

**STUDENT HANDBOOK -
REGULATIONS, POLICIES & PROCEDURES
2014-5**



**University of
Sunderland**

STUDENT HANDBOOK

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Author: Liam Guest – Student Records Officer June 2014

1. Introduction

We are really pleased that you've chosen to study a University of Sunderland programme. We are fully committed to providing the environment, expertise and support which enables you to fulfil your potential and reach your aspirations. Key to this approach is partnership – working together in an academic community which we all enjoy and in which we take pride. Our aims for you, as well as areas where you can play your part, are set out in a document called 'Working Together' which can be found at:

www.sunderland.ac.uk/university/publications

The University has a number of regulations, procedures and policies (including its Terms & Conditions) which will guide you through many aspects of your time as a student. All of these are available through the University's website. This document guides you through some of these procedures, and gives you links to where you find the full regulations.

The Academic Regulations of the University set out the rules for assessment, progression and award that are used throughout your academic career. These are available at:

www.sunderland.ac.uk/regulations

They are also available in hard copy from your faculty office. It is your responsibility to ensure that you are familiar with these, and to ask for clarification of any regulation that you are unclear about. If you are changing course, taking leave of absence, changing mode of study (for example, to part-time), you need to be clear how this will affect your academic progress. You should also ensure you read and understand other procedures such as Extenuating Circumstances (see p.) Your programme may have individual programme specific regulations which differ from the standard Academic Regulations; these will be detailed in the Programme Handbook which you will receive from your Faculty.

Linked to the Academic Regulations are the Procedures for making an Academic Appeal. You can find out more about these later in this document, and copies of them are available on the regulations website given above.

The University's Terms & Conditions are reproduced in this document and on the website. They incorporate the University's data protection statement. Your programme of study at the University is subject to these Terms & Conditions.

The University's Fees Regulations set out the rules and procedures that govern the arrangements available to you for the payment of your fees. These are included in this document and on the website.

You should note one very important condition: if you feel you have not received the standard of service that you should have received from the University, you should always raise this first with the part of the University providing that service. If you remain dissatisfied, you can raise it further through the University's formal Student Complaints Procedure, a copy of which can be found at:

www.sunderland.ac.uk/regulations

The University has a number of policies and regulations which guide members of the University community on conduct. These include the Dignity at Work Policy, the University's Equal Opportunities Policy, the Student Disciplinary Regulations (which can be found by following the above regulations link) and the Universities Equality and Diversity Policy, which again can be found online. The University also has regulations governing the use of IT facilities; these are available at:

<http://docushare.sunderland.ac.uk/docushare>

The University has an agreed policy on the use of student email, as included in this section.

2. University's Terms and Conditions

By enrolling each year, students agree to the Terms and Conditions specified in the Student Handbook issued at the time. The current Terms and Conditions are set out below. These Terms and Conditions may be varied by the University from time to time.

Course directories and prospectuses describe programmes available from the University of Sunderland ('the University'). Every effort is made to ensure that all details are correct at the time of going to press but these may be subject to alteration. Should you become a student of the University, you will receive further documents describing the teaching, examination, assessment and other educational services ('the educational services') offered by the University, including details of fees payable. In the event of any inconsistency between the information contained in a Directory/Prospectus and the information set out in these further documents then the further documents will prevail. The University will take all reasonable steps to provide the educational services in the manner set out in each Directory/Prospectus and in those further documents. The University does not, however, guarantee their provision. The educational services, programmes, facilities and other arrangements for students described in each Directory/Prospectus are regularly reviewed and are naturally subject to change from time to time, sometimes without notice.

The University reserves the right to make variations to the contents or methods of delivery of programmes and modules, to discontinue and to merge or combine programmes and modules, if such action is reasonably considered to be necessary by the University in the context of its wider purposes. If the University discontinues any programme, it will use reasonable endeavours to place the student on a suitable alternative programme.

The University will not be deemed to be in breach of these Terms and Conditions, or otherwise liable to its students in any manner whatsoever, for any failure or delay in its ability to provide the educational services due to an event beyond the reasonable control of the University. Such an event, for the purposes of these Terms and Conditions, means any cause preventing the University from providing the educational services arising from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the University including, without limitation, strikes, lockouts or other industrial disputes, protests, war or national emergency, an act of terrorism, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, breakdown of plant or machinery, utilities failure, fire, explosion, an Act of God, flood, storm, epidemic or other natural disaster, or default or delays of suppliers or sub-contractors. The University will use all reasonable endeavours to minimise the resultant disruption to those services.

It is the students' responsibility to familiarise themselves with and to ensure compliance with the requirements of any professional body which they wish to join either before or

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after graduation. Students should be aware that a change in their circumstances whilst studying (e.g. acquiring criminal convictions or certain physical or mental ailments or illnesses) may affect their continued compliance and in such cases should be notified both to the relevant professional body and to the University for clarification.

It should be noted that criminal convictions may not necessarily be a bar to study, but should nevertheless be notified to the University.

Where appropriate, registration on a programme may be conditional upon compliance with any requirements arising from legislation or regulations made from time to time in relation to the protection of children and vulnerable adults,(including a Disclosure and Barring Service check), and/or the submission of a Medical Clearance form.

International students are responsible for complying with the terms of their visa, and with Immigration legislation more generally.

The University cannot accept responsibility and expressly excludes liability for damage to or loss of students' property whilst on University premises or the transfer of computer viruses to students' equipment unless caused by the negligence of the University.

Whilst registered as students of the University, the University requires its students to familiarise themselves with and comply with its 'Rules in Respect of Student Conduct and Discipline', copies of which can be obtained from the University and can be found on its website: www.sunderland.ac.uk/regulations

The University requires its students, as a condition of enrolment, to ensure the payment to the University in each academic year of the tuition fee and any other additional charges pertaining to the programme upon which they are enrolled. In addition to the tuition fee and charges for residential accommodation, students may be required to pay for study materials provided by the University. These may include but are not limited to consumables such as creative art materials, computer disks, and special paper, to learning packs which are intended as cheaper alternatives to textbooks. If field trips are included within the programme you may be required to meet the cost. The University reserves the right to revise or add fees at any time but appropriate notice will be given to those students affected by them. Students should be aware that if a student has not paid the due fees or discharged any other financial obligation to the University, the University reserves the right to neither allow the student to register nor continue in their studies, nor award a degree or other certification and reserves the right to take action to recover outstanding monies.

Data Protection Act 1998: Use of Students' Personal Data

The University of Sunderland is registered as a data user with the Office of the Information Commissioner. Any personal data collected and or processed by the University is held in accordance with the provisions of the Data Protection Act 1998.

The University collects and holds personal data relating to its students for a variety of purposes. These include:-

- Facilitating the enrolment process;
- supplying operational services , including teaching and other forms of education;
- organisation of study abroad;
- organisation of work placements, internships, volunteering and student jobs;
- maintenance of the student record (including but not limited to personal and academic details) and management of academic processes (for example, academic audits, examination boards and awarding degrees);
- operating a biometric attendance register system;
- meeting the University's responsibilities under immigration law;
- management of student accommodation;
- general routine administrative functions such as access to buildings and library borrowing (which will include the use of an individual's photograph as it appears on their student card);
- publishing information (such as on examination notice boards, and for University prospectuses and marketing materials);
- use of photographs on the University website and in marketing materials either taken direct from the student card or taken specifically;
- operating a CCTV and automatic number plate recognition system;
- the provision of advice and support to students (via, amongst others, Student Services, Student Accommodation Services, the Advice Service, the University of Sunderland Students' Union, and the Careers Service);
- operating the Day Nursery (some nursery staff may be provided with limited access to some student information for the purposes of billing and administration); and
- alumni operations and correspondence which may be sent to you during your time at the University and continue to be sent to you after you have left the University.

The University (via academic departments, Student Services and other ancillary departments) discloses student information to a variety of recipients, including third party organisations, some not connected to the University including but not limited to:

- employees and agents of the University;
- the University of Sunderland Students' Union;
- students' sponsors, loans organisations and scholarships schemes (such as LEA's, the Student Loan Company, and funding councils);
- the Higher Education Statistics Agency (HESA) - further details can be obtained from www.hesa.ac.uk/collection-notices ;
- the Higher Education Funding Council for England (HEFCE) or their agents;

- relevant government departments or agents acting on their behalf to whom the University has a legitimate need or obligation to release information (including, but not limited to, the Home Office, Council Tax Offices, Local Authorities, the Child Support Agency, the Benefits Agency, the Department of Work and Pensions);
- Higher Education Institutions (where exchange or placement programmes are being undertaken);
- employment agencies, prospective employers and third parties requesting confirmation of awards;
- current or potential employers of students,;
- current or potential providers of education to students including, but not limited to, partner or franchise institutions in connection with the delivery of academic programmes of education; and
- the providers of the Campus Card.

The University may process sensitive personal data about you, such as details about your mental or physical health and/or disability, information concerning ethnicity, domicile, religious or political opinions, sexuality, criminal record, or alleged criminal activity for the purpose of planning or monitoring. In limited circumstances the University may also disclose this sensitive personal data to third parties, where there is a legitimate need or obligation, during or after your study.

The University undertakes to maintain student data in secure conditions and to process and disclose data only within the terms of its Data Protection Notification.

The details above indicate the nature of this notification but are not exhaustive – the University’s Data Protection Officer should be contacted if students have any specific questions. Please note that the University is reliant on students for much of the data it holds: please help the University to keep records up to date by notifying any alterations to student addresses, personal details, or course enrolments.

The University may wish to contact you when you have completed your programme of study to inform you about products or services which may be relevant to you, and to keep you informed about University activities.

The University complies with the requirements of the Data Protection Act 1998. Guidance on Data Protection issues can be found in the Data Protection Policy and the Data Protection Guidance available on request from the Data Protection Officer.

Under the Data Protection Act 1998 an individual has the right to a copy of the current personal information held on them by the University and a right to raise an objection to data processing that causes unwarranted and substantial damage and distress. It should be noted that although you can object in some circumstances, the University may be

required to hold certain information in order to deliver the course in question and to comply with specific sections of the Data Protection Act 1998. To discuss any objections or concerns, or to obtain a copy of the current personal information held about you, please contact the University's Data Protection Officer at the following address:

The Data Protection Officer
University of Sunderland
4th Floor
Edinburgh Building
Chester Road
Sunderland
SR1 3SD

Or send an email to: dataprotection@sunderland.ac.uk

Education Act 1994: Student Union Membership

Under the Education Act 1994 any student has the right not to be a member of a Students' Union and not to be unfairly disadvantaged with regard to the provision of services, or otherwise, by reason of having exercised that right. At the University of Sunderland all students, members and non-members alike, have in general the right of access to services provided by the University and the University of Sunderland Students' Union (USSU). However, there are some rights which are not extended to non-members, and these include the following:

- (i) the right to participate in USSU and NUS (National Union of Students) elections and decision-making processes, including those of clubs and societies,
- (ii) the right of USSU and NUS representation,
- (iii) the right of access to USSU bars, and certain USSU commercial activities, except as guests of members,
- (iv) the right to commercial advantages negotiated for the benefit of USSU and NUS members.

Should you accept an offer to study at the University and you become a student of the University, these Terms and Conditions shall constitute part of any contract between you and the University and your acceptance will signify your consent to the incorporation of these Terms and Conditions. Any offer of a place made to you by the University is made on the basis that in accepting such an offer you signify your consent to the incorporation of this notice as a term of any such contract and also your agreement to comply with University regulations and procedures.

These Terms and Conditions are governed and are to be construed in accordance with English law. The English Courts will have exclusive jurisdiction to deal with any dispute which arises or may arise out of or in connection with these Terms and Conditions,

except that the University may bring proceedings for an injunction or enforcement of any order or judgment in any jurisdiction.

University of Sunderland,
Edinburgh Building, City Campus, Chester Road
Sunderland, SR1 3SD, UK
www.sunderland.ac.uk

3. Code Of Practice – Freedom of Speech

Introduction

The Education (No. 2) Act 1986 imposes a duty on the University:

- (i) to take such steps as are reasonably practicable to ensure the freedom of speech within the law is secured for members, students, and employees of the University and for visiting speakers, and
- (ii) to ensure, as far as is reasonably practicable, that the use of any premises of the University is not denied to any individual or of any member of the body or persons on any ground connected with:
 - (a) the beliefs or the views of that individual or of any members of that body; or
 - (b) the policy or the objectives of that body.

Freedom of Speech as established within the law is to be protected in particular within an institution of Higher Education. The holding and expression of views which are unorthodox or even offensive should not of itself prevent the holding of a meeting to express those views. Within an academic community, opposition to opinions should be by reasoned refutation, and not by denial of all opportunity to be heard, or by disruption of meetings.

The act requires the Board of Governors to issue and keep up to date a Code of Practice setting out:

- (i) the procedures to be followed by members, students and employees in connection with the organisation:
 - (a) of meetings of such types as may be specified in the Code which are to be held on University premises
 - (b) of any other activities so specified, and
- (ii) the conduct required of such persons in connection with any such meeting or activity

For the purpose of the Act premises occupied by the Students' Union are deemed to be University Premises.

Scope and General Principles of the Code of Practice

This Code applies to all meetings and activities which are to be held on premises or campus (including events held in the open air or on premises occupied by University of Sunderland Students' Union) other than those which form part of regular course provision. All such meetings and activities must be authorised by the relevant Premises Manager or, in the cases referred to that office, the Deputy Vice-Chancellor. The procedure for request for or notification of such meetings and activities is set out below. Failure to observe this procedure constitutes a breach of this code.

For the purposes of this code, 'meeting and activities' includes events arranged as part of the teaching programme where these involve the participation of visiting speakers, and/or other persons who are not members, students or employees of the University.

Where suitable University accommodation is available and subject to the payment, where appropriate, of a fee, no application or notification shall be declined unless:

- (i) the substance or purpose of the meeting as proposed in the opinion of the Deputy Vice-Chancellor likely to cause a breach of the law; or
- (ii) the arrangements for the orderly conduct of the meeting are considered by the Deputy Vice-Chancellor to be inadequate.

Where it appears to be that the substance or purpose of the meeting or activity as proposed as likely to cause breach of the law, or that the arrangements for the orderly conduct of the meeting or the activity are considered to be inadequate, the Deputy Vice-Chancellor shall have the power to prohibit the meeting or activity and any attempt to proceed with the meeting or activity shall constitute a breach of this code.

Examples of breach of the law which might arise include offences against public order, incitement to racial hatred, or sexual or racial discrimination or harassment, and infringements of the health and safety requirements, or the provisions of entertainment and other licenses, applicable to the premises or the proposed meeting or activity.

PROCEDURE

It is the responsibility of the organiser to apply in writing for the authorisation for events covered by this Code. Each application for, or in the case of the Students' Union, notification of bookings for meetings or activities, must be made on the prescribed booking form to the Premises Manager at least 15 (fifteen) working days prior to the date of the meeting. The application shall contain a statement of the intended purpose and nature of the meeting or activity and the names and addresses of the invited

speakers. The Organiser is personally responsible for the observance and performance both of the general conditions of hire, and the provisions of this Code and any special conditions contained in any authorisation given hereunder.

The Premises Manager shall either confirm the booking in writing, if satisfied as to the legality of the booking and the adequacy of arrangements for the maintenance of good order, or shall refer the booking to the Vice-Chancellor if not satisfied.

The Deputy Vice-Chancellor will consider all the facts as specified in the prescribed booking form and make a decision either to confirm the booking or to refuse the booking. In confirming the booking the Deputy Vice-Chancellor may specify such conditions as may be deemed reasonable to ensure so far as possible the maintenance of good order. In refusing a booking the Deputy Vice-Chancellor shall inform the applicant of a right to appeal against the decision to the Vice-Chancellor and Chief Executive whose decision shall be final.

The Vice-Chancellor and Chief Executive, in considering any booking referred upon appeal, shall afford the applicant the right to make representations either in writing and/or in person, and shall take such advice as may be deemed necessary in arriving at a decision, which will be communicated in writing to the applicant. The reasons for any decision to reject an appeal shall be recorded in writing to the applicant, and all decisions not to accept a booking, whether after appeal or otherwise, shall be notified to the Board of Governors.

In the event that bookings are accepted on the basis of specified conditions associated with the maintenance of good order, applicants must be required to meet any additional costs involved in the maintenance of adequate security.

In any case where an application or notification is declined, a written record of the reason therefore shall be maintained by the Deputy Vice-Chancellor and communicated to the applicant on request.

CONDUCT OF MEETING AND ACTIVITIES

All duly authorised meetings and activities are entitled to proceed without disruption, without interference with the entrance or exit of the speakers or the audience, without intimidation and without threat to the safety of those attending.

At the meetings and activities:

- (i) The Organiser/Chair has a duty to ensure as far as reasonably practicable that nothing in the preparation for or the conduct of the event infringes the law, and to secure that the audience and speaker(s) act in accordance with the law throughout the event. In the event of unlawful or disruptive

conduct the Organiser/Chair should give appropriate warnings, and, if the conduct continues, requires the withdrawal of the persons concerned or their removal. If necessary the Organiser/Chair should terminate the event, and shall do so if so requested by the Premises Manager or other University representative.

- (ii) It is the duty of all persons attending to act in accordance with the law, and to recognise and observe the rights of others to freedom of speech within the law.
- (iii) In the case of a breach of this Code, every effort is to be made to identify the offenders in order that the appropriate action may be taken.

GENERAL

Any breach of this Code shall constitute a disciplinary offence which:

- (i) If committed by a member of staff shall be subjected to the normal disciplinary procedures in the relevant Conditions of Services:
- (ii) If committed by a student shall be subject to the Rules in Respect of Student Conduct and Discipline.
- (iii) If committed by an outside user shall normally lead to refusal of subsequent requests for the use of the University premises.

INTERPRETATION

For the purposes of this Code:

Organiser shall mean In the case of events arranged as part of the teaching programme, the organiser is deemed to be the academic member of staff responsible for leading the course or as determined by the Director of School

In all other cases the Organiser is deemed to be the person by whom the application form is signed

Premises Manager shall mean

a Director of School, the Director of Facilities, the Director of Academic Services, the Assistant Director of Facilities with responsibility for Campus and Residential Services, the Students' Union Manager, or other relevant manager responsible for accepting bookings of University premises

Deputy Vice-Chancellor
shall mean

the Deputy Vice-Chancellor with responsibility for the
University estate

4. Your University Fees

4.1 What does this section tell me and who can I contact with queries?

Read this section to find out

- How the University will bill for your fees
- How you can pay your fees to the University
- The payment arrangements the University can offer you
- What to do if your circumstances make it difficult to pay your fees
- What happens if you withdraw from your course of study or take a leave of absence
- How the University deals with refunds

When you enrol at University, you enter an agreement to undertake and pay for a course of study on the University's terms of business. You need to be familiar with the University's rules and regulations for payment of fees and understand what this commitment means to you.

Contacts are identified for particular enquiries. For general enquiries you can:

- Log into your account on-line via the 'My Finance' area of e-vision at <http://evision.sunderland.ac.uk>
- Telephone the Enquiry Team at your Campus:
Sunderland Campus on 0191 515 2222 or 0191 515 3322
London Campus on 020 753 17333
- Visit the Enquiry Desk situated in the Gateway at City Campus Sunderland. Their normal opening hours are:

Term Time:	8.30am to 6.00pm Monday to Thursday 8.30am to 5.00pm Friday
Out of Term Time:	8.30am to 5.00pm Monday to Friday

- Visit the Enquiry Desk situated in the Gateway at St. Peters Campus Sunderland. Their normal opening hours are:

Term Time:	8.30am to 6.00pm Monday to Thursday 8.30am to 5.00pm Friday
Out of Term Time:	Closed

- Visit the Enquiry Desk situated in the Gateway at London Campus, Canary Wharf.
Their normal opening hours are: 8.30am to 5.00pm Monday to Thursday, 8.30am to 4.30pm Friday.
- If you are studying at one of our FE partner colleges, please contact the Partnership Office on 0191 515 3892. Contact times of your liaison officer are available from your college gateway.

4.2 How the University will bill you for your tuition fees

The University is committed to providing a wide range of study options, so it is important that you know the cost of your chosen course. You can find current course fees on our website www.sunderland.ac.uk or contact our Student Helpline for advice on 0191 515 3000, or 0191 515 3892 for FE partnership college students.

If you are a full time student, you enrol on-line and will see your tuition fees on screen as well as the options available to you to make payment. If this amount differs from the fee you expected to pay, speak to your campus Student Records staff when you enrol or contact them by email, for Sunderland Campus to student.records@sunderland.ac.uk or telephone (0191) 515 2077, for London Campus email to student.records-london@sunderland.ac.uk or telephone (0207) 5317602.

For part-time students, the fee is either calculated as a 'modular fee' with reference to the number of modules for which you have enrolled, in most instances part time fees are charged for courses of study up to 80 credits (or 135 credits for postgraduates), or if you wish to study for more than this number of credits a fixed 'course fee' may apply. When you attend to enrol in your chosen Faculty, you will be advised of the tuition fee due.

Your fee is for the full academic year. The University reserves the right to correct any omissions or errors made at the time of your enrolment. If an amendment to your fees is highlighted during your enrolment Student Records will advise you of these changes.

Your completed Enrolment Form, either paper or electronic, is your invoice and you will only receive further contact about your course fee when it becomes due for payment. Please note this contact will be initially to your University of Sunderland email address, given to you at the time of enrolment. You need to check your University email inbox on a regular basis to ensure you receive all communications sent to you.

The University strongly recommends that you plan how you will pay your fees at the earliest opportunity. As well as payment in full there may be a number of instalment options available as detailed in this guide (section 3.4). For UK and EU students, the Student Finance Direct may be able to fund your studies – check their website for further details.

4.3 How you can pay your fees to the University

The University has a range of payment methods available. Always give your **student name and student number** when making any payments.

On-line with a debit or credit card or paypal - including recurring payments	You can make Single Payments and/or set up Recurring Card Payments on the University website at: http://payments.sunderland.ac.uk
By Telephone	By telephone to the Revenue Team on 0191 515 2455 making sure you have the student number and date of birth. The debit or credit card holder must be present when making the payment.
By post	Send a personal cheque or bankers draft made payable to “University of Sunderland” to: The Revenue Section University of Sunderland 2 nd Floor Edinburgh Building Chester Road Sunderland SR1 3SD Please state the payers name on the back of the cheque, and include the student name and student number.
By bank transfer	Action a BACS or direct payment transfer to Barclays Bank, Fawcett St, Sunderland, quoting your name and the student number that the payment is for. Our bank details are: Account University of Sunderland General A/C Sort code 20-83-69 Account Number 00065692 IBAN GB43 BARC 2083 6900 065692
In person At City Campus, Sunderland	Visit the Payments Desk in The Gateway, City Campus. The normal opening hours are: Term Time 10.30am- 3.30pm Monday to Friday Out of Term Time 12.00am- 2.00pm Monday to Friday

	<p>These times may be subject to change – please go to http://services.sunderland.ac.uk/finance/ before you visit.</p> <p>The Payments Desk will accept most major debit or credit cards, personal and sterling traveller’s cheques.</p> <p>The cardholder must be present when making payment.</p>
<p>In person At London Campus, Canary Wharf</p>	<p>Visit the Gateway Desk in London Campus, Canary Wharf.</p> <p>Opening hours are:8.30am-5.00pm Monday to Thursday 8.30am-4.30pm Friday</p> <p>The Gateway Desk will accept most major debit or credit cards, personal and sterling traveller’s cheques.</p> <p>The cardholder must be present when making payment.</p>
<p>In cash Only at City Campus, Sunderland</p>	<p>Cash payments will only be accepted in person at the Payments Desk, City Campus, Sunderland. Any payment exceeding £1,000 will only be accepted on the approval of the Head of Financial Management, Planning & Finance.</p> <p>There is currently NO provision to make payment in cash at London Campus.</p>

4.4 The payment arrangements the University can offer you.

Only in exceptional circumstances will the University accept payment from individuals of amounts in excess of fees due. These exceptions will be individually approved by the Head of Financial Management, Planning & Finance.

Student Finance Direct (SLC) funded UK and EU students

Any student intending to apply to the SLC to pay their fees either in full or in part must inform the University at the time of enrolment. Applications for funding need to be made direct to the SLC and **must be made for each academic year of your course of study.**

Once the SLC agrees to fund a student, they will notify and pay the University directly for their tuition fees.

Until the SLC confirms the sponsorship of a student to the University the student remains liable for any fees due. If the SLC is funding less than the full amount of your tuition fee, it is your personal responsibility to settle the outstanding amount.

Financially Sponsored students

In this section a ‘sponsored student’ is a student whose fees are being paid for by their employer or a government body. Any student being sponsored, (e.g. by a company or public sector organisation), needs to provide valid written evidence in

the form of a sponsor letter of support **for each academic year**. To be valid, a sponsor letter must be on the official sponsor's letterhead and clearly state the student name, student number and the sponsorship amount. **If relatives or personal friends are paying your fees, they are not official sponsors and you will be treated as a self-funded student.**

Once a sponsor agrees to fund a student, the sponsor pays the University directly for their tuition fees. If your sponsor is funding less than the full amount of the tuition fee, or withdraws the sponsorship during the financial year for any reason, it is then the student's personal responsibility to settle any outstanding amount.

If a sponsor refuses to pay the fees the University reserves the right to revert the debt back to the student and it then becomes the student's responsibility to settle.

Self-funded UK and EU students

Your tuition fee is due in full upon enrolment. Alternatively, you may select either a three or seven payment instalment plan. A credit agreement must be completed to select seven instalments, which is available during your on-line enrolment process or via your e:Vision account. For example, for a student enrolling on a course lasting at least one academic year, beginning in September, the due dates under these payment plans will be:

Three payments	1 st November, 1 st February and 1 st May
Seven payments	1 st November each month until 1 st May

All students must clearly indicate their chosen payment option on enrolment.

Self-funded International Students

Tuition fees must be paid in full before your enrolment, this applies to each subsequent year of study, unless your offer letter states otherwise.

If you are not required to pay your tuition fee in full upon enrolment, you will be informed in advance of starting your course of study of any instalment options that may be available to you.

4.5 If you have difficulty paying your fees

Failure to pay fees

Upon enrolment, each student commits to the payment of tuition fees.

Students who persistently fail to make payment of fees may be subject to a range of sanctions, including withdrawal of library and IT access, results not ratified at boards, withdrawal from studies and with-holding of award certificates, and finally the revoking of enrolment at the University.

If you are an international student the revoking of your enrolment means we will inform the Home Office and you will be required to return to your home country. Please refer to your University of Sunderland International Agreement 2014/5 for information relating to the Universities obligations as your sponsor.

If you experience difficulty paying your fees, take immediate action and contact the Financial Advice Service or the Credit Control Team to work towards a resolution.

Financial Advice Service

The University understands it can sometimes be difficult for students to manage their finances and provides a Financial Advice Service. The advisors are able to advise about award applications and entitlements and assist students in financial difficulties.

To access the Financial Advice Service you can

- Call in at the Enquiry Desk in the Gateway, City Campus
- By telephone on (0191) 515 2933
- E-mail studentfinancialadvice@sunderland.ac.uk

Credit Control Team

The Credit Control Team are responsible for the collection of student fees. If you are having difficulty meeting your payments it is important to let the Credit Control Team know as soon as possible. If you contact them quickly, they will make every effort to work with you to agree a revised payment plan.

To contact the Credit Control Team you can

- By telephone on (0191) 515 3717
- E-mail creditcontrol@sunderland.ac.uk

If you are a London Campus student you can contact our on-site Credit Control Team at London Campus in the first instance on

- By telephone on 020 7531 7333
- E-mail creditcontrol.london@sunderland.ac.uk

4.6 Withdrawals, Leave of Absence and Course Transfers

4.6.1 University withdrawal refund policy

The University is committed to supporting all students to successfully complete their period of study, but understands that in some circumstances students will not be able to do so.

Students considering withdrawal from their course of study are strongly advised to contact Student Records as soon as possible. They can confirm the amended fee a student will be charged for their studies based on their own individual circumstances. If you are an International Student you should also contact the International Support Team for additional information and advice.

If you decide to terminate your studies before completion, it is important to complete a Withdrawal Form immediately and send it to your Faculty or Partnership Office. You must receive acknowledgement of this form being received from your Faculty Office. This form is the University's evidence of your withdrawal date, failure to do so may mean you remain liable for the full tuition fee.

Forms are available from each Faculty Office or the Enquiries Desk in the Gateway at Sunderland Campus on 0191 515 2222, or London Campus on 020 7531 7333.

Students studying at a Partnership College should contact their Liaison Officer or Programme Leader to obtain a copy of the Withdrawal Form.

For Home and EU students, your date of withdrawal will affect your tuition fee charge, and the value of your loans and grants from the SLC, please seek financial advice promptly if you are considering withdrawing from your course of study.

The University charges tuition fees for students that withdraw as follows:

Full-time students – UK and EU

No fees will be charged for a withdrawal within four weeks from the **official start date** of the course of study. This date can be found on your unconditional offer letter or can be provided by Student Records or your Faculty.

For withdrawals after the agreed period:

- After 4 weeks of the official start date 25% fees due
- Attending 1st day of the second term after enrolment 50% fees due
- Attending 1st day of third term after enrolment 100% fees due

Part-time students – UK and EU

No fees will be charged for a withdrawal within four weeks from the **official start date** of the course of study. This date can be found on your unconditional offer letter or can be provided by Student Records or your Faculty.

For withdrawals after the agreed period:

- After 4 weeks of the official start date 25% fees due
- Attending 1st day of the second term after enrolment 50% fees due
- Attending 1st day of third term after enrolment 100% fees due

International students

All international students are required to make a payment to the University of a **non-refundable deposit** in order to receive a Confirmation of Acceptance of Studies letter (CAS). **The University will not make any refund of this deposit except in the circumstances in section 3.8 below.**

Full fees are due before a student can enrol on their course of study. There will be no refund of fees if a student withdraws themselves, or the University withdraws them from their course, as full fees will be due. This includes failure to get a visa or visa extension to allow continuation on a course of study already started.

Please refer to your University of Sunderland International Agreement 2014/5 for information relating to the Universities obligations as your sponsor.

4.6.2 University leave of absence (LOAB) refund policy

In exceptional circumstances, students may request a leave of absence from the University during their period of study. A leave of absence can only be agreed with the student's programme leader, and in compliance with the University of Sunderland's Leave of Absence policy, see below for guidance. Please refer to the Leave of Absence policy for full details.

If you decide to request a leave of absence from your studies before completion, it is important to complete a LOAB Form immediately and send it to your Faculty or Partnership Office. You must receive acknowledgement of this form being received

from your Faculty Office. This form is the University's evidence of your leave of absence date, failure to do so may mean you remain liable for the full tuition fee. Forms are available from each Faculty Office or the Enquiries Desk in the Gateway at Sunderland Campus on 0191 515 2222, or London Campus on 020 7531 7333. Students studying at a Partnership College should contact their Liaison Officer or Programme Leader to obtain a copy of the LOAB Form. If you are an international student you should contact the International Support Team for additional information and advice.

Full-time students UK and EU

Contact Student Records for the full implications of applying for a leave of absence from your course of study. If you are granted a leave of absence the following will apply:

- Attending 1st day of the first term after enrolment 25% fees due
- Attending 1st day of the second term after enrolment 50% fees due
- Attending 1st day of third term after enrolment 100% fees due

Part-time students (Course and Modular Fees) – UK and EU

Contact Student Records for the full implications of applying for a leave of absence from your course of study. If you are granted a leave of absence the following will apply:

- Attending 1st day of the first term after enrolment 25% fees due
- Attending 1st day of the second term after enrolment 50% fees due
- Attending 1st day of third term after enrolment 100% fees due

International Students

If a leave of absence is granted at any time during the academic year full fees will be due. Students will not be eligible for a refund.

Please refer to your University of Sunderland International Agreement 2014/5 for information relating to the Universities obligations as your sponsor.

Returning to complete on a full time basis – UK and EU

The student will be charged the difference between what has already been invoiced and the programme price for the academic year in which they are returning. If a

student has failed any module prior to taking a leave of absence they will be charged for the repeat modules at the module rate for the academic year they are returning.

Returning to complete on a part-time basis – UK and EU

The student will be charged for any module they have undertaken and failed prior to the date of their leave of absence. They will be charged the module rate for the academic year they are returning.

4.6.3 Course Transfers within the University of Sunderland – UK and EU

All students wishing to transfer to another course within the University or change their mode of attendance **MUST** complete a Transfer Form which must be approved and authorised by the Programme Leader of the course they are leaving and the Programme Leader of the new course they are joining.

Forms are available from each Faculty Office or the Enquiries Desk in the Gateway at Sunderland Campus on 0191 515 2222, or London Campus on 020 7531 7333.

Students studying at a Partnership College should contact their Liaison Officer or Programme Leader to obtain a copy of the Transfer Form.

If you are an international student you should contact the International Support Team for additional information and advice.

Programmes are charged at different rates depending on the type of programme. The student will be charged the appropriate set programme fee which may be higher or lower than the original programme fee.

The transferring of programmes or changing mode of study may affect financial entitlement to student support. It is important that students considering any changes to study should contact the University of Sunderland Financial Advisors in the first instance to discuss the implications on funding.

4.7 University policy for the processing of tuition fee refunds

The University will only make a refund on the specific request of a student.

The circumstances where the University will consider making a refund include:

- Refund of deposits to international students who produce a visa refusal letter after failing to obtain a visa to enter the UK to start a programme of study
- Refund of deposits to international students applying from within the UK who produce a visa refusal letter after failing to obtain a visa to enable them to start their main course of study
- Refund of deposits if the University cancels the chosen course of study

Claims for refunds in these circumstances must be made **within 3 months** of the official start date of your course. A student can send a refund request letter to:

The Revenue Section
University of Sunderland
2nd Floor, Edinburgh Building
Chester Road
Sunderland
SR1 3SD
Tel (0191) 515 5455

International applicants should contact their regional office to request a refund. Payments in excess of the deposit can be refunded if a student does not start their programme of study.

The form or letter must include any evidence in support of the request (e.g. visa refusal letter).

In order to comply with its obligations under UK money laundering legislation, the University is unable to make any refunds in cash. Refunds can only be made to the original person making the payment. Please note this means that student fees paid by sponsors, parents or regional offices cannot be refunded personally.

All payments of deposits for course fees made to the University are **non-refundable** (except where an international student fails to obtain a visa to enter the UK to start a programme of study, or fails to obtain a visa to start a programme of study from within the UK, or the University cancels the course as explained above).

International students starting on a programme of study at the University of Sunderland require a visa. If the visa that is used to enrol on the programme with expires before the end of that programme, and they fail to obtain a visa extension to continue, the student's exit from the programme will be processed under the Withdrawal Policy, **not** the Failure to Obtain a Visa Policy.

The Failure to Obtain a Visa Policy applies only to those students who were not granted Entry Clearance into the United Kingdom to start a programme of study, or who failed to obtain a visa to enable them to begin their main course of study at the University of Sunderland while applying from within the UK.

4.8 Accommodation Fees

In the event of a withdrawal or if a student fails to take up a place, the University will make charges or retain pre booking fees for accommodation as follows:

Prior to the commencement of the contract

In the event of an applicant's offer to study being withdrawn by the University or the applicant failing to take up a programme of study, the University will retain £50 of the pre booking fee paid (to cover reasonable administration costs)

Once the Contract has commenced

Only in the event of withdrawal from study will a refund/cancellation of accommodation fees be considered whereby a 28 day notice period will be charged, calculated from the 1st day the student advised of intention to withdraw. Otherwise full accommodation fees will be due to the end of the contract date.

Full details of other terms and conditions relating to University managed accommodation can be found in the Accommodation Code of Practice or by consulting the accommodation office.

If you have a query regarding your accommodation you should contact the accommodation office direct:

- Call in at the Enquiry Desk in the Gateway, City Campus
- By telephone on (0191) 515 2943
- E-mail residentialservices@sunderland.ac.uk

5. GUIDANCE AND REGULATIONS ON ACADEMIC INTEGRITY AND ACADEMIC MISCONDUCT

(UNDERGRADUATE AND POST-GRADUATE PROGRAMMES)

The University publishes guidance on how to properly reference your work, and how to avoid plagiarism (“the unacknowledged insertion into a student’s work of material taken from the work, published or unpublished, of another person”) in **Academic Integrity and Academic Misconduct – A Guide**. You should read this carefully to ensure that you understand what plagiarism is, and how to avoid it.

Where the University suspects that a student has plagiarised work, or where it is suspected that a student has cheated or otherwise infringed the University’s assessment regulations, the case is dealt with under the Academic Misconduct Regulations. Depending on the severity of the case, this may be dealt with by a module leader, or may go to a Faculty Academic Misconduct Panel, which determines whether an infringement has taken place, and recommends a penalty to the Assessment Board. Penalties can include failure of the assessment, having to repeat the module, or in serious cases of academic misconduct, having to leave the University.

Both the Guide and Regulations can be found at:

www.sunderland.ac.uk/regulations

6. Extenuating Circumstances

The University has a procedure to deal with events which affect your work but which are not predictable and are beyond your control, for example, illness, either by short term extension or by other measures such as deferral of a piece of work (allowing you to submit it at a later assessment point).

You can find the procedure here:

www.sunderland.ac.uk/regulations

Important Note: You should note that the policy (like that of many universities) takes the view that **by sitting an examination or handing in an assessment, a student has deemed her/himself fit, and no subsequent claim for extenuating circumstances will be considered.** Your Faculty will publish deadlines for the submission of such claims prior to the assessment, and it is important that you are aware that such claims must be made by the deadline, as after it has passed a claim will not be considered unless there are very exceptional circumstances.

7. Leave of absence policy

7.1 Definition

Leave of Absence is a period of time where a current enrolled student of the University, who is considered to be in good academic standing, is formally granted leave to be absent from their studies. The period of leave that is being requested is for a substantial period of time which would render the student unable to successfully complete their current semester, year, or academic stage. This policy applies to all students who are studying full or part time with the University, and is inclusive of those students who study both on-campus and off-campus.

The judgement of being in good academic standing is to be taken by the programme leader and subsequently by the Faculty Mitigating Circumstances Panel. This judgement should take into account the individual students academic performance to date within the current academic year and their circumstances. It is a position that would allow the student to continue un-hindered with their studies at a suitable future date without additional support. It should be recognised that a student's reason for taking a leave of absence could have had a negative effect on their academic performance and in this case the agreed return date should reflect a time where they can rejoin the course unimpeded.

If a student is assessed to be not in good academic standing the student should be advised to withdraw from the programme, and when ready, to reapply for a place on the programme using the normal admissions process through which academic suitability and entry criteria for the programme can be reassessed. It must be noted that any student who is required to undergo the admissions process cannot be guaranteed a future place.

The judgement of a substantial period of time is to be taken by the Programme Leader. The judgement should take into account the programme academic requirements and the student's individual circumstances. It is a position where the student needs to be absent for a time period that would substantially hinder the student from progressing successfully through their current year of study. This is compared to shorter periods of time which are not likely to affect academic progression which could be better managed through the Absence Management Policy (i.e. days/weeks compared to months).

6.1a Examples of Personal Reasons for Leave of Absence

- Student Request
- Medical: serious illness or injury.
- Bereavement or serious illness of close family relatives

- Traumatic experience
- Carer responsibilities
- Family responsibilities
- Financial

6.1b Example of University Requirement for a Leave of Absence

- University Enforced for academic reasons

This may relate to students who plan to return from a personal leave of absence or students who have failed modules and need to repeat. It may be that the module is not running until the next semester or that a progression module is no longer running.

7.2 Purpose

A student who has been accepted onto a programme of study is expected to remain in continuous enrolment, either full-time or part-time, throughout their programme. Students who fail to enrol for a period of more than 12 months will be considered to have withdrawn from their programme.

During their study a student may experience compelling personal circumstances such that the student wishes to suspend their studies and temporarily leave the University. In this case the student may apply for an approved period of extended leave. This policy is intended to give guidance on the eligibility, requirements, the procedure and duration of an approved period of extended leave from studies

In some cases (usually on health grounds) a Faculty Programme Assessment Board may require a student to take a period of leave. In this case, the Exclusion of Students on Health Grounds procedure should be invoked.

7.3 Eligibility

- The student must be enrolled with the University and have completed the first semester/term of their first year of study. A student who has not completed their first semester/term of their first year of study must formally withdraw from the University and reapply through the normal admissions process should they wish to resume their studies. The Faculty Administration Manager is responsible for formally recording the student's withdrawal from the University's register.
- The student must be considered to be in good academic standing for the current academic year. A position that would allow the student to continue unhindered with their studies at a suitable future date of return.(refer above)

- The student must apply for a Leave of Absence before the leave period commences. Formal approval should not be granted on a retrospective basis. Absence that has occurred prior to a Leave of Absence being approved should be managed through the Absence Management Policy. Should a student take a substantial period of an unauthorised absence the programme leader should contact the student and advise the student that their absence could prevent them from successfully completing their studies. If their absence remains unauthorised that this will lead to the student being formally withdrawn from the University by means of the relevant provisions in the Absence Management policy and the Academic Regulations. The Faculty Administration Manager is responsible for formally recording the student's withdrawal from the University's register.
- The student must demonstrate a firm intention to return with the approved period of leave stating clearly the expected start and return dates.
- The student must sign a Return to Study form to acknowledge that they understand the process requirements to re-enter their programme without undertaking the admissions process and acknowledge they are aware of the consequences if they fail to return at the agreed date.
- The student must acknowledge that they are aware of financial consequences that can be attached to taking an extended period of leave with respect to the government student support regulations (Student Loan Company), University fees, accommodation charges, eligibility for University bursaries, and eligibility for state benefits e.g. Council Tax.
- An International student (student whose domicile is located outside the EU) must acknowledge that they are aware of the implications for their current visa where their eligibility to remain legally in the UK will be rescinded. Students with a Tier 4 visa must request a new CAS Letter so that they can apply for a new visa before returning for the agreed date.
- The student must acknowledge that they are aware there is the possibility that programme structures may change, modules may be withdrawn and staff may leave during their period of absence, and that it may not merely be possible, on their return, to resume a particular programme at the exact point of suspension with all existing options available

7.4 Process

- In the first instance the student must inform their Programme Leader in writing by either letter or email of their request to undertake a period of leave. The student should state the reason for their intended leave.
- If the student is deemed to be not in good academic standing and/or be in their first semester/term of their studies. The student should be informed

that they are required to withdraw from the University's register and should they subsequently wish to resume their studies they re-enter the University following the normal admissions process.

- Programme Leader will be responsible for ensuring that the student completes a Leave of Absence form and a Return to Study form both are required to be signed by the student. This must include the reason for the leave of absence and the agreed start and end dates, and where appropriate provision of documentary evidence supporting the student's application.
- Before a Leave of Absence form is signed by the student, the Programme Leader must direct the student to seek the advice and information that is appropriate for the student to understand the implications of taking a Leave of Absence. The student and the relevant University Service must confirm to the Programme Leader by way of signature on the Leave of Absence form, that this process has been completed.

- **International students must meet with the International Support Team** to ensure that visa regulations are upheld. An international student must leave the UK within two weeks from the Leave of Absence start date and may not return until two weeks before the end of the Leave of Absence.

- **Visa implications**

Students must be made aware of the implications for their current visa where their eligibility to remain legally in the UK will be rescinded once enrolment is suspended. Students with a Tier 4 visa will have their CAS reported on to the Home Office. The University will report that we have stopped sponsoring as you have deferred your studies. The Home Office will take steps to withdraw your visa.

As an overseas student with a visa to allow you to study in the UK you will be required to return to your home country once your absence has been approved. You will be asked to provide evidence that you have booked your flight home.

- **Taking a Leave of Absence can have an adverse financial effect.** All students wishing to take a leave of absence should be strongly advised to seek financial advice from the University's Department of Student Records, Finance Department, the University's Financial Advice Service and, if appropriate, the University Accommodation Service to ensure the student is aware of:-
 - The relevant regulations on University fees, bursaries and any charges relating to university accommodation.
 - The terms of government student support regulations. (i.e. Student Loan Company).

- Their eligibility for any beneficial financial support they may be entitled to and access to referral support to appropriate external agencies.

It is important that the student is aware of the negative financial implications attached to taking a leave of absence this is both at/during the time of their leave and any consequences this may have for their return. Please refer to the refund policy in the student handbook. **University leave of absence (LOAB) refund policy (Point 3.6.2)**

- Students seeking a Leave of Absence on medical grounds should be encouraged to discuss their case with the University's Health and Wellbeing team so that, if required, appropriate referral support during the leave of absence can be identified taking into account individual circumstances.
- The Programme Leader must seek a recommendation from the Faculty Mitigating Circumstances Panel who will consider whether the student is eligible to undertake a Leave of Absence and that the student's extenuating circumstances are such that they necessitate a Leave of Absence.
- A Leave of Absence, including its duration, is formally approved at the discretion of the Chair of the Assessment Board following consideration of the particular circumstances of the student and the student's academic record, supported by recommendation from the Programme Leader and the Faculty Mitigating Circumstances Panel. This process is to be facilitated in a timely manner through Chairs Action.
- The Faculty Administration Manager is responsible for ensuring that there is a nominated member of Faculty administration staff who is responsible for managing leave of absence records. Subsequent to a Leave of Absence approval the nominated member of staff will be responsible for processing correctly the student record to reflect the student's Leave of Absence status. This includes the agreed start and end dates, that all completed forms and supporting evidence are retained, by the faculty.

7.5 Duration

A Leave of Absence request should be approved for no more than one calendar year which will allow a student to re-join their programme of study at a position appropriate to that at which they left. If a Leave of Absence is shorter than a year the Programme Leader must consider the appropriate timing of return given the programme/module structure. This may result in a University enforced leave of absence for academic reasons. The student's absence will start from the original due back date and end on the date that the student will re-join the course at the start of the module.

If a student does not return on the agreed date or requires a further extension to their Leave of Absence, the student should be formally withdrawn from the University. This is preferable to maintaining an ongoing commitment to a student, where the course may develop significantly over a period of time or be withdrawn, and the student's prior academic knowledge may no longer be current or relevant.

7.6 Return to Study

The nominated member of Faculty administration staff responsible for managing leave of absence records must contact the student in good time (i.e. 6 weeks) before his/her agreed return to study date to re-establish the student's intention. The Programme Leader is to offer advice and to set out the student's options.

- Should the student wish to resume their studies as agreed then a declaration is required that there are no ongoing support needs on return that have not been discussed with the appropriate University support department. If a student has been on a Leave of Absence due to medical grounds they must provide confirmation of their fitness to return. A fitness certificate can be obtained from their General Medical Practitioner.
- A Leave of Absence student cannot return to the University if they are not up-to-date with their financial responsibilities. It is the student's responsibility to ensure that all outstanding debt owed to the University is paid in full before the agreed return date. A Leave of Absence student in this position will not be allowed to Re-enrol. The student should be advised to contact the University's Finance Department to arrange payment.
- If a student states they do not wish to return the student should be advised that they need to formally withdraw from the University Register. The Student will need to complete a University Withdrawal form.
- If a student states they do not wish to return on the agreed return date but seeks authorisation to extend their leave of absence they should be advised to make a new application for a leave of absence. This can only be processed if the new application does not, in combination with the original period of leave, exceed the calendar year limit. If the calendar year limit is exceeded the student should be advised that they will need to be formally withdraw from the University Register by completing the Withdrawal form and, when ready, to reapply for a place through the normal admissions process.
- If a student fails to return to their studies at the agreed date the Faculty Administration Manager is responsible for ensuring that their withdrawal is correctly recorded against the student's record upon receipt of the Withdrawal form. The student's record end date will be the end date of the agreed period of absence.

A former (withdrawn) student, who wishes to be re-admitted to a programme of study, should submit an application form including, if applicable, a request for exemption for any previous academic achievement gained whilst at the University. The Admissions Manager will require evidence of the student's suitability in terms of entry qualifications to resume studies. The student must be advised that a place on the programme is not guaranteed.

Note if you are an International Student who requires a Tier 4 visa to study in the UK then you will need to request a new CAS to allow you to apply for a visa in your home country.

7.7 Benefits

During a period of approved leave the student will remain a member of the University with the right to return to complete their studies without having to undergo the admissions process. They will retain the right to hold a campus card and have access to the University's student support facilities with the exception of accommodation. The student should acknowledge that they are aware that at times of high demand priority may be given to current attending students.

8. Student Conduct during Assessments

The responsibilities of students during assessments are detailed at:

<http://services.sunderland.ac.uk/academic-services/academic-admin/examinationandassessmentprocedures/>

You are responsible for noting correctly the dates, times and place of your assessments and should check regularly for any changes to your timetable. Examination Timetables are available from the following website:

<http://services.sunderland.ac.uk/academic-services/academic-admin/examinationtimetablesandpublicationdates/>

Timetables on this site are the **DEFINITIVE VERSION** and are updated with changes as and when received (All changes are shown in red).

If you find there is a discrepancy between information previously given to you and that contained on the timetables on this website you **MUST** contact Academic Administration (0191 5152091) immediately to check this out.

9. Student complaints, appeals, disciplinary and related procedures

The regulations for all of the procedures in this section (Student Complaint Procedure, Academic Appeals Procedure, Student Discipline, Fitness to Practise, Exclusion on Health Grounds) can be found at:

www.sunderland.ac.uk/regulations

Follow the link titled Complaints, Appeals and Disciplinary Procedures.

The Student Complaint Procedure

We focus on partnerships because we believe that the best way to improve the University is to improve communication between students and staff.

“If you are still not happy with the response and any proposed solution, you can take your complaint further through the formal Student Complaints Procedure. Please contact Academic Services, 2nd Floor, Edinburgh Building. (Tel: 0191 5152941) for advice on the process, or the Students’ Union for advice on the process and advocacy and support.”

- **A level or programme leader**
- **If you are a postgraduate student, the postgraduate tutor**
- **The Dean of your Faculty**
- **The Director of the Service you are complaining about.**

If you feel that your problem has not been sorted out properly you should contact Academic Services, 2nd Floor, Edinburgh Building. (Tel: 0191 5152941) or the Students’ Union. They can help you take your complaint further through the formal procedure.

Academic Appeals

If you wish to challenge an assessment decision (for example, award, module results, and progression and withdrawal) you should refer to the Academic Appeals Procedure. Please note you must demonstrate grounds for appeal as defined in the procedure, disagreement with academic judgment (for example, simply considering that you think you should have got a higher mark) is not sufficient grounds for appeal.

Student Disciplinary Regulations

All students give an undertaking at enrolment to abide by the rules and regulations of the University, including those relating to conduct and discipline. The student disciplinary regulations outline what the University considers to be unacceptable

behaviour on the part of students, and the processes which exist for dealing with it. Students who face allegations of misconduct may obtain advice and support from the Students' Union.

Fitness to Practise

The University operates a number of professional programmes where students must demonstrate skills and standards of professional behaviour as well as academic ability, and issues from time to time arise over whether a student's behaviour or health gives cause for concern about their fitness or suitability to practise in the professional area concerned. The University also operates programmes where students engage with placement activity, for which similar concerns may arise about a student's fitness or suitability to participate in that activity.

In either case, these concerns might not be of a kind which would prevent a student from continuing studies on campus, but the University has a responsibility to those members of the public who come into contact with students on placement, to its partners in placement and professional practise, and to professional, statutory and regulatory bodies to ensure that where they arise in a professional or placement context, such concerns are dealt with.

The Fitness to Practise Regulations (please check in your programme handbook whether any programme specific regulations apply) govern how the University does so, in relation to existing students. Fitness to Practise issues affecting admission to University are not dealt with in this process, and it remains the responsibility of the student when making an application to declare relevant fitness to practise issues and to be clear about their responsibility in understanding the impact that these issues might have on their ability to gain employment or be approved to practise.

Suspension on Health Grounds

During the course of their study, a student may become either physically or mentally unwell in a way which results in a significantly impaired ability to conduct his or her studies, or which means that the student is considered to pose a risk to him or herself, or to others, or of disruption to the operation of the University. In such cases the University will take reasonable steps to help and support the student. There may though come a point when it is apparent that in the interests of the student's own health and welfare, or those of other students and staff, it is not appropriate for the student to continue with his or her studies.

The Regulations relating to the Exclusion of Students on Health Grounds are intended to manage such situations where it is necessary to temporarily suspend, or to exclude, a student from study on health grounds.

10. Student Email

The University has agreed a new policy on the use of email.

All students of the University of Sunderland are given a University of Sunderland email address at the time of first enrolment.

The University has agreed a policy that all email communication with students will be through the address provided by the university and although students will have the ability to forward their email to another personal email service (such as hotmail or google) the University will always communicate through the email address provided by the institution.

You will need to check your University email inbox on a regular basis, to ensure that you receive all communications sent to you. This enables us to communicate with you electronically in a reliable and effective way. E.g. The University will use this method of contact in the first instance for both Scholarship Payment Notifications and Overdue Account Reminders.

University email accounts and Sunspace are both channels through which important information may be provided.

Your Email account will only be available while you are enrolled as a student with the University. It will be disabled and the contents permanently deleted after you are no longer an enrolled student and you should therefore take steps before you leave to remove and store elsewhere any data which you wish to keep. A message will be sent to the email address before the account is closed with information on moving messages to other services to give you time to move them.

11. Dignity at Work Policy and Procedure for Employees

'The University of Sunderland is an equal opportunities employer and as such is committed to eliminating harassment and bullying to create a productive environment where everyone is treated with respect.'

Every employee or student of the University should be aware that all forms of harassment are unacceptable and that everyone has a duty to behave in an acceptable and appropriate manner. Colleagues are required to set professional standards of behaviour and to take appropriate action with regards to other employees or students who exhibit unacceptable behaviour. This can range from seeking and giving informal advice and guidance to disciplinary action depending on the nature and seriousness of the problem.

The University of Sunderland undertakes to treat reports of harassment with understanding and support in order that unacceptable behaviour and practices are brought into the open and eliminated. A level of confidentiality consistent with effective investigation and any subsequent action will be maintained by all those involved in any formal or informal procedure.

Allegations of harassment may be resolved through informal or formal procedures. Where an allegation can not be resolved informally, formal allegations can be pursued through a grievance or disciplinary investigation
Policy and Guidance

11.1 Aims

Dignity at Work aims for the promotion of a workplace/place of study which recognises and respects individual difference and which rejects harassment as destructive, to the recipient, the harasser and the University.

11.2 What is Harassment?

Harassment can be any unwanted attention or behaviour that a person finds objectionable or offensive and which makes them feel threatened or uncomfortable, leading to a loss of dignity or self-respect. It is not the intent of the harasser but the impact on the recipient that defines harassment. Continued harassment can lead to

- loss of confidence,
- demotivation,
- poor team working,
- short term and long term absence, and

- high staff or student turnover.

11.3 Forms of Harassment

Sexual harassment

Sexual harassment can be defined as unwanted conduct of a sexual nature or other conduct based on gender, which is offensive to the recipient and affects the dignity or well being of men or women. It involves the use of power rather than personal relationships freely entered into and acceptable to those involved. Within the meaning of the Sex Discrimination Act 1975, sexual harassment constitutes sex discrimination and is therefore unlawful.

Examples include

- Negative or stereotypical comments about the ability to work or study by one or other gender,
- Unwanted physical contact or demands for sexual favours,
- The worsening of conditions after a rejection of sexual advances,
- Invasion of personal space,
- Unwelcome sexual remarks such as jokes, innuendo or teasing,
- The display of pin-ups, pornographic pictures, sexually suggestive subjects or offensive objects,
- Unwelcome remarks about a person's dress or appearance,
- Offensive email messages.

Racial harassment

Racial harassment can be defined as unwanted conduct of a racial nature, or other conduct based on race, colour, ethnic or national origin, or conduct which is offensive or which affects the dignity or well being of an individual. Within the meaning of the Race Relations Act 1976, racial harassment constitutes racial discrimination and is therefore unlawful.

Examples include

- Racist language and racist jokes or derogatory statements about national origin,
- Racist graffiti or the display of racially offensive material,
- Physical attacks on individuals or their property because of their race or ethnicity,
- Racist email messages.

Harassment on the grounds of disability.

This can be defined as words, actions or other conduct which ridicules, intimidates or threatens an individual because of their disability and which affects the dignity or well being of the individual. Within the meaning of the Disability Discrimination Act 1995, harassment on the grounds of disability is discrimination and is therefore unlawful.

Examples include

- Patronising remarks, belittling comments or assumptions based on the person's disability,
- Mimicking the particular disability,
- Unwanted comments on any employment/study aids used,
- Exclusion from conversation or social activities,
- Offensive email messages.

Harassment on the grounds of sexual orientation.

This can be defined as words, actions or other conduct which ridicules, intimidates or threatens individuals because of their sexual orientation, and which affects the dignity or well being of the individual.

Examples include

- Offensive comments or language,
- Anti lesbian or gay jokes,
- Threatening to publicise that a colleague or student is gay or lesbian,
- Exclusion from social activities,
- Physical attacks on individuals or their property because of their sexuality,
- Offensive email messages.

Within the meaning of the Employment Equality (Sexual Orientation) Regulations 2003, harassment on the grounds of sexual orientation is discrimination and is therefore unlawful.

Harassment on the grounds of religion or belief.

This can be defined as words, actions or other conduct which ridicules, intimidates or threatens individuals because of their religion or belief, and which affects the dignity or well being of the individual.

Examples include

- Offensive comments or language,
- Exclusion from social activities,
- Physical attacks on individuals or their property because of their religion or belief,
- Offensive email messages.

Within the meaning of the Employment Equality (Religion or Belief) Regulations 2003, harassment on the grounds of religion or belief is discrimination and is therefore unlawful.

Bullying

Bullying is harassment which is not based on race, sex, or any other personal factor. As with other forms of harassment, it can be defined as words, actions or other conduct which ridicules, intimidates or threatens and affects individual dignity and well being. It may take many forms and may not be easy to recognise. Reasonable and lawful requests from management, teaching staff or students, will not constitute bullying. As well as via any internal procedures, under the Protection from Harassment Act 1997, bullying behaviour can be dealt with as a criminal offence or through the civil courts.

Examples include

- Physical or verbal aggression,
- Offensive language or threatening behaviour,
- Unreasonable behaviour,
- Non co-operation or isolation,
- Victimisation or intimidation,
- Unlawful or unreasonable management requests,
- Work overload,
- Inappropriate threats of disciplinary action,
- Inappropriate use of email.

Harassment from members of the public

Employees working with the public may at times be subjected to racist, sexual or other offensive language from the public. Where this happens, management, supervisors and colleagues should be aware of the positive role that they can play by presenting united opposition to offensive behaviour which may single out an employee. In addition managers and supervisors should be aware of the support services via the network of Harassment Advisors or Personnel Department if necessary. Where the behaviour constitutes a criminal offence, consideration should be given to using the appropriate statutory powers.

11.4 Confidentiality

During and following any investigation every effort must be made by the complainant, alleged harasser, witnesses, line managers, and tutors to maintain confidentiality. In the context of such cases confidentiality means information only being divulged to other parties on a strict 'need to know' basis.

In certain circumstances where the allegation constitutes an unacceptable risk to the complainant, to another person, or to the University it may not be possible to maintain confidentiality and the person hearing the detail of the complaint will have a duty to advise the complainant of this and take further action.

11.5 Malicious Complaints

Any employee or student who brings a complaint in good faith will not suffer victimisation for bringing the complaint. If however the investigation shows that the complaint was brought maliciously, disciplinary action may be taken against the complainant.

11.6 Anonymous Allegations

The University does not encourage the making of anonymous allegations. It does encourage employees to put their names to any allegations made. The University will only consider anonymous allegations in exceptional circumstances, and any decision to consider an anonymous allegation will be at the absolute discretion of the University. In exercising this discretion, factors to be taken into account will include

- the seriousness of the issue raised,
- the credibility of the concern, and
- the likelihood of being able to confirm the allegation.

11.7 What you should do if you feel you are Experiencing Harassment

A number of options are available to employees who feel they may be experiencing harassment whether from a colleague, an employee from another Department or School, a student or a member of the public. The University has a number of trained Harassment Advisors. The aim of the network of Harassment Advisors is to give initial support to employees, to listen to the concern, without judgement, and to present the options available for further action to anyone who believes they are experiencing harassment.

Employees may also seek advice from their Manager, the Employee Relations Advisors within Personnel Department and/or a Trade Union Representative.

If it is at all possible, employees should in the first instance attempt resolution with the person causing the problem(s). The aim would be to arrive at mutual understanding of

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the behaviour or incident causing the problem(s), with agreed guidelines for future behaviour. This means the person making the complaint could

- explain either orally or in writing what the behaviour was,
- when and where it occurred,
- confirm that they consider the behaviour to be offensive,
- why they require it to stop, and
- how they expect to be treated in the future.

If it is not possible to do this the person making the complaint should raise the issue with their line manager if possible. If this is not possible because the complaint is against their line manager, and they feel unable to approach him/her, they should raise the issue with the Personnel Department. Alternatively advice and support may be sought via the network of Harassment Advisors, and/or a Trade Union Representative.

The aim of this approach is to seek to stop harassment where it occurs and to assist all parties to work together in a professional and dignified manner. Where harassment has taken place line management should ensure that the harasser is clear about why their actions/behaviour were unacceptable.

11.8 If you are Unable to Resolve the Problem through this Initial or Informal Process, what should you do?

Attempts to resolve problems informally are without prejudice to the formal procedures of either grievance or discipline. These procedures are outlined below.

11.9 The Grievance Procedure

If the harassment continues or the employee making the complaint does not believe the informal approach has worked, or believes that it would not work, you may seek resolution of the problem through the Grievance Procedure. To do that you must complete a formal Grievance Form. Copies of the form, advice on its completion, and the process are available from the Employee Relations Section of Personnel Department and/or a Trade Union Representative.

11.10 The Disciplinary Procedure

In cases where a serious allegation is made or where the conduct complained of is persistent, the University may consider invoking the Disciplinary Procedure. (Advice on the applicability of the Disciplinary Procedure is available from the Employee Relations Section of Personnel Department and from Trade Union Representatives).

Where the allegation is of a serious nature, and where circumstances require, the University reserves the right to suspend the alleged harasser during the necessary investigation of the complaint.

Alternatively, during the course of any investigation it may be necessary to separate individuals involved and alternative working practices may have to be put into operation. Any changes to working arrangement will be discussed fully with those involved.

The Director of Personnel, in consultation with the appropriate Pro Vice Chancellor, will determine the appropriate colleague to undertake any investigation on her/his behalf.

11.11 Possible Outcomes

Possible outcomes of the formal procedures include

- no further action,
- confirmation of there being 'no case to answer' by the alleged harasser,
- informal resolution, e.g. conciliation,
- staff development for the alleged harasser,
- written or final written warnings as to future conduct,
- changing the workplace location for one or more individuals involved,
- dismissal.

11.12 What you can do if someone Claims you are Harassing Them

Advice or support may be sought from the Employee Relations Advisors, a Trade Union Representative, a colleague or one of the Harassment Advisors for any employee who it is claimed is harassing or bullying someone.

12. Equality and Diversity Statement

The University of Sunderland celebrates and values the diversity of all students and staff. We are a multicultural community that values and promotes equality and diversity. We do not tolerate discriminatory practices of any kind. In line with our strategic aims, we work to continue to deliver a positive environment for the conduct of all our activities, where all members of our community treat one another with mutual respect and dignity. Through our policies and practices we work to ensure that all students and staff are welcome in our community and do not face discrimination with regard to any aspect of their identity, such as race, disability, gender, age, religion and belief or sexual orientation.

13.0 CODE OF PRACTICE RELATING TO UNIVERSITY OF SUNDERLAND STUDENTS' UNION

Section 22 of the Education Act 1994 (the "Act") requires governing bodies of universities to take steps as are reasonably practicable to secure that any students' union at the university operates in a fair and democratic manner and is accountable for its finances.

This Code of Practice has been published by the Board of Governors of the University of Sunderland in accordance with the requirements of S22 (3) of the Act which provides that the Board of Governors shall prepare and issue and, where necessary revise a code of practice setting out details of arrangements made to secure observance of the requirements under the Act relating to Students' Unions.

The requirements set out under the Act comprise matters relating to:

- Constitution
- Membership
- Elections
- Finance
- Affiliations
- Complaints
- Notification requirements

13.1 Constitution/Articles of Association

The Students' Union, now a company limited by guarantee, has articles of Association ("Articles") approved by the Board of Governors of the University in accordance with the provisions of Article 12 of the University's Articles of Government. The Articles replace the previous constitution that was approved by the Board of Governors for the Union as a previously unincorporated association.

The Constitutional Committee of the Union will review the Articles at regular intervals and make any proposals for amendment to the Articles to the Union's Board of Trustees as deemed appropriate. Any amendments to the Students' Union Articles must be submitted to and approved by the Board of Governors before any such amendments can take legal effect.

In addition to the above, the Board of Governors has resolved to review and, where necessary, revise the Students' Union Articles in consultation with the Students' Union every five years and have instructed the Clerk of the Board of Governors accordingly.

13.2 Membership

Any enrolled student has the right not to be a member of the Students' Union if he/she wishes and not to be unfairly disadvantaged by reason of having exercised that right

Students wishing not to be members of the Students' Union must indicate that wish in writing by completing and returning the relevant form (available from the Students' Union reception) in accordance with the procedure for opting out membership as set out in the Union's bye-laws. The decision to opt out of membership will remain effective for the duration of their current academic year unless they take specific action to resume membership. Students wishing to opt out in following academic years will need to complete the form again at the start of each academic year. Students may opt out only once in each academic year but can opt in again within 60 working days of opting out. Those wishing to resume membership should do so by indicating their wish in writing to the President of USSU, c/o the Students' Union Chief Executive.

13.3 Elections

Elections to all Students' Union offices shall be by secret, cross-campus ballot in which all members (as so permitted by the Articles) are entitled to vote and conducted in accordance with the election arrangements set out in the Union's Bye-Laws.

The Board of Governors will satisfy itself that the elections are fairly and properly conducted and be advised thereon by the Clerk of the Board of Governors who will receive an annual report from the Students' Union Chief Executive as Returning Officer.

The Articles of the Students' Union require all elections to be by secret, cross campus ballot and conducted in accordance with the election arrangements set out in the Union's By-Laws and sets out the responsibilities of the Students' Union Chief Executive in his/her capacity as Returning Officer.

Any student who believes that the approved electoral arrangements have not been fairly and properly conducted should raise the matter with the Students' Union Chief Executive as Returning Officer. Issues so raised will be included in the Students' Union Chief Executive's annual report. Where the issue relates to the Returning Officer the matter should be raised with the President.

No person shall hold sabbatical office or paid elected union office for more than two years in total at the University.

13.4 Finance

The Students' Union, through its Board of Trustees, is responsible for the proper conduct of its financial affairs and for ensuring that the funds provided to it by the

University are used only in accordance with the Education Act 1994 and other statutory and charity requirements as applicable.

The Student' Union shall require the Student's Union Chief Executive to satisfy the University that all such requirements are complied with and to advise the Students' Union if at any time action or policy is being considered which appears to the Students' Union Chief Executive to be incompatible with the terms of this Code of Practice relating to Finance and Affiliations. Should the Students' Union nevertheless decide to proceed, the Student's Union Chief Executive is required to inform the University in writing.

In particular, the Students' Union is required to:

- (i) Maintain accounts and accounting records in accordance with professional accounting principles.
- (ii) Maintain a sound system of internal financial management and control.
- (iii) Plan and conduct its financial affairs so as to ensure that its total income is at least sufficient, taking one year with another, to meet its total expenditure and that's its financial solvency is maintained.
- (iv) Obtain prior written consent of the University to the borrowing of any money for the period in excess of twelve months.
- (v) Not give any guarantees or indemnities incurring contingent liabilities other than in the course of normal business.
- (vi) Maintain adequate insurance cover for Students' Union to the University for inspection on request.
- (vii) Make available the accounts and accounting records of the Students' Union to the University inspection on request.
- (viii) Operate at all times in accordance with the financial procedures set out in the Union's bye-laws and any other Financial Regulation as may be approved by the Board of Trustees from time to time provided always that the Students' Union ensures such procedure as a minimum comply with the requirements of the Education Act 1994, the Charities Act 2006 and this Code of Practice.

Failure to comply with the financial procedures in the Code of Practice or in any statutory requirements may result in the repayment by the Students' Union of the whole or part of the funds paid to it by the University, including any interest as appropriate.

13.5 Approval of Budgets

The Students' Union shall present its proposed annual budget to the Vice-Chancellor and the University's Director of Finance by the end of March prior to the beginning of the financial year to which the budget will apply. The budget and the related advice and recommendations shall be considered for approval by the Board of Governors at the next appropriate meeting and, in any event, prior to the commencement of the new financial year.

13.6 Monitoring of the Students' Union's Expenditure

The Students' Union shall provide periodic monitoring reports of income and expenditure against budget, covering both general and commercial activities, to the University's Director of Finance in a form to be prescribed and at a frequency no less than quarterly. These reports will be made available to the University's Board of Governors for information.

13.7 Financial Reports

The Students' Union is required to:

- (i) Prepare audited accounts in accordance with generally accepted accounting principles and submit them to the University no later than 31st October each year.
- (ii) Obtain the approval of the Students' Union Board of Trustees to such accounts.
- (iii) Make copies of the Annual Financial Report and Audited Accounts available for inspection in the offices of the Students' Union and the office of the Clerk of the Board of Governors.

The audited accounts shall include a note listing:

- (i) All external organisations to which the Students' Union has made donations in the period to which accounts relate and the amounts paid to each.
- (ii) All external organisations to which the Students' Union is/was affiliated and details of subscription, fees or donations made to such organisation in the period to which the accounts relate.

If the University has not received the audited accounts by 31st October following the end of the financial year, it may require an explanation from

the President and/or the Chief Executive of the Students' Union and may then determine an appropriate course of action to ensure receipt of the audited accounts.

Allocations of Resources to Groups, Clubs, and Societies

The procedures and rules for allocating resources to groups, clubs and societies must be fair and set out in the bye-laws of the Students' Union Chief Executive.

13.8 Affiliations to External Organisations

The Students' Union decides to affiliate to an external organisation, it shall publish notice of its decision stating the name of the organisation and details of any subscription or similar fee or donation paid or proposed to be paid. A list of new affiliations shall be included in the quarterly financial report submitted to the University. This list shall also be presented to the Board of Trustees and to Union Council on a quarterly basis and displayed on designated Students' Union notice boards.

The Students' Union shall maintain a register of all current affiliations containing details of all subscriptions, fees or donations made to such organisations in the past year.

Ratification shall be sought for all affiliations currently in force at each Annual General Meeting (AGM) of the Students' Union.

The Students' Union shall set out and publish procedures in its bye-laws, under which a requisition may be made to the Union Council no more than once a year, that the question of continued affiliation to any particular external organisation be decided by secret ballot in which all members (as so permitted under the Articles) are entitled to vote. Any such requisitions must be made by a minimum of 300 (or 500 where it is a question of NUS affiliations) members of the Students' Union to take effect.

13.9 Complaints

The Students' Union, following approval from the University, has set out in its bye-laws a Complaints Procedure available to all students or groups of students who:

- (i) Are dissatisfied in their dealings with the Students' Union, or
- (iii) Claim to be unfairly disadvantaged by reason of having exercised their right not to be a member of the Students' Union.

The approved Complaints Procedure is designed to enable complaints to be dealt with promptly and fairly and, where a complaint is upheld, for an effective remedy to be provided.

The approved Complaints Procedure makes provision for an independent person appointed by the Board of Governors to investigate and report on complaints.

13.10 Notification Requirements

The University will bring to the attention of all students at least once a year.

- (i) Information relating to a student's right not to be a member of the Students' Union and not to be unfairly disadvantaged as a consequence of having exercised that right.
- (ii) Details of arrangements made by the University to provide services for students who are not members of the Students' Union;
- (iii) This Code of Practice
- (iv) Information about any restrictions imposed on the activities of Students' Union by the law relating to charities, and
- (v) The University's Code of Practice on Freedom of Speech and Lawful Assembly.

In relation to (iii), (iv) and (v) above, it will do this by publishing this information in the Student Handbook and on the University's website. In addition, the Students' Union will also publish this Code of Practice on its website.

In addition the University will, for the benefit of persons considering whether to become student at the University, include an appropriate statement in the University prospectuses which are published annually setting out the information referred to in 8.1(a) and (b) above.

Such statement, which will be kept under review, will be in the following terms:

*"EDUCATION ACT 1994 Under the provisions of the Education Act 1994 any student has the right not to be a member of a Students' Union and not to be unfairly disadvantaged with regard to the provision of services, or otherwise, by reason of having exercised his right. At the University of Sunderland **all** students, members and non-members alike, have in general the right of access to services provided by the University and the University of Sunderland Students' Union (USSU). However, there are some rights which are not extended to non-members, and these include the following:*

- i The right to participate in USSU and NUS (National Union of Students) elections and decision-making processes, including those of clubs and societies;*
- ii The right of USSU and NUS representation*
- iii The right of access to USSU bars, North Shore and certain USSU commercial activities, except as guests of members;*
- iv The right to commercial advantages negotiated for the benefit of USSU and NUS members”*

This statement will also be incorporated into the Student Handbook and in the University's standard terms and conditions on its offer letters

On the basis of the above arrangements, the University believes that the range of services and otherwise provided by the University and the Student's Union to students (whether members of the Students' Union or not) are sufficient to ensure that non-members are not unfairly disadvantaged within the meaning of the Education Act 1994.

13.11 This code of practice will be kept under review by the Board of Governors

RESTRICTIONS IMPOSED BY THE LAW OF CHARITIES

Under section 22(4) (b) of the Education Act 1994 the University is required to bring to the attention of all students any restrictions which the law of charities imposes upon the activities of students' unions. In 2001, the DES published operational guidance (available on the Charity Commission's website, under OG 48 C3) titled "Students Unions": A Guide" which superseded the 1983 guidance issued by the Attorney General on this matter. As a general rule, expenditure of the Students' Union Funds is likely to be permitted only if it furthers the interest of the students in a way that that assists in the educational aims of the University. This is primarily because the Union is a charitable objects. The Students' Union's charitable body and therefore subject to charity laws which only permit a charity's funds to be used in pursuance of its charitable objects. The Students' Union's charitable objects are set out in the constitution.

The Union's funds may, for example, be used to support its clubs and societies, its recreational and sporting facilities and in some cases to fund its affiliations with certain external organisations or to make donations, but these activities are restricted:

Campaigning and political activity: Union's funds may only be used if the issue affects present or future members of the Union as students. They cannot be used if the issue affects present or future members of the Union as students. They cannot be used to promote or support campaigns of a general interest or concern but which do not affect

the members of the Union as students. The examples given in the guidance where funds cannot be used are issues such as industrial disputes, environmental matters etc.

External affiliations: the Union can affiliate to the NUS or other organisations concerned with higher education training and funds can be used to attend conferences etc. In order to use funds to affiliate to any other campaigning alliance, the issues of that alliance must be of a kind which the union could campaign for directly itself.

Donations: the organisation or cause must have a connection with the welfare of students at the University if Union funds are to be used to make a donation. However, there is nothing to stop the Union fund raising specifically for a named charity with the aim of passing those funds directly to the named organisation.

All expenditure must be reasonable and must take into account the likely benefits to students and the overall financial resources and commitments of the Union.

There is no restriction however on students collecting their own funds for a purpose for which the Union's funds cannot be used.

Revised and approved by the Board of Governors on 24th November 2011

14. University Library Services

REGULATIONS FOR THE USE OF UNIVERSITY LIBRARY SERVICES

These Regulations have been agreed to safeguard the interests of all our customers, and they assist in ensuring the overall quality of the services we provide. Through them we aim to make our collections, information and services as freely and fairly available to all customers as possible, and to provide an environment conducive for working and learning.

14.1. General

For the purpose of these Regulations, the term “material” refers to all library materials. It includes books, journals, pamphlets, photocopies, newspapers, microforms, videos, tapes, DVDs, theses, dissertations, CD-ROMs, slides, laptops and any other media used for the communication of information online or offline. It also includes materials borrowed from other libraries.

14.2. Membership

Full membership of the library is open to all staff and students of the University.

Members of the University are entitled to full borrowing rights. Further details of borrowing rights per customer are available from the library.

Registered off-campus learners may have the use of designated services developed for off-campus users.

Borrowing and reference facilities are available to members of designated institutions with whom the University has a formal contract or agreement and as part of reciprocal access schemes.

Reference and, in some cases, limited borrowing facilities may be made available to individuals or institutions outside the University on a discretionary basis. Guest access to limited IT services may be available at the discretion of University Library Services and in compliance with licensing legislation.

Retired University staff and Alumni are afforded selected borrowing rights. Guest access to limited IT services may be available at the discretion of University Library Services and in compliance with licensing legislation.

Members of the public and visitors may use the libraries for reference and may be asked to show identification and a current library membership card from a public, college or

University library. Guest access to limited IT services may be available at the discretion of University Library Services and in compliance with licensing legislation.

Registered users of the library must ensure that their personal information is kept up to date.

Priority of access to the library will be given to members of the University.

Access to library buildings during self-service hours is available to University of Sunderland staff and students only. Partner College Tutors teaching on University of Sunderland programmes may also access the library buildings during self-service hours.

In order to be admitted to library buildings during self-service hours, University of Sunderland staff, students and Partner College Tutors teaching on University of Sunderland programmes, must present a valid campus card or valid library card and photographic ID. Users must sign in and out of the library buildings during these times.

Children/minors of University staff and students may access the library buildings during staffed hours. For safety reasons and with due regard to the needs of other library users, children/minors remain the responsibility of the parent, carer or designated supervisor at all times and must be constantly and closely supervised.

14.3. The campus/library card

Members of the University are automatically given access to the University library on receipt of a University of Sunderland Campus card. Other readers must show proof of identity when joining the library. For example, for visiting academic staff a letter from their Faculty or Service, for external members, two official documents with their name and address.

The campus/library card is not transferable to another person.

The registered user is responsible for all items issued to their campus/library card and for the cost of replacing them if not returned.

Lost or stolen campus/library cards should be reported immediately, and a charge will be made for their replacement. Members will be charged for the replacement of unrecovered items borrowed by others, as a result of a campus/library card being lost.

Members should present their campus/library card every time they wish to borrow, renew material or collect marked assignments.

14.4. Borrowing library materials

Users may consult "reference only" materials in the libraries but they cannot borrow them.

Books and other materials for loan will be issued for defined loan periods. Details of loan periods are available from the library. The occasional variation of these loan periods is at the discretion of the Campus Library Manager.

Users are responsible for returning items to the libraries on or before the last date on the issue label or the self-service receipt. Fines are charged to all users for the late return of all items.

Pre-overdue/overdue notices are sent by University Library Services via email as a courtesy. Fines will be charged for items that are returned late irrespective of receipt of these notifications.

Users must retain receipts from self-return machines as proof of return.

Items may be returned by post (at the user's expense) but they remain the user's responsibility until received within the library.

Materials may be renewed if they have not been reserved by another user.

Videotapes/DVDs are to be used for educational purposes only. They may not be shown to a fee-paying audience, and no unauthorised copies may be made. Audio-visual materials recorded off-air are only available for viewing by staff and students of the University.

Any library user who activates the security system is liable to be checked and anything they are carrying inspected. Any attempt to remove items which have not been issued may result in implementation of the University's disciplinary procedures.

Any library user who borrows a University laptop is reminded that by accepting the terms and conditions displayed during the booking process, they agree to abide by all of the points detailed within said terms and conditions.

14.5. Damage, loss and non return of library materials and the non payment of fines

The schedule of current fines and charges is available on University Library Services web site.

Replacement costs for billed items will include any outstanding fines.

University Library Services may vary such rates after publishing the intention to do so at least one month in advance.

Damage, loss, or non-return of library materials will be charged to the user at the current replacement cost. Willful damage may result in implementation of the University's disciplinary procedures.

Failure to return materials, and the possession of a library debt, will result in the suspension both of borrowing facilities and access to the Interlibrary Loans Service. If the debt remains unsettled or the materials unreturned, the account may be passed to the University to initiate debt collection procedures.

If at the end of an academic session outstanding library debts are not settled and materials are not returned, students may find themselves in breach of the University financial regulations. The consequences of this may include the withholding of study and exclusion from the University.

All library users must return every loaned item and clear all outstanding library debts before leaving the University. Students who leave the University with library materials on loan or other library debts outstanding could be liable to have their results or award certification withheld, and will not be eligible to attend a University academic awards ceremony.

Materials must not be defaced or marked in any way.

Failure to return materials, and the possession of a library debt, will result in the suspension of borrowing of University laptops. Please refer to the full terms and conditions of laptop loan for details of procedures for loss, damage and non-return of University laptops.

14.6. Conduct in the libraries

All users must produce proof of their identity when requested to do so by a member of library or security staff.

For safety reasons and with due regard to the needs of other library users, children/minors remain the responsibility of the parent, carer or designated supervisor at all times and must be constantly and closely supervised.

No animals, other than guide dogs or hearing dogs, are allowed in the libraries.

Users must respect the intended purpose of the library's various study environments/zones.

We expect users to respect the library environment, for example, by using the litter bins and recycling facilities provided.

Users who do not comply with the Regulations and who cause a disturbance to other customers may be asked to leave the library. They may not be readmitted until the incident has been discussed with the Campus Library Manager and an undertaking has been given as to their future conduct. This also applies to anyone who might accompany such a user.

You can expect staff within the library to treat you with courtesy, respect and consideration. We expect our users to do the same and behave in accordance with current University policies on dignity, respect & harassment at work.

Users must not leave their personal belongings unattended in the libraries since we cannot be held responsible for their safekeeping.

Users wishing to make use of the mains electrical supply in the libraries to power their own equipment or of other connections, do so at their own risk. They must ensure that the equipment meets with current safety standards and the required University Health and Safety Standards. (Further information can be obtained from the Area Safety and Health Environment Co-ordinator). The University will not be responsible for any damage caused to their equipment, programs etc as a result of any loss of supply or other defect in the University's electrical supply or connections.

14.7 Compliance with legislation regarding copyright, data protection and publisher licenses.

It is a requirement of registration that users agree to abide by University Library Services Regulations and therefore, by University IT Regulations and the terms of relevant UK legislation. University IT Regulations are available via the University webpage.

University registration requires details of name, address, Faculty and other information which may be necessary for the secure and effective operation of the Service. This registration permits the use of this information in the library' computer systems, on the understanding that this information will be held securely, divulged only as permitted under the current data protection legislation, and used only for the purposes registered and approved under the provisions of the current Act. It permits the sharing of this information with other Faculties and Services within the University for recording purposes.

All users are required to adhere to all terms and conditions of the licence agreements relating to IT facilities and information resources. Usernames and passwords must be used only by the individuals to whom they were allocated and must be kept secure.

All users are required to stay within the terms of current copyright legislation which makes deliberate infringements, such as unauthorised copying, a criminal offence. The

copyright notices next to the photocopiers give guidance and shall be observed by all users of library materials and equipment, whether in the libraries or elsewhere.

14.8. Borrowing of University laptops

It is the user's responsibility to note the due date and time and to ensure the laptop is returned in advance of that time.

Bookings for laptops not collected within 15 minutes of check out time will be cancelled. University Library Services reserve the right to cancel a booking at short notice, should a laptop become unavailable for any reason.

The laptop is to be returned to the site from which it was borrowed on or before its due date and time. Should the laptop be returned late, a fixed penalty will be charged up to the end of the first day and thereafter an additional charge per day or part day will be charged.

Should a user fail to return a laptop within 3 days of its due date, the University will treat this as missing and the user will be liable for its replacement value.

If a laptop has missing parts, or is found to be damaged or faulty on return, the nature of the damage or fault will be investigated and the user may be charged for repair or replacement parts. If it is beyond economic repair then the user will be liable for its replacement value.

If the laptop is lost or stolen whilst on loan, the user will be liable for the replacement value, in addition to any late fines incurred up to the date of reporting the loss or theft to the police and the University. Also, the user must provide the University with the crime number supplied by the police.

Any personal data or files saved onto the hard drive will be deleted when the laptop is returned.

The University is not responsible for damage to personal files caused by viruses whilst using the laptop.

If there is an outstanding fine on a laptop, a user will not be permitted to borrow another until the fine has been paid in full.

14.9 Assignment Services

All assessed work must be collected in person. Assessments may only be returned to other persons if a prior formal agreement with University Library Services has been made.

A valid campus card or library card with photographic ID must be presented to staff before marked assessments can be collected.

Details of assessment marks are not available by telephone.

Uncollected marked assessments will be returned to the faculty after four weeks of receipt or with consent of academic staff will be destroyed.

14.10. Disciplinary action

The use of the services and facilities provided by the library is conditional upon the user observing the Regulations. Failure to comply with the Regulations may result in the withdrawal of rights to use the University libraries. Serious cases of infringement may result in the implementation of the University disciplinary procedures.

Where a breach of UK law is suspected, the infringement may be reported to the police. Pending such action, the Director of the Student and Learning Support may withdraw all rights to use the University libraries without prejudice.

Any student dissatisfied with a decision made as a result of the implementation of the University disciplinary procedures has a right to appeal. Guidelines for appeal are available from the University.

15. University of Sunderland IT Acceptable Use Policy

1. Introduction

The provision of a secure IT system is a team effort involving the participation and support of every University of Sunderland employee and affiliate who deals with information and/or information systems. It is the responsibility of every computer user to know and adhere to this policy, and to conduct their activities accordingly.

The University of Sunderland has an established culture of openness, trust and integrity, and is committed to protecting all of its employees, partners, students and itself from illegal or damaging actions by individuals, either knowingly or unknowingly.

The purpose of this policy is to outline the acceptable use of computer equipment at University of Sunderland. These rules are in place to protect all types of users of the University IT systems and the University of Sunderland itself. Inappropriate use exposes University of Sunderland to risks including virus attacks, compromise of network systems and services, reputational and legal issues.

2. Policy Summary

Access to the University's IT systems and services is granted to people with a valid login account. Users of these systems and services must abide by the conditions set out in appendix 1 & 2 of this policy for acceptable and unacceptable use. A summary of unacceptable use is as follows;

- Illegal and unlawful activities including breach of copyright.
- Compromising or circumventing security systems.
- Causing disruption and mischief to IT facilities and services.
- Misuse of electronic messaging and social media services.
- Carrying out unauthorized commercial activities.

Any or all use of the University IT systems and all data held within it may be intercepted, monitored, recorded, copied, audited, inspected, and disclosed to authorized university officials, authorized third parties and law enforcement personnel as part of their duties.

Unauthorized or improper use of any University owned or managed system may result in action under the University's disciplinary policies, procedures and regulations and/or civil or criminal penalties.

3. Responsibilities

The Executive members with overall responsibility for this policy are the Deputy Vice Chancellor and Deputy Chief Executive. S/he is responsible for deciding on the outcome of internal reviews of Freedom of Information requests and EIR requests.

The Director of Business Assurance, who performs the role of the University's Senior Information Risk Owner (SIRO) is responsible for:

- Ensuring that an overall culture exists that values and protects information within the organisation
- Owning the organisation's overall information risk policy and risk assessment process, testing its outcome and ensuring that it is used
- Owning the organisation's information incident management framework

The Assurance Manager (Business Assurance - Information Governance), reporting to the Director for Business Assurance, is responsible for drawing up information governance and records management policy, process and guidance and ensuring compliance with this policy.

The IT Security Manager (ITS), reporting to the Head of Technology Services, is responsible for developing IT Security policy, standards and guidelines. He/she is also responsible for ensuring that effective IT Security systems, controls and training programs are operationally implemented, fit for purpose and available across the University.

The University Deans of Faculty and Directors of Support Services have responsibility for ensuring compliance with the University's Information Governance policies and ensuring any issues of non-compliance are addressed. They have responsibility for ensuring that an appropriate member of staff, in each Faculty and Service, is appointed to the role of "Information Champion".

The Information Governance Group is responsible for recommending policy direction on information governance to the Executive and monitoring that agreed policies are followed.

Information Champions are accountable to their Dean of Faculty/Director of Service and have a responsibility to monitor information governance compliance and awareness and be the primary point of contact and source of information and support within the Faculty/Service. The Information Champions Group reports to the Information Governance Group.

Individual students, employees and contractors have responsibility for ensuring that they comply with this policy and any related policies and guidance. Staff must attend training and awareness sessions provided by the University. Employees also have a duty to report any incidents or 'near misses' in relation to information governance.

4. Legislation and related policies

This policy is designed to work in line with current university policy and legislative acts, statutes and best practice guidance such as:-

- The Data Protection Act 1998
- Computer Misuse Act 1990
- Copyright, Designs & Patents Act 1988
- Copyright (Computer Programs) Regulations 1992
- Janet Connection Policy
- Janet Security Policy
- Janet Acceptable Use Policy

5. Scope of the Policy

This policy applies to students, employees, contractors, consultants, temporary/contract, and other staff at the University of Sunderland, including all personnel affiliated with third parties that use University's IT systems or process its information. This policy applies to all equipment and services owned or leased by University of Sunderland.

IT systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, and Internet browsing services, are the property of University of Sunderland. These systems must be used for business purposes in serving the interests of the University, our students, staff and customers in the course of normal operations.

6. Definitions:-

6.1. Policy

A set of policies principles, rules, and guidelines formulated or adopted by an organization to reach its long-term goals and typically published in a booklet or other form that is easily readable and widely accessible.

6.2. IT System

Information Technology (IT) is the application of computers and telecommunications equipment to store, retrieve, transmit and manipulate data, often in the context of a business or other enterprise. The

term is commonly used as a synonym for computers and computer networks, but it also encompasses other information distribution technologies such as television and telephones. Several industries are associated with information technology, such as computer hardware, software, electronics, telecom equipment, e-commerce and computer services.

6.3. Network

A computer network is a group of connected computer systems and other computing hardware devices that are linked together through communication channels to facilitate communication and resource sharing among a wide range of users.

7. Acceptable and unacceptable use

University IT facilities are provided to authorized users for the purpose of teaching, learning, research and the normal administrative functions of the University. Occasional personal use of the University's IT facilities is permitted, but such use is a privilege and not a right. Personal use of the University's IT systems must not hinder or interfere with an individual's contractual or professional duties. General terms on acceptable use can be found in Appendix 1. Unacceptable use of the University's IT equipment, services or facilities can be found in Appendix 2.

8. Relationship with other University policies

Anyone wishing to login to the University of Sunderland's IT systems should read and accept this policy in conjunction with the policies listed in Appendix A of the Overarching Information Governance Policy.

Appendix 1 – Acceptable Use

1. General Conditions

While the University of Sunderland desires to provide a reasonable level of privacy, users should be aware that the information they create on the corporate systems remains the property of University of Sunderland. Because of the need to protect University of Sunderland's network and IT infrastructure, management cannot guarantee the confidentiality of information stored on any networked or standalone IT device belonging to University of Sunderland. Access to the University's IT Systems will be suspended / discontinued upon the termination of employee, student, or affiliate contract. Additionally, access to the University's IT systems may be reduced/restricted while investigations into any breach that may lead to disciplinary action arising from violation of this policy are conducted.

Access to the University IT systems is granted under the following general conditions;

- 1.1** Authorized users of the University's IT systems are responsible for exercising good judgment regarding the reasonableness of personal use.
- 1.2** The University information technology and communication facilities, including email addresses and computers, are provided for academic and administrative purposes related to work or study at the University. Very occasional personal use is permitted but only so long as:
 - 1.2.1** it does not interfere with the member of staff's work nor the student's study.
 - 1.2.2** it does not contravene any University policies.
 - 1.2.3** It is not excessive in its use of resources.
- 1.3** For security and network maintenance purposes, any or all use of the University IT systems and all data held within it may be intercepted, monitored, recorded, copied, audited, inspected, and disclosed to authorized university officials, authorized third parties and law enforcement personnel as part of their duties. The University of Sunderland reserves the right to audit networks and systems, and the information held on them, on a periodic basis to ensure compliance.
- 1.4** The information produced and contained on any University IT related system must be classified by the Information Owner as set out in the University's Information Classification policy.
- 1.5** All users must keep passwords secure and not share accounts. Authorized users are responsible for the security of their passwords and accounts at all times.
- 1.6** All University owned servers, PCs, mobile devices and workstations must be secured by password protection settings that automatically locks the screen and/or logs the user out after a pre-configured period of inactivity.
- 1.7** Postings by employees from a University of Sunderland email address to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of the University of Sunderland, unless posting is in the course of business duties.
- 1.8** All computing equipment connected to the University of Sunderland IT systems, whether owned by an employee, student or the University of Sunderland, must be continually executing approved virus-scanning software with a current virus database.

Appendix 2 – Unacceptable Use

1. General Conditions

The following activities are, in general, prohibited. Under no circumstances is an employee, student or affiliate of the University of Sunderland authorised to use

the University's IT systems to engage in any activity that is illegal under national or international law. The list below is by no means exhaustive, but attempts to provide a framework for activities which fall into the category of unacceptable use. The following activities are therefore prohibited;

- 1.1.** Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the University of Sunderland.
- 1.2.** Unauthorized copying of copyrighted material including, but not limited to, digitisation and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music or films.
- 1.3.** The installation of any copyrighted software for which the University of Sunderland or the end user does not have an active license. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws is illegal. The appropriate management should be consulted prior to export of any material that is in question.
- 1.4.** Introduction of malicious programs such as viruses into the network, server, desktop or mobile devices.
- 1.5.** Revealing your account password to others or allowing use of your account by others. In the case of staff this includes family and other household members when working at home.
- 1.6.** Using any University of Sunderland's IT systems to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws.
- 1.7.** Using the University's computing services to conduct any form of unauthorized commercial activity not related to the University's business.
- 1.8.** Making fraudulent offers of products, items, or services originating from any University of Sunderland account.
- 1.9.** Effecting security breaches or disruptions of network communication. Security breaches may include, as an example, but are not limited to:
 - 1.9.1.** Accessing data of which the employee, student or affiliate is not an intended recipient.
 - 1.9.2.** Logging into a server or account that the employee, student or affiliate is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
 - 1.9.3.** Network Port scanning or security scanning of the University computer network.

- 1.10.** Executing any form of network monitoring on the University network, which will intercept data, not intended for the employee, student or affiliate.
- 1.11.** Circumventing user authentication or security of any University of Sunderland's IT equipment or services.
- 1.12.** Interfering with or denying service to any or all users of University of Sunderland IT equipment and services, including the services themselves.
- 1.13.** Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's login session, via any means, locally or via the Internet or Intranet.
- 1.14.** Providing information about, or lists of, University of Sunderland employees, students and affiliates to parties outside University of Sunderland unless the role of the individual defined by the University requires it.

2. Unacceptable Use - Email and Communications

The following activities are prohibited. Under no circumstances is an employee, student or affiliate of the University of Sunderland authorized to use the University's IT systems to engage in any activity that is illegal under national or international law.

The list below is by no means exhaustive, but attempts to provide a framework for activities, which fall into the category of unacceptable use. The following activities are therefore prohibited;

- 2.1.** Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material.
- 2.2.** Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
- 2.3.** Unauthorized use, or forging, of email header information.
- 2.4.** Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
- 2.5.** Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).
- 2.6.** Employees and students must not open e-mail attachments received from unknown senders, which they suspect may contain viruses. If in doubt a service request should be raised via the internal IT Service Desk on extension 3333 or via the IT Portal at <https://itportal.sunderland.ac.uk>.

3. Unacceptable Use - Internet

Internet usage is granted for the sole purpose of supporting the business of the

University of Sunderland and student learning activities. All users of the Internet should be aware that the University's network creates an audit log for both in-bound and out-bound addresses, and is periodically reviewed. Internet access will be discontinued upon termination of employee, student, or affiliate contracts or disciplinary action arising from violation of this policy.

The list below is by no means exhaustive, but attempts to provide a framework for activities, which fall into the category of unacceptable use and are therefore prohibited;

- 3.1.** The use of its Internet service for political activity, engaging in any form of intelligence collection, engaging in fraudulent activities, or knowingly disseminating false or otherwise libelous materials.
- 3.2.** Any conduct that would constitute or encourage a criminal offense, lead to civil liability, or otherwise violate any regulations, national or international law.
- 3.3.** Use, transmission, duplication, or voluntary receipt of material that infringes on the copyrights, trademarks, trade secrets, or patent rights of any person or organisation. All users must assume that all materials on the Internet are copyright and/or patented unless specific notices state otherwise.
- 3.4.** Transmission of any proprietary, confidential, or otherwise sensitive information without the proper controls.
- 3.5.** Creation, posting, transmission, or voluntary receipt of any unlawful, offensive, libelous, threatening, harassing material, including but not limited to comments based on race, national origin, sex, sexual orientation, age, disability, religion, or political beliefs.
- 3.6.** Unauthorised downloading of any shareware programs or files that may harm the University's IT infrastructure and/or cause service disruption.
- 3.7.** The University of Sunderland supports strict adherence to software vendors' license agreements. The University IT computing and networking resources must not be used for the copying of software in a manner not consistent with the vendor's license agreement. Questions regarding lawful versus unlawful copying should be referred to the IT Security Manager for review or to request a ruling from the Legal Department before any copying is done.
- 3.8.** Internet access via the University of Sunderland's network is provisioned only to devices that have been registered via an approved login. Under no circumstances should users share the Internet connection to other non-authorised users or non-registered devices.

16 Protecting Yourself When Using Social Networking - A Guide for Students

Introduction

Social media allows many opportunities for communication, collaboration and discussion.

It's important though, to ensure that your use of these sites does not create problems for you or for others, and the University expects you to comply with the guidance set out here in your interactions with other members of the University community, and where you identify yourself as a student of the University. The key points covered in this guidance are:

- what you say online is as 'real' as anything offline
- what you say or do may have consequences that affect your future and your career
- you should be respectful of others and in particular other members of the University
- there are proper ways of raising matters of concern or complaint
- be careful when disclosing personal information about yourself
- don't disclose personal information about others without their consent
- don't make abusive, bullying, threatening or defamatory comments about others
- think, before you post. Is this how I want the world to see me, maybe for many years to come?

The University operates a policy that all members of the University community (staff, students, and the Student Union) should treat one another with dignity and respect, and this applies to activities online as well as offline. **The University's disciplinary regulations, and the law, operate the same way in respect to social media as they would to anything published in print, or said to somebody's face. Breaches of that policy or the law can directly affect your future with the University, and your future career.**

Unfortunately the myth still exists that words used in the virtual world aren't 'real'. This isn't the case: they carry the same weight, and there have been many examples in the last year in the national media of people who have been arrested, charged and acquired a criminal record because of what they have said on social media, or how they have said it.

Social media is a good way of getting yourself and your work into the public eye and establishing a reputation – and a very easy way of ruining that reputation. People have found opportunities ruined, because someone has dug up something they said or posted from months, even years before. Many employers now look up the social media history of applicants for jobs. Students in the UK who have run into trouble for misuse of social media, now face a situation where a search for online them turns up articles on the court case as all the top hits for their name. **Please think before you post, and treat others in a respectful manner, so it doesn't happen to you.**

At the end of this document is a list of other University procedures which might be used to deal with issues arising from social media use and abuse.

Raising issues of concern with the University

The University values feedback from students, but you should remember **that there are well-established ways to raise issues of dissatisfaction or complaint, such as through your student representative or via the University's complaints procedure** - and that using these methods are a constructive way of raising an issue in a manner that is likely to lead to action to address your concern. Using these channels is the best way to get things done, by the right people.

Posting in a way which brings the University into disrepute can devalue the way in which your degree or other award is seen by the outside world. You are of course free to talk about the University and your experience, but **remarks which are not true, which are offensive or abusive to staff, or which bring the University into disrepute may result in the University taking action which can result in suspension or exclusion from the University.**

Giving away too much information about yourself or others

Think very carefully about the personal information you post on social networking sites. Sometimes people have included their information such as home phone number, mobile number, or even their home address. You may limit access to your friends, but on some sites when you join a network your details are visible to thousands of people on that network.

Identity theft and stalking based on such information can and does happen. So it makes sense to control what information you reveal about yourself. **Would you put it on a public notice-board? If not, think carefully before you post it to a social networking site.** Take some time to understand the privacy settings that your site uses, and make sure you apply them the way that you want them to be.

If you post a photo to a social networking site, you appear to have some degree of control over it. But if anyone who has access to it copies the photo, or text that you have written, or a video, or any other form of content, and reproduces it on their page, or elsewhere on the web, you have lost control over that image, and it may be reproduced or remain on the internet for ever. So when you post content to social networking sites, think about what it might mean if prospective employers, future colleagues or your family were to see it in a year, two years, five years. While you can take down the content that *you* post, you can't take the content that others have copied or reposted. Think about the potential for embarrassment or harm to your future career, particularly if you want to work in a career where professional standards and

expectations are in place. Employers may look at Facebook or run a web search on applicants for a job.

Being held accountable for what you post relating to others

All of this applies to other people too. **Please don't post any personal details about someone without their consent. This includes photos and video, particularly where that might embarrass or demean the other person.**

Before you post, assume that the person to whom you are referring is going to read what you say - because very often they will, either directly, or because someone else who has access to the material chooses to send them a copy. Your usage of social media is tracked by the providers, and what may feel like an anonymous post will turn out not to be so if the provider receives a court order or request from the police and discloses information that will identify you.

The University has a duty of care to members of the University community, staff and students, and has rules in place to deal with student and staff misconduct. **Making defamatory, abusive, threatening or bullying comments about members of that community, or breaching their personal privacy, can mean that disciplinary action is brought against you by the University which in serious cases could lead to suspension or exclusion from the University. Beyond that, any student, member of staff or third party has the right, if they choose, to pursue legal action against you.**

Remember also that any posting is subject to UK law in regard to conduct such as incitement to racial hatred, incitement to violence, or harassment. In some cases the police can be involved, and such behaviour can result in a criminal record.

There have also been a number of well-publicised cases where joking statements online about (for example) airport security and bombs have landed the poster in serious trouble.

Lengthy prison sentences were handed down recently to individuals in connection with the 2011 riots in the UK purely on the basis of posts that they had made on Facebook.

So it makes sense to think carefully about what you post, and the consequences it might have for yourself, or for others. Those consequences might include the University taking action where appropriate, or might include the police taking action.

Intellectual property

You should not infringe the intellectual property rights of others when posting on social media by posting content which is not yours, or using social media to distribute content which is not yours for others to download.

Raising concerns

If you are concerned about something posted on social media, you should report this to the provider of the social media service (e.g. Facebook or Twitter) through the reporting functions within their software, and we encourage you use this 'report' link where you find abusive or unacceptable behaviour. The University doesn't 'own' content other than that posted on its official pages or sites, and so cannot remove content itself – usually, only the social media company or the original poster can do this.

If your concern involves the safeguarding of children or vulnerable adults, you can report this to a member of the University Safeguarding Team, or directly to the police if an emergency.

<http://services.sunderland.ac.uk/hr/hs&e/safeguarding/>

If your concern involves potentially criminal behaviour, especially where you think there is immediate risk of harm to others, you should report it directly to the police first, and also to University Security if there is a risk to others/criminal activity on campus.

The University does not tolerate bullying or harassment, and this can be dealt with under the University's disciplinary procedure (see the end of this procedure for a link).

If you are ever reporting content, please take screenshots or save the content (unless illegal) so that you can supply it if asked.

Other Relevant Procedures

Student Disciplinary Regulations -

<https://docushare.sunderland.ac.uk/docushare/dsweb/Get/Document-3080>

Student Complaints Procedure -

<https://docushare.sunderland.ac.uk/docushare/dsweb/Get/Document-3078>

Regulations for the use of IT –

<https://my.sunderland.ac.uk/display/uniitsupport/My+Responsibility>

University Safeguarding Policy -

<https://docushare.sunderland.ac.uk/docushare/dsweb/Get/Document-7324>

Dignity and Respect -

<http://services.sunderland.ac.uk/hr/equalityanddiversity/dignityrespect/>

These regulations supersede all previous editions