a report to the police.
17. The College will make every effort to preserve the anonymity of complainants who wish it. However, in some circumstances the extent to which the College may be able to act may be limited where the complainant remains anonymous. In those circumstances the College will inform the complainant of any intended disclosure and discuss whether steps can be taken to ensure the complainant is protected from any anticipated consequences. Where it appears from a complaint that the safety of the complainant or other persons may be seriously at risk, the College reserves the right to take any action necessary, although the College will notify the complainant of the action either in advance where this is possible or as soon as it is able to do so.

## Initial Investigation

18. The Academic Registrar may investigate the allegations further, if necessary, as part of the preparation of a case. This may include contacting or meeting the student accused of misconduct. In cases of misconduct at Prince Consort Village, any initial investigation will usually be conducted by Prince Consort Village management.
19. The Academic Registrar will forward a report of the conduct to the Deputy Director. The report may simply comprise the complaint submitted to him or her by email or other means. The Deputy Director, with the agreement of a second member of the RCM Directorate, will then decide to:
  - dismiss the matter;
  - refer the matter to be handled via the disciplinary procedure of Prince Consort Village;
  - deal with the matter summarily;
  - refer the matter to the Student Disciplinary Committee; and/or
  - refer the matter to the police.

## Precautionary measures including suspension

21. Where the Deputy Director or another Directorate member considers it necessary to do so, as a precautionary measure only, they may suspend the accused student or place conditions and/or restrictions upon them, such as requiring them not to make contact with or seek out the complainant or others connected with the alleged offence, or withdraw from taking part in particular events or activities. Such measures are not a penalty or sanction and do not indicate that the College has concluded that the accused student has committed a breach of discipline. The purpose of precautionary measures is to ensure that a full and proper investigation can be carried out and to protect the complainant or others whilst the allegation is being dealt with. A student who is suspended has their registration for studies suspended, and is not allowed access to College buildings, except as may be specified in writing. Where necessary to do so, the Deputy Director or other Directorate member may direct that a restriction on access involved in a suspension may include Prince Consort Village, requiring a student to vacate the residence. Any decision to suspend a student would only be taken where, in the opinion of the Deputy Director or other Directorate member, the risk level is considered to be high and there are no alternative measures that could be put in place to mitigate that risk. The period of suspension will be specified and will be subject to review.
22. The accused student may appeal this decision or request a review at any stage, including if there is a material change in the circumstances of the case, in writing to the Director.
23. The Academic Registrar will inform the student of the action to be taken, normally by email. This will include the allegations and the reasons why, if proven, these would constitute misconduct. The student will also be provided with the account of the allegations provided by a complainant, if there is one.

## Summary Procedure

24. Where the Deputy Director (or any other Directorate member handling the case) decides to deal with a matter summarily, before determining whether or not the student has committed the alleged misconduct, they shall give the student an opportunity to make representations. Representations may be in writing, or by way of a meeting, at the discretion of the Deputy Director. Such a meeting will normally take place between the student and the Deputy Director (Chair) and relevant Head of Faculty or Head of Programme (or their nominee), with the Academic Registrar in attendance. The student may be accompanied by a friend, who, in the context of this summary procedure, may only be a fellow RCM student or officer of the RCM Students' Union. The friend's role shall be to offer support to the student and to help the student make representations, but the friend shall not address the Deputy Director unless invited to do so. The Deputy Director will allow the student an opportunity to make representations in mitigation when determining a penalty. With the exception of recordings presented as evidence, no recordings of any meetings or hearings forming part of this procedure are permitted.
25. Where the Deputy Director (or any other Directorate member) and Head of Faculty or Programme (or nominee) finds that misconduct has occurred, they may impose one or more of the following penalties:
- give the student a warning, with or without conditions;
  - require the student to present a written apology;
  - require the student to repay the cost of any damage or loss of property;
  - require the student to pay a fine;
  - require the student to participate in workshops/coaching/counselling;
  - require the student to undertake community service at Prince Consort Village or Prince Consort Road or elsewhere;
  - impose a restriction and/or condition(s) on access to College buildings, facilities, events and/or activities;
  - request that the student vacates Prince Consort Village;
  - refer the matter to the police.
- See also Appendix 1 at the end of this section.
26. The student will be informed promptly of the decision, the reasons for it and any penalty imposed, normally by email to the student's RCM email account.

## Student Disciplinary Committee

27. Where the Deputy Director decides to refer a matter to the Student Disciplinary Committee the Academic Registrar will arrange a meeting of the Committee. Correspondence with the Committee and with the student will usually be by email, in the latter case using the student's RCM email account.
28. The Student Disciplinary Committee will comprise:
- Deputy Director or another member of the Directorate, nominated by the Deputy Director;
  - a senior member of College staff, nominated by the Deputy Director;
  - President of the RCM Students' Union or nominated student representative, e.g. in the event of conflict of interest.
- The secretary to the Committee will be the Academic Registrar or a member of staff nominated by him or her. At least two members must be present for meetings to be quorate.
29. All documentation circulated to the Student Disciplinary Committee is made available to the student and those making the allegation.



30. The student has the right to appear in person before the Student Disciplinary Committee and will be given at least five working days' notice of the meeting (unless the student waives this right). The proceedings of the Committee shall not be invalidated by the absence of the student. The student may be accompanied by a friend. For the purpose of the procedure as it relates to the Student Disciplinary Committee, a 'friend' may only be a fellow RCM student or officer of the RCM Students' Union.
31. Those making the allegation have the right to appear before the Student Disciplinary Committee. Where the person making the allegation is an RCM student, they may be accompanied by a friend, who, for these purposes, may only be a fellow RCM student or a representative of the RCM Students' Union.
32. Both the student and those making the allegation may ask questions of each other, via the Committee's Chair. No fresh papers may be tabled at the meeting by either party, other than via the secretary and with the explicit agreement of both sides prior to the Committee's meeting.
33. With the exception of recordings presented as evidence, no recordings of any meetings or hearings forming part of this procedure are permitted.

### **Decisions of the Student Disciplinary Committee**

34. The Student Disciplinary Committee will aim to reach its decision by consensus. If necessary, the panel shall make its decision by a simple majority of its members present. If there is not a majority in favour of the decision, the Chair will have a casting vote
35. Where possible the decision of the Committee will be reported orally to the student at the end of the meeting. The student shall be informed of the outcome in writing, normally by email to their RCM email account, whether or not the allegation has been found to be true. Those making the allegation will also be informed of the outcome.
36. The Student Disciplinary Committee shall determine whether misconduct has occurred. Where the Committee finds that misconduct has been proved it may impose one or more of the following penalties:
  - give the student a warning, with or without conditions;
  - require the student to present a written apology;
  - require the student to repay the cost of any damage or loss of property;
  - require the student to pay a fine;
  - require the student to participate in workshops/coaching/counselling;
  - require the student to undertake community service at Prince Consort Village or Prince Consort Road or elsewhere;
  - impose a restriction and/or condition(s) on access to College buildings, facilities, events and/or activities;
  - request that the student vacates Prince Consort Village;
  - suspend the student from studies for a period up to one year (a student who is suspended has their studies suspended, and is not allowed access to College buildings);
  - expel the student from the College.

In addition, the Committee may refer the matter to the police.

See also Appendix 1 at the end of this section.



## Appeals

37. A student may appeal a decision made under the summary procedure or of the Student Disciplinary Committee. A written request for an appeal must be received by the Academic Registrar within ten working days of the College providing notification to the student of the decision to be appealed against. It is the responsibility of the student to ensure that the Academic Registrar receives such a request in time.
38. When an appeal is sought, any penalty previously determined will not be imposed until the appeal has been concluded. The Deputy Director may, however, impose a suspension as described above, which will remain in force until the appeal process has concluded.
39. In the case of an appeal from a summary decision by the Deputy Director the Appeal Body is the Student Disciplinary Committee. The student should specify grounds and the outcome of the appeal that is sought, although any grounds will be accepted for an appeal to be heard. In constituting a Committee in these circumstances, the Deputy Director will nominate another member of the Directorate to chair it and will not, themselves be a member of the Committee if they decided the summary hearing. The rights of representation set out above will be followed. The process may not usually involve a full rehearing, and may be confined to the appeal grounds stated by the student and consideration of the outcome the student is seeking. In doing so the Committee will consider whether the procedure was properly followed and whether the penalty was within the range of reasonable penalties for the offence.
40. A student may appeal against the decision of the Student Disciplinary Committee, if there are valid grounds. Valid grounds for an appeal are:
  - new evidence has become available which could not reasonably have been brought to the attention of the Deputy Director or the Student Disciplinary Committee; and/or
  - procedural irregularity; and/or
  - the decision/penalty of the Student Disciplinary Committee was manifestly unreasonable.
41. Where new evidence becomes available, the student must present this evidence as part of their written appeal submission (for example, accompanying their written submission with photographic or video evidence) and explain why this was not presented to the original committee. The Deputy Director or the Student Disciplinary Committee will first have the opportunity to consider the new evidence and decide, by consensus, whether the evidence leads the committee to decide on a different outcome. This consideration may take place through correspondence or by way of a meeting of the original committee. No further hearing will normally be convened. If the Student Disciplinary Committee decides that the new evidence does not change the outcome, the matter will be referred as follows.
42. The appeal will be considered by two independent members of Council not involved in any previous hearing, appointed by the Chairman of the Council. The appeal will be administered by the Clerk to Council.
43. The independent members of Council appointed may consider the appeal by correspondence as a review of the papers for the case. The provisions of this Code that apply to proceedings of the Student Disciplinary Committee also apply, as far as possible, to proceedings of the Appeals Student Disciplinary Committee.
44. The independent members of Council appointed will determine whether the grounds claimed are valid and whether the grounds require a meeting with any of the parties concerned, including the original Student Disciplinary Committee, or whether the appeal should be limited to a consideration of the new evidence or of the procedural grounds claimed. The independent members of Council may reach their own determination of the matter by agreement and are not bound by any earlier conclusion of the Student Disciplinary Committee. They may impose a greater or lesser penalty than that originally imposed where new facts not known to the original body justify this.
45. With the exception of recordings as evidence, no recordings of any meetings or hearings forming

part of this procedure are permitted.

46. The student shall be informed of the outcome in writing, normally by email to their RCM email account, whether or not the allegation has been found to be true. Those making the allegation will also be informed of the outcome.
47. A student may appeal a decision following an appeal by referring it to the Office of the Independent Adjudicator (see [www.oiahe.org.uk](http://www.oiahe.org.uk) for more details). Details of these processes can be also obtained from the Academic Registrar. The student may also wish to seek advice from the RCM Students' Union. However, any penalty imposed by an Appeal Body will not be suspended until the Independent Adjudicator has determined the case.

[Back to contents page](#)

## APPENDIX 1

The table below provides examples of conduct that would be defined as unacceptable and, following action having been taken in accordance with the disciplinary procedure, may lead to sanctions as described. The examples are not exhaustive and the College may bring action in relation to other unacceptable behaviour. Similarly, the sanctions are illustrative only. Multiple or repeated incidents of misconduct may be regarded as more serious, which may be taken into account in the determination of sanctions. The level of seriousness will also be taken into account in the determination of sanctions, for example, in the instance of kissing without consent, the act of forcefully kissing someone on the lips would be regarded as more serious than lightly kissing someone on the back of the hand.

People		
Disciplinary offences	Examples of unacceptable behaviour	Examples of sanctions
Physical misconduct	<ul style="list-style-type: none"> <li>• Punching</li> <li>• Kicking</li> <li>• Slapping</li> <li>• Pulling hair</li> <li>• Biting</li> <li>• Pushing</li> <li>• Shoving</li> </ul>	<ul style="list-style-type: none"> <li>• Expulsion</li> <li>• Suspension/Exclusion</li> <li>• Restrictions/Conditions</li> <li>• Formal Warning</li> <li>• Compulsory attendance at a workshop/coaching session</li> <li>• Written Apology</li> </ul>
Sexual misconduct	<ul style="list-style-type: none"> <li>• Sexual intercourse or engaging in a sexual act without consent</li> <li>• Attempting to engage in sexual intercourse or engaging in a sexual act without consent</li> <li>• Sharing private sexual materials of another person without consent</li> <li>• Kissing without consent</li> <li>• Touching inappropriately through clothes without consent</li> <li>• Inappropriately showing sexual organs to another person</li> <li>• Repeatedly following another person without good reason</li> <li>• Making unwanted remarks of a sexual nature</li> </ul>	<ul style="list-style-type: none"> <li>• Expulsion</li> <li>• Suspension/Exclusion</li> <li>• Restrictions/Conditions</li> <li>• Formal Warning</li> <li>• Compulsory attendance at a workshop/coaching session</li> <li>• Written Apology</li> </ul>
Abusive behaviour	<ul style="list-style-type: none"> <li>• Threats to hurt another person</li> <li>• Abusive comments relating to an individual's sex, sexual orientation, religion or belief, race, pregnancy/maternity, marriage/civil partnership, gender reassignment, disability or age</li> <li>• Acting in an intimidating and hostile manner</li> </ul>	<ul style="list-style-type: none"> <li>• Expulsion</li> <li>• Suspension/Exclusion</li> <li>• Restrictions/Conditions</li> </ul>
	<ul style="list-style-type: none"> <li>• Use of inappropriate language</li> <li>• Repeatedly contacting another person (by phone, email, text or on social networking sites) against the wishes of the other person</li> </ul>	<ul style="list-style-type: none"> <li>• Formal Warning</li> <li>• Compulsory attendance at a workshop/coaching session</li> </ul>

## Property

### Disciplinary offences

### Examples of unacceptable behaviour

### Examples of sanctions

Damage to property	<ul style="list-style-type: none"> <li>• Causing significant damage to College property or the property of students or staff of the College or visitors to the College</li> </ul>	<ul style="list-style-type: none"> <li>• Expulsion</li> <li>• Suspension/Exclusion</li> <li>• Restrictions/Conditions</li> <li>• Requirement to make good the damage caused at their expense</li> </ul>
	<ul style="list-style-type: none"> <li>• Causing minor damage to College property or the property of students or employees of the College or visitors to the College</li> </ul>	<ul style="list-style-type: none"> <li>• Formal Warning</li> <li>• Compulsory attendance at a workshop/coaching session</li> <li>• Written Apology</li> </ul>
Unauthorised taking or use of property	<ul style="list-style-type: none"> <li>• Taking property belonging to another without permission</li> </ul>	<ul style="list-style-type: none"> <li>• Expulsion</li> <li>• Suspension/Exclusion</li> <li>• Restrictions/Conditions</li> </ul>
	<ul style="list-style-type: none"> <li>• Unauthorised entry onto or unauthorised use of College premises</li> <li>• Misuse of College property (for example computers and technical equipment)</li> </ul>	<ul style="list-style-type: none"> <li>• Formal Warning</li> <li>• Compulsory attendance at a workshop/coaching session</li> <li>• Written Apology</li> <li>• </li> </ul>
Causing a health or safety concern	<ul style="list-style-type: none"> <li>• Act/omission that did cause or could have caused serious harm on College premises or during College activities (for example, disabling fire extinguishers or possessing/supplying controlled drugs)</li> </ul>	<ul style="list-style-type: none"> <li>• Expulsion</li> <li>• Suspension/Exclusion</li> <li>• Restrictions/Conditions</li> </ul>
	<ul style="list-style-type: none"> <li>• Act/omission that did cause or could have caused a health and safety concern on College premises (for example, smoking cigarettes in non-designated areas)</li> </ul>	<ul style="list-style-type: none"> <li>• Formal Warning</li> <li>• Compulsory attendance at a workshop/coaching session</li> <li>• Written Apology</li> </ul>

# College

## Disciplinary offences

## Examples of unacceptable behaviour

## Examples of sanctions

Operational obstruction	<ul style="list-style-type: none"> <li>• Acts/omissions/statements intended to deceive the College</li> <li>• Disruption of the activities of the College (including academic, administrative and social) on College premises or elsewhere</li> <li>• Disruption of the functions, duties or activities of any student or employee of the college or any visitor to the college</li> </ul>	<ul style="list-style-type: none"> <li>• Expulsion</li> <li>• Suspension/Exclusion</li> <li>• Restrictions/Conditions</li> </ul>
	<ul style="list-style-type: none"> <li>• Improper interference with the activities of the College (including academic, administrative, sporting and social) on College premises or elsewhere</li> <li>• Improper interference with the functions, duties or activities of any student or employee of the College or any authorised visitor to the College</li> </ul>	<ul style="list-style-type: none"> <li>• Formal Warning</li> <li>• Compulsory attendance at a workshop/coaching session</li> <li>• Written Apology</li> </ul>
Reputational damage	<ul style="list-style-type: none"> <li>• Behaviour which has caused serious damage or could have caused serious damage to the reputation of the College</li> </ul>	<ul style="list-style-type: none"> <li>• Expulsion</li> <li>• Suspension/Exclusion</li> <li>• Restrictions/Conditions</li> </ul>
	<ul style="list-style-type: none"> <li>• Behaviour which has damaged or could have damaged the reputation of the College</li> </ul>	<ul style="list-style-type: none"> <li>• Formal Warning</li> <li>• Compulsory attendance at a workshop/coaching session</li> <li>• Written Apology</li> </ul>

[Back to contents page](#)

# PROCEDURE FOR ACADEMIC APPEAL

## Using this procedure

1. This procedure should be used by students who wish to challenge a decision of the Board of Examiners (or in the case of Research studies, the Research Degrees Committee) or the provisional result of an examination or assessment. This procedure is used in respect of a range of academic outcomes or decisions including challenges to individual examination or assessment marks/results or challenges to Board of Examiners decisions such as the award of a qualification, degree classification, progression, reassessment, repeat study etc.
2. An appeal should be distinguished from a complaint regarding the delivery of any of the College's services, which should be pursued under the separate complaints procedure. Where a number of students wish to challenge decisions on the same or a similar basis, they may issue an appeal collectively. This procedure applies to both individual and collective appeals, but in the case of collective appeals the procedures will be applied subject to any necessary additions or modifications.
3. The definition of "student" in this procedure includes those who are not registered as students of the College, provided that the person can show that they had a relationship with the College under which they legitimately used the College services/facilities as a student and that the procedure is being invoked in respect of matters which occurred during the period in which that relationship existed.
4. The standard of proof used in this procedure is the balance of probabilities.

## Submitting an appeal and grounds for appeal

5. Students who wish to appeal an academic decision must do so in writing to the Academic Registrar within 10 working days of the issue of the results. There are two grounds on which an appeal may be considered:
  - (i) personal mitigating circumstances, such as illness or other factors, of which the Board of Examiners was not already aware. The student must be able to explain why these could not have been made available to the Board of Examiners in advance of its meeting;
  - (ii) a procedural irregularity in the conduct of the examinations or unreasonableness in the arrangements for the examination or assessment.

Appeals may not be heard on grounds of the academic or musical judgments of the examiners.

6. Appeals will be subject to an initial review by the Academic Registrar. During this process, the Academic Registrar may confer with the Deputy Director, the Head of Programmes and/or with the Chair of the Board of Examiners, as appropriate. The Academic Registrar will reach a decision about whether the appeal meets either of the admissible criteria.
  - If it is not admissible, the appeal will be dismissed by the Academic Registrar.
  - If the appeal meets either of the admissible criteria, an administrative review will determine whether the case is so clear cut as to warrant a decision in favour of the student without need of an appeal hearing. If so, an appropriate remedy will be offered to the student immediately.
  - In the case of an appeal on the grounds of mitigating circumstances, the Mitigating Circumstances Committee will be asked to consider the case. If the Mitigating Circumstances Committee accept the circumstances, an appropriate remedy will be offered to the student immediately.
  - If the student does not accept this remedy, an appeal panel hearing will be held. If the appeal is admissible and is not clear cut, then the Academic Registrar will organise an appeal panel hearing.

## The Appeals Panel

7. Appeals which require a hearing will be considered by a panel constituted as below.
- Member of Senate (Chair);
  - Member of staff;
  - President of the RCM Students' Union or nominated student representative, e.g. in the event of conflict of interest.

Members of the standing appeals panel are nominated by the Chair of Senate and are appointed for a period of three academic years by Senate. In the absence of either standing staff member, the Chair of Senate may nominate an alternate. No member of an appeals panel may be a member of an RCM Board of Examiners. If the appeal concerns an examination assessed by an examination panel, then no member of that panel shall be a member of the appeal hearing panel. At least two members must be present for meetings to be quorate.

The Academic Registrar or a member of staff nominated by him/her will be secretary to the panel.

8. A student who submits a request for an appeal has the right to appear in person before the panel and will be given at least five working days' notice of the hearing (unless the student waives this right). The proceedings of the panel shall not be invalidated by the absence of the student. The student may be accompanied by a friend, who, for these purposes, may only be a fellow RCM student or a representative of the RCM Students' Union.
9. On receipt of an appeal, the Academic Registrar will ask the Chair of the Board of Examiners or of the Examination Panel, as appropriate, for any comments or documentation relevant to the appeal. This and all documentation made available to the panel will be disclosed to the student.
10. The Chair of the Examination Panel, Module Leader or Chair of the Board of Examiners has the right to appear before the panel.
11. Both the student and the Chair of the Examination Panel involved may ask questions of each other, via the Chair of the Appeal Panel. No fresh papers may be tabled at the hearing by either party, other than via the secretary and with the explicit agreement of both sides prior to the hearing.
12. With the exception of recordings presented as evidence, no recordings of any meetings or hearings forming part of this procedure are permitted.

## The decision of the Appeals Panel

13. The panel, having considered the appeal, may:
- (i) refer the matter to the Board of Examiners with an instruction to reconsider its decision in light of the panel's findings; or
  - (ii) annul the original decision and offer the student an opportunity for the assessment to be retaken as if for the first time; or
  - (iii) dismiss the appeal.
14. The decision of the Panel will be reached by consensus if possible, but if necessary, the panel shall make its decision by a simple majority of its members present. If there is not a majority in favour of the decision, the Chair will have a casting vote. Where possible the decision will be reported orally to the student at the end of the hearing. The student shall be informed by email of the outcome of the hearing and the reasons for the decision..
15. It should be noted that where programme level external examiners have been involved in arriving at a decision about a particular student, this decision cannot be changed without the external examiners' agreement, and no subsequent decision can be made by the Board of Examiners without

- their agreement.
16. Where an Appeals Panel has referred an appeal to the Board of Examiners for its reconsideration and yet it appears to the secretary to the Appeals Panel that the Board of Examiners may not have acted in accordance with the decision of the Appeals Panel, the secretary to the Appeals Panel shall refer the case to the Chair of the Appeals Panel. If the Chair of the Appeals Panel believes that the Board of Examiners has not taken adequate account of its decision, they will refer the matter to the Senate as a whole to take such action as it deems appropriate in place of the decision of the Board of Examiners.
  17. The Senate will receive regular annual reports to monitor appeals.

#### **Further consideration of an appeal**

18. An Appeals Panel is the College's final appeal body on academic grounds. It has the power to make a decision on behalf of the Senate.
19. If a student wishes to challenge the decision of the Appeals Panel, they may refer the appeal to the Office of the Independent Adjudicator (see [www.oiahe.org.uk](http://www.oiahe.org.uk) for more details). Details of these processes can also be obtained from the Academic Registrar. The student may also wish to seek advice from the RCM Students' Union.

[Back to contents page](#)



# PROCEDURE CONCERNING CHEATING, PLAGIARISM AND COLLUSION

## Using this procedure and definitions of cheating

1. For the purposes of these regulations, plagiarism and collusion are considered to be forms of cheating and for simplicity are referred to as 'cheating' elsewhere in these regulations.
2. Plagiarism means to submit work for assessment that copies or paraphrases the work or words of another person without proper acknowledgement, for example by full reference in a footnote and the use of quotation marks in the main body of the text.
3. Collusion is to act in collaboration or collusion with another person on work to be assessed in circumstances where this is not part of an approved joint or collective project.
4. Cheating is to copy or to assist in copying another student's work, or to use notes or books or other aids in an examination in circumstances where this has not been explicitly authorised. Submission of the same work, in full or in part, for more than one assignment; and deception or falsification of any element of assessment, for example, falsely claiming involvement in an external placement or performance, are also regarded as cheating.
5. The College may, from time to time, issue guidance to students concerning these definitions, usually through syllabuses or programme handbooks, which will be binding on students.
6. The definition of "student" in this procedure also includes those who are not registered as students of the College.
7. The standard of proof used in this procedure is the balance of probabilities.

## Making an allegation of cheating

8. Allegations of cheating must be referred in writing to the Academic Registrar. The Academic Registrar may nominate another member of the Registry staff to take forward such allegations in accordance with this procedure. Having received an allegation, the Academic Registrar or nominee shall inform the Chair of the Board of Examiners, the Head of Programme and the student(s) concerned. When an allegation of cheating has been made against a student, the Board of Examiners shall not consider that student's results until the case has been resolved.

## Summary process

9. If this is the first allegation of cheating involving the student, the case will normally be dealt with on a summary basis. The Academic Registrar or nominee will refer the case to the relevant Head of Programmes (or Assistant) who will make a judgement about whether cheating has taken place. The Head of Programmes may:
  - dismiss the case and take no further action other than to ensure the piece of work is marked, if they do not believe that the case has been made;
  - refer the case to a hearing panel;
  - take summary action, as below.
10. If the Head of Programmes believes that the case is made, a summary penalty will be applied:
  - a) the relevant piece of work will be assigned a mark of zero;
  - b) the student will be required to undertake a fresh assignment by a given deadline;
  - c) if the fresh assignment is of a passing standard it will only be awarded the bare minimum pass mark; in the event of a failure, the failed mark will be recorded;
  - d) the module as a whole will not be capped.

This penalty will be approved by the Chair of the Board of Examiners.

The Head of Programmes or their nominee will meet with the student to communicate the decision and to ensure that the student understands the cheating that has been found. The meeting with the student will take place as soon as possible after the case has been referred by the Academic Registrar.

11. If the student is dissatisfied with the summary judgement, they may appeal the decision by emailing the Academic Registrar within 10 working days of decision. The case will then be referred to a hearing, as set out below.

### Hearing Panel

12. A Hearing Panel will be convened by the Academic Registrar or nominee, in the following cases of cheating:
  - A second instance of an allegation of cheating
  - A case referred for a hearing by a Head of Programmes
  - A case of collusion
  - An appeal by a student against a summary judgement (see point 11).
13. The Hearing Panel reports to the Senate. The Academic Registrar or another member of Registry staff will be secretary to the panel. The Chair and at least one other member must be present for meetings to be quorate. All individual members of the hearing panel have an equal vote. The hearing panel will comprise:
  - The Director or their nominee (Chair)
  - Head of Programmes or Area Leader
  - another professor

In the case of an appeal, none of the members of the hearing panel may have been involved in the summary process.
14. The student has the right to appear in person before the hearing panel and will be given at least five working days' notice of the hearing (unless the student waives this right) by email. The proceedings of the hearing panel shall not be invalidated by the absence of the student. The student may be accompanied by a friend, who, for the purposes of this procedure, may only be a fellow RCM student or a representative of the RCM Students' Union.
15. The examiners or other persons making the allegation will have the right to appear before the hearing panel.
16. Both the student and those making the allegation may ask questions of each other, via the hearing panel's Chair. No fresh papers may be tabled at the hearing by either party, other than via the secretary and with the explicit agreement of both sides prior to the hearing.
17. No recordings of any meetings or hearings are permitted.

### Decisions of the Hearing Panel

18. The hearing panel shall determine whether cheating has occurred. It shall make its decision by a simple majority of its members present. In the case of an equality of votes the Chair will have a casting vote.
19. Where it believes it appropriate to do so, the hearing panel may determine an immediate penalty. The hearing panel shall make its decision by a simple majority of its members present. The Chair of the Board of Examiners must approve the penalty either at the hearing panel or, if not present,

subsequently. If there is not a majority in favour of the penalty, the case will be referred to the Board of Examiners to determine a penalty. Where a penalty is decided by the Board of Examiners, the Board must determine the penalty in light of the Panel's findings as to what actually occurred, and give reasons for its decision.

20. Where possible, the decision of the hearing panel will be reported orally to the student at the end of the hearing. The student shall, in any case, be informed by email of the outcome of the hearing and the reasons for the decision, whether or not the allegation has been found to be true. Where the allegation has been found to be true, the Board of Examiners will be informed.

#### **Range of penalties which may be imposed by the Hearing Panel or by a Board of Examiners**

21. The following penalties are available to the Hearing Panel or a Board of Examiners. The extent of the penalty will be determined on the basis of the seriousness and extent of the case. Any combination of the following penalties is permitted:
- complete failure of the programme
  - a reduction in the overall degree/diploma classification
  - a lower mark or failure of the module involved
  - a requirement to be reassessed in the relevant module/assessment, with or without a cap on the final mark of the individual assessment or the module as a whole, with or without charge
  - a warning, which will be noted on the student's record.

#### **Dealing with failure in reassessment**

22. If a student fails a reassessment task imposed as a penalty, the Board of Examiners will treat it as a failed reassessment and consider progression and achievement issues in this light.

#### **Scholars**

23. Where a scholar has been found to have cheated, the Director will automatically be informed by the Academic Registrar or nominee. Scholars are expected to set an example in the way they conduct themselves. The Director may decide to remove or suspend a scholarship in cases where cheating is proven.

#### **Appeals against a decision of a Hearing Panel**

24. If the student is dissatisfied with the decision of the Hearing Panel, they may appeal the decision by emailing the Academic Registrar within 10 working days of decision. The case will then be referred to the Procedure for Academic Appeal and will be subject to meeting the admissible grounds laid out in that procedure.

[Back to contents page](#)

## POLICY ON STUDENTS OF CONCERN – HEALTH & WELLBEING

*Students are encouraged to take responsibility for their physical and mental wellbeing, and to pursue their studies in a community which promotes equality and mutual respect. However, there may be occasions when a student exhibits behaviours or actions which give cause for concern about their health or wellbeing, and interventions by the RCM will need to be made in the interest of the safety and wellbeing of the individual and the wider college community and society as a whole.*

1. Where a member of the College is concerned about the health and wellbeing of a student, the Student Services Manager will convene a Working Group on Student Health & Wellbeing for a case conference to consider the individual case. The Group comprises the Deputy Director or Director of Programmes (as Chair), Student Services Manager, relevant Head of Faculty and/or Head of Programme. The Group may call upon any of the following in an advisory capacity: RCM Counsellor, Academic Registrar, Personal Advisor or Principal Study Professor. Members of the Working Group may be called for case conferences at short notice and not all members will need to be available for a decision or recommendation to be formed. In dealing with students, the Working Group will consider the individual circumstances presented and form its views taking these into account.
2. The working group will generally consider the following range of actions:
  - pursue no further action;
  - communication with the student's nominated emergency contact;
  - advise the student to seek professional help voluntarily, whether from an RCM Counsellor, from Imperial College Health Centre or another agency;
  - require the student to be assessed by Imperial College Health Centre, or other appropriate medical practitioner which has been approved by ICHC;
  - where there is reason to believe that the student's state of health makes them unable to pursue their studies, or may cause disruption or serious concern to other members of the RCM community, or has the potential to cause harm to themselves or others, the Group may require the student to take a leave of absence or interrupt studies;
  - if necessary, the Group may recommend that the student be suspended, as a precautionary measure, or pending disciplinary action under the Student Code of Conduct.
3. A combination of these actions may be applied, possibly at different stages, in dealing with an individual case. Equally the Working Group will not be bound by these options if the circumstances suggest a different approach may be more appropriate to the circumstances. In all cases, the aim is to address the situation promptly, acting in the student's best interests, to prevent any further deterioration, or further negative consequences.
4. Any decision to suspend the student or require a student to interrupt their studies must be agreed by at least two members of the RCM Directorate.
5. Following any break in studies for reasons related to health and wellbeing, a student will normally be required to attend a fitness to study assessment with Imperial College Health Centre. The Working Group will take the recommendations of ICHC into account when considering resumption of studies.
6. If such an assessment confirms that it is not in the interests of the student or the College that the student should continue their programme of study, the Working Group may recommend continuation of interruption or suspension until they are fit to continue studies. If the student will exceed the maximum period for normal completion of the programme, the student will normally be required to withdraw.
7. A student who refuses to undergo assessment may be suspended until such time as a medical practitioner acceptable both to the student and the College has assessed the student and confirmed in writing that the student is fit to resume study.
8. A student who is suspended, required to interrupt or is subject to any other restriction on their studies has a right to appeal to a Student Disciplinary Committee, following the procedure in the Student Code of

Conduct. A student may not appeal using grounds that contest the medical assessment on which a decision is based. The student may, however, request that a second medical assessment be obtained from a medical practitioner approved by Imperial College Health Service.

[Back to contents page](#)

# POLICY ON STUDENTS OF CONCERN WHO MAY BE AT RISK OF RADICALISATION OR EXTREMISM

## Including policy on information sharing

*This policy applies to students who exhibit behaviours or actions which give cause for concern about a vulnerability to extremism or radicalisation, and sets out interventions the College may make in the interest of the safety and well-being of the individual and the wider College community and society as a whole. This policy also applies to the Students' Union and its societies.*

1. The College has a Working Group on Student Health and Other Problems which will meet as needed for case conferences to consider individual cases. This working group will also deal with cases covered by this policy, in a holistic manner. The Group comprises the Deputy Director (as Chair), Student Services Manager, the Head of Programmes (or Assistant), relevant Head of Faculty, and/or other members of RCM staff as circumstances dictate. Members of the Working Group will often be called for case conferences at short notice and not all members will need to be available for a decision or recommendation to be formed. In dealing with students, the Working Group will consider the individual circumstances presented and form its views taking these into account.
2. In accordance with the RCM's obligation to comply with the Counter Terrorism and Security Act 2015, and the RCM Prevent Action Plan, if any student is identified as potentially vulnerable to radicalisation or extremism, any or all of the following actions may be taken:
  - Information regarding an individual's actions or behaviour which are causing concern in this regard may be the subject of a confidential case conference called by the Deputy Director or appointed representative and other staff members as appropriate
  - information about the individual's actions or behaviour may be shared, initially anonymously, with the BIS Prevent Coordinators to seek advice and determine next steps
  - where deemed appropriate, the College will attempt to seek consent from the individual to share information, including their identity and other data held by RCM, with the BIS Prevent Coordinators, and/or lead at Westminster District Prevent Board and Monitoring Authority
  - if it is not feasible to gain the individual's consent, the College, working with the advice and support of the Westminster District Prevent Board and Monitoring Authority may decide that there are sufficient grounds for concern, and will share information about that individual accordingly
  - decisions about information sharing will be taken collectively by the case conference. The final decision rests with the Deputy Director (or substituting senior member of staff) advised by the case conference members. This policy is deliberately general in order to be flexible in dealing with what are likely to be complex individual circumstances that may take several escalating steps to address and where issues of extremism may not be apparent at the outset. If student discipline issues arise in considering an issue of extremism, then the student disciplinary procedure will be used.

As a result of this process the individual may be dealt with via the Channel process or criminal investigation procedures, as appropriate and determined by Prevent officials.

[Back to contents page](#)

## RCM STUDENTS' UNION COMPLAINTS PROCEDURE

1. A complaint about the RCM Students' Union (RCM SU) may be made by a single student or collectively by a group of students ('the complainant(s)'). This procedure applies both to individual and to collective complaints, but in the case of a collective complaint it will be applied subject to any necessary additions or modifications. The procedure is a means of registering dissatisfaction with any dealings with the RCM SU or of claiming to have suffered an unfair disadvantage from having exercised the right not to be a member of the RCM SU.

### Dealing with complaints

2. Where a complaint is being dealt with informally, the RCM SU would generally expect it to be resolved swiftly. However, complaints are likely to take longer to resolve if they involve complex issues or a number of people. Shortly after receipt of the complaint the RCM SU should give the complainant an indication of the likely time-scale for reaching a decision under this procedure. In a case of average complexity this should not normally be longer than three weeks (although it may take longer during College vacations).
3. A complaint will be considered to have been resolved when the complainant accepts any response and/or redress offered by the RCM SU in respect of the complaint and decides not to pursue the complaint further or following a decision through the formal procedure.
4. Where a complaint is being addressed through the formal complaints procedure the Academic Registrar will indicate the timescale expected to be followed in relation to the complaint, normally within 90 days, and will keep the student informed of any changes to that timescale, indicating the reasons. If the student objects to the timescale set by the Academic Registrar, they should indicate the reasons in writing to the Academic Registrar. The Academic Registrar will notify the student as soon as possible of the decision in relation to the objection.
5. The standard of proof used in this procedure is the balance of probabilities.

### Informal resolution of a complaint

6. As with any problem, it is best for it to be resolved quickly with those directly involved. Complaints should first, therefore, be addressed to the RCM SU President. The RCM SU President will notify the Academic Registrar in writing, usually by email, when a complaint has been made, copying all associated documentation to him/her, for information.
7. The RCM SU President will investigate the complaint and will write to the complainant proposing a means of resolving the complaint. If the resolution is rejected by the complainant, or where three weeks after the complaint was received by the RCM SU it remains unresolved in any event, it will be referred to the formal process. The complainant will also be referred to the formal process where the RCM SU President considers it inappropriate for them to investigate the complaint because they are personally involved in the facts giving rise to the complaint.
8. Where applicable, feedback on the outcome of the complaint will be provided to any person(s) who is the subject of the complaint.

## Formal complaints procedure

9. Where a complaint is not resolved through the informal process, the complainant should invoke the formal complaints procedure by submitting a written complaint to the Academic Registrar. As indicated above, a formal complaint will not normally be considered until the informal procedure has been used. At any stage after the formal process has commenced the complainant may choose to return to the informal procedure to resolve the matter.
10. The complainant must make clear in their written submission the relevant facts and matters which it is considered give cause for complaint, together with any relevant documentation, and should state the remedy they are seeking (although the latter information will not restrict the remedy which may be granted under the procedure, it will be helpful to those dealing with the complaint).
11. If it appears to the Academic Registrar that a complaint is vexatious and/or frivolous, the Academic Registrar will discuss it with the Deputy Director and together they will determine whether it should be rejected on the basis that it is frivolous and/or vexatious. Should a complaint be rejected on this basis no further action will be taken in respect of the complaint, but the Academic Registrar will write to the complainant to explain why the complaint has been rejected.
12. Other than where the complaint has been rejected as vexatious or frivolous, the Academic Registrar will notify the Chairman of the Council of the complaint and the Chairman will appoint two independent members of the Council to investigate and report on the complaint. The Council members will determine whether it is necessary for him/her to seek further information or documentation from the complainant or the RCM SU before the complaint is adjudicated, and where new facts or matters arise they will give the complainant and/or the RCM SU (as applicable) a reasonable opportunity to comment on those facts or matters. The Council members may ask to meet the complainant and representatives of the RCM SU. The Council members will then adjudicate on the complaint and, as appropriate, determine a remedy. The adjudication, which will contain the reasons for the Council Member's determination, will be copied to the complainant, the RCM SU President and the Academic Registrar.

## Recording complaints and confidentiality

13. The RCM SU and the College are committed to ensuring that complainants will not suffer disadvantage by reason of bringing a complaint under this procedure or an appeal to the Council member. However, where a complainant has concerns about the effect of making a complaint or bringing an appeal, or wishes to keep certain matters confidential, they should inform the person dealing with the complaint under the informal procedure or the Academic Registrar when submitting a formal complaint. The person investigating the complaint will not disclose the identity of the complainant and will endeavour to preserve the confidentiality of the complainant. Where it is considered that disclosure is necessary to progress the procedure for dealing with the complaint, the complainant will be notified in advance of the intended disclosure.
14. The RCM SU and the College will endeavour to share with the complainant any documentation or information relevant to their complaint, to the extent that disclosure to the complainant is not in breach of the RCM SU or the College's duties of confidentiality to any other person or would adversely affect the interests of a third party. If the complainant considers any member of the RCM SU or the College staff holds, or is likely to hold, information or documentation which is relevant to the complaint but has not been disclosed to him/her, the complainant should request disclosure from the person with whom they are dealing. Guidance may be sought from the Academic Registrar on dealing with such requests.

[Back to contents page](#)



# ROYAL COLLEGE OF MUSIC STUDENTS' UNION CODE OF PRACTICE

The Council has established this Code of Practice for the operation of the RCM Students' Union, in accordance with the Education Act 1994.

This Code of practice will be published by the College and brought to the attention of students at least once a year.

## Constitution

1. The RCM Students' Union will operate under a constitution approved by the Council. The Council shall review the constitution at intervals no greater than every five years. Any revisions to the Constitution shall be subject to the approval of the Council.

## Membership and Affiliations

2. All students pursuing a course of study at the Royal College of Music are automatically members of the RCM Students' Union.
3. Membership of the RCM SU is encouraged, but students may opt out of membership provided they do so by the end of the first week of each term. They will continue to have access to all facilities, but may not stand for election to committees or vote at meetings of The RCM SU. Opt-out forms can be obtained from the Registry. Access to facilities and facility subscriptions are unaffected by opting out of membership of the RCM SU.
4. The RCM SU may recognise and financially support student societies subject to the approval of the RCM SU Committee and the Deputy Director. Where financial support is provided this will be reported by the RCM SU President to students via the Intranet or at a general meeting.
5. The RCM SU is not affiliated to the National Union of Students and shall have no links with political or religious societies. However, the RCM SU partners with NUS Charity.
6. The RCM SU will not normally affiliate to any external organisations. Where the RCM SU Committee decides that it wishes to do so, the details (including the name of the organisation and details of subscriptions, fees or donations) will be reported by the RCM SU President in writing to the Deputy Director (for the Council) and to students or at a general meeting. The RCM SU President will submit the current list of affiliations to the RCM SU Annual General Meeting for the approval of members. If 5% or more of the RCM SU members request it, the RCM SU will conduct a universal secret ballot to decide on the continued affiliation to any particular organisation.

## Elections

7. The election of the President and Vice-President and committee shall be held in the Summer Term by a universal secret ballot. The election process shall be overseen by the Deputy Director.
8. The President and the Vice-President may each stand for a maximum of two one-year terms.

## Conduct of Affairs

9. On a day-to-day basis, in all matters concerned with RCM SU affairs, the RCM SU President liaises with the Deputy Director. The Deputy Director is the senior member of College staff who is responsible for the RCM Students' Union.
10. On financial matters the RCM SU President liaises with the Director of Finance & Estates. The RCM SU President is expected to maintain appropriate accounts of all RCM SU income and expenditure,

with associated receipts. The RCM SU President will be briefed on simple account keeping by the Director of Finance & Estates or a nominated member of finance staff prior to taking up his/ her position. A handover session will take place at the end of the academic year between the outgoing and incoming RCM SU Presidents and the Director of Finance & Estates or a nominee. In the course of the academic year the RCM SU President will be expected to present termly up-dates of the RCM SU Accounts to the Director of Finance & Estates or nominee, prior to the release of grant.

11. Annual accounts must be approved by the Council, usually at its autumn meeting, together with a budget of planned income and expenditure for the new academic year. The annual accounts shall include a list of external organisations to which the RCM SU has made donations in the period to which the accounts relate and details of those donations.
12. There shall be a complaints procedure available to all students or groups of students who are dissatisfied in their dealings with the RCM SU or claim to have been unfairly disadvantaged by it. The procedure will include provisions to ensure that complaints are dealt with promptly and fairly, with effective remedies.

[Back to contents page](#)

## CODE FOR BOOKING AND USE OF PRACTICE ROOMS

*\* Note that this may be subject to change during the 20/21 academic year due to Covid-19 health and safety policies.*

1. All RCM students are able to book designated practice rooms through the Asimut room booking system. When booking practice rooms students are required to observe these regulations.
2. Students are obliged to show consideration and respect for others in their use of practice facilities and use of the Asimut room booking system.
3. The College reserves the right to withdraw access to the Asimut system in the event of student being found to be in breach of any of its regulations or to be in debt to the College without prior permission.

### **Making bookings**

4. Rooms can be booked Sunday to Friday according to RCM opening hours, usually 24 hours a day during term time. On Saturdays, rooms can be booked after Junior Department teaching has concluded, from 6:30pm to midnight\*.
5. Each student can book practice space up to 48 hours in advance.
6. Each student has a maximum daily quota of two hours per day.
7. Minimum reservation time is 30 minutes.
8. 'Last minute' bookings are for free rooms on the day. They do not come from the student's two-hour quota provided:
  - The end time is within 150 minutes of the current time;
  - The start time is within 30 minutes of the current time;
  - The booking is a maximum of two hours in duration.
9. Rooms booked through Asimut are only for the student making the booking and rooms may not be booked on behalf of another student nor assigned to another person.
10. On Saturdays, during Junior Department teaching hours, a small number of practice rooms are available to Senior College students. Owing to strict safeguarding procedures, these rooms must be booked on Asimut by 5:00pm on the preceding Friday (it will not be possible to admit students who have not booked in advance) and you will need your ID card to gain access.

### **Confirmation and cancellation**

11. Students must confirm their booking by swiping their RCM ID card at an Asimut kiosk\*.
12. Bookings can be confirmed up to an hour before the booking start time or ten minutes after the booking start time.
13. Unconfirmed bookings will be cancelled automatically at ten minutes past the start time.
14. If a student no longer needs a room they must cancel the booking from a kiosk, smartphone or online.

### **Rules for specific instrument groups**

15. Percussion students can only book in the Percussion Zone.

16. Brass students should only book rooms in the Blomfield building which have double doors. Additionally, certain Opera rooms may be booked after 5.00pm.
17. Organ and harp students can book in the Organ Zone or Harp Zone respectively up to 72 hours in advance. There is additional guidance for organists to facilitate use of the Amaryllis Fleming Concert Hall organ. Please contact [performancespace@rcm.ac.uk](mailto:performancespace@rcm.ac.uk) for full details.
18. Historical Performance keyboard students can book in the Historical Performance Zone up to 72 hours in advance.
19. Chamber groups and ensembles can book via the Registry or Performance & Programming up to 72 hours in advance. The names of all ensemble members must be provided at the time of the booking. Rooms booked for Chamber groups or ensembles must not be used for individual practice.

#### **Other rules**

20. Students are not permitted to book RCM teaching or practice rooms in order to teach their own private pupils or on behalf of other students or other individuals who are not registered.

[Back to contents page](#)

## CODE FOR TIER 4 VISA HOLDERS

1. The RCM is required to comply with the sponsorship regulations imposed by UK Visas & Immigration (UKVI) and has a duty to ensure that its students are fully engaged with their courses.
2. Tier 4 visa holders are required to adhere to any amendments that UKVI makes to sponsorship regulations and guidance over the course of their programme of study.

### Verification of documentation

3. Tier 4 visa holders are required to present their passport and visa or Biometric Residence Permit (BRP) for verification at New Student Check-in, along with an entry stamp or other proof of their date of entry to the UK. Registry staff will retain a photocopy of these documents in accordance with UKVI requirements.
4. Tier 4 visa holders are required to inform the RCM of any changes to their passport or visa/BRP documentation, for example, when their passport is renewed, and must present any new documentation to the Registry.

### Confirmation of attendance

5. Each Tier 4 visa holder's attendance will be monitored and the collated information made available to UKVI to inspect in the event of an audit.
6. Registry staff will monitor principal study professors' registers on a regular basis, to ensure that students are attending all scheduled principal study lessons. For students on the MSc in Performance Science and MEd in Music Education, attendance at core lectures will be monitored.
7. Due to the more flexible nature of their studies, registers are not kept for Doctoral students. Registry staff will contact each Doctoral student's primary supervisor on a monthly basis to confirm attendance.

### Failure to comply

8. Where a student has missed one expected contact, a warning e-mail will be issued by the Registry.
9. Where the student misses two or more consecutive expected contacts, they will be required to attend a disciplinary meeting with the Director or Deputy Director in accordance with the Student Code of Conduct and Disciplinary Procedure regulations. Further failures to comply with the Tier 4 regulations will also be dealt with under these regulations.
10. The final sanction the College has is to report the student to UKVI for non-engagement with their studies, which may result in the visa being withdrawn and the student being required to return to their home country.

[Back to contents page](#)

# PERSONAL RELATIONSHIPS BETWEEN RCM STAFF AND STUDENTS

## Royal College of Music Personal Relationships Policy

### 1. Introduction

This Policy is intended to provide guidance to all members of staff regarding personal relationships within the College.

For the purposes of this Policy, a personal relationship is one where a member of staff is:

- related to a student or another member of staff at the College;
- in a relationship with a student or another member of staff at the College, where the relationship is more than friendship.

The College recognises that, where personal relationships develop at work, there is a potential for conflict between professional and personal interests. Members of staff are responsible for their own conduct and must declare any potential conflicts of interest. The personal aspects of any personal relationship must be conducted entirely outside of the work environment.

### 2. Relationships between staff and students

It is vital that trust and confidence exist between staff and students to ensure students maximise their learning experience. The professional relationship between a student and a member of staff is a central part of the student's educational development. A personal relationship could compromise this professional relationship and damage the teaching and learning environment for other students and staff.

Members of staff are strongly advised not to enter into a sexual/romantic relationship with any student they are responsible for teaching, supervising or assessing. It is unprofessional for a member of staff to seek actively to initiate such a relationship without regard to the problems that may ensue.

If a consensual relationship does develop between a member of staff and a student for whom they have responsibility for teaching, supervising or assessing, the member of staff must declare the relationship to either the Artistic Director or the Director of Programmes or to their Head of Faculty/line manager, without delay. Any such disclosure will be treated sensitively.

The College reserves the right to discontinue the responsibility of a member of staff for teaching, supervising or assessing a student with whom they have a personal relationship. Any such step would be taken in consultation with the member of staff and the student.

### 3. Physical contact in teaching

Physical contact between professor and student is sometimes necessary for the student's learning (e.g. to correct poor posture or to adjust bow hold). Its purpose and form should be explained to the student by the professor and the student's consent obtained in advance of physical contact taking place. In this context, as in all others, a professor should be sensitive to feedback from her or his student and should respond accordingly.

#### **4. Relationships between members of staff**

Personal relationships may exist or may develop between members of staff. If one of the members of staff is or will be responsible for managing, auditing, appraising or authorising the work of the other, each member of staff should declare the relationship without delay to their respective line managers. This also applies where one of the individuals is a contractor or consultant and the other member of staff is responsible for that contractor's/consultant's work.

The College reserves the right to make arrangements to discontinue the situation of a member of staff being responsible for managing, auditing, appraising or authorising the work of the other. Any measures taken would be in full consultation with the members of staff concerned and would be with a view to reaching agreement.

There is no need for the College to know of personal relationships in other circumstances, even if the two members of staff work in the same department.

#### **5. Appropriate behaviour at work**

The College requires that the personal aspects of relationships must be conducted with discretion and outside the professional environment.

The College has a separate policy on Behaviour at Work, which it uses to deal with allegations of harassment or bullying, as well as its staff disciplinary procedure. All allegations of harassment or bullying are taken seriously and addressed promptly.

#### **6. Applicants for employment**

Internal or external applicants for employment are expected to inform the Head of Human Resources in writing if they have a personal relationship with any member of staff currently employed by the College, where one party may be responsible for managing, auditing or authorising the work of the other, or with any student whom they may be required to teach, supervise or assess.

#### **7. Confidentiality**

If a member of staff, student or applicant for employment discloses a personal relationship, this information will be treated with due respect to the right of the individuals to a private life. Only those who need to know will be informed.

#### **8. Failure to declare a personal relationship**

Failure to declare a personal relationship in any of the circumstances outlined in this policy where this is required, may result in disciplinary action being taken against a member of staff.

#### **9. Conservatoires UK Principles of Best Practice in Conservatoire Teaching**

The RCM has adopted the Conservatoires UK Principles of Best Practice in Conservatoire Teaching. These set out principles of best practice which apply to teaching scenarios involving students who are 18 years of age or over. They are reflected in this policy and the full CUK document can be found on the RCM website.

[Back to contents page](#)