

General and Academic Regulations for Higher Education Students

For full-time undergraduate students starting from September 2023

For part-time undergraduate students starting from January 2023

For postgraduate students starting from January 2023

For apprentices starting from January 2023

For dual award students starting from November 2022

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1. Introduction

1.1 Purpose and scope of regulations

These regulations apply to all students¹ studying for an LIBF higher education award, regardless of their location, their mode of study (full-time, part-time or as an apprentice), and if delivered through an arrangement with a collaborative partner.

The Academic Board has final responsibility for the academic standard of awards of LIBF, including the final approval of the regulations. LIBF can, without notice, amend these regulations by agreement of the Academic Board.

Normally any changes to the regulations will come into effect at the beginning of the next academic session. LIBF may, at its discretion, introduce changes during a session where it's either in the best interests of students, or necessary (for example due to changes in the law).

Once students are enrolled, they'll sign a declaration to agree to our regulations, policies, and Student Charter.

These regulations should be read together with the LIBF Code of Practice for Quality Assurance (Code of Practice) and its supporting policies, the Student Charter and dual award framework.

Any amendments to these regulations will be published on LIBF's website and, where necessary, advised to students.

In cases of disagreement about the understanding of these regulations, the decision of the Managing Director, Higher Education shall be final.

For dual awards offered with a collaborative partner, each partner's award will be governed by their own regulations at programme level, for example, credits and classifications/grades. Regulations at module level will be applied by the delivery partner.

General Regulations

2. Responsibilities

2.1 General conduct

- 2.1.1. Students are expected to behave appropriately at all times and may be subject to disciplinary action in line with LIBF's Student Disciplinary Policy where they fail to do so.
- 2.1.2. Where a concern is raised in relation to student's health or wellbeing, LIBF may act to bring about a resolution that addresses the interests of all affected parties in line with LIBF's Fitness to Study Policy.

¹ Within the regulations, 'student' is defined as any person studying a HE programme, and includes apprentices.

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Attendance

- 2.2.1. Students are required to attend induction sessions, lectures, workshops, tutorials, and seminars where appropriate, either online or face-to-face.
- 2.2.2. Failure to attend may impact students' progression, student loan funding and / or Tier 4 status. For further information students should refer to the Attendance Policy.

Health and safety

- 2.3.1. LIBF takes all necessary steps to ensure the health, safety, and welfare of students, employees, and visitors and expects students to work with LIBF, or its collaborative partners, on all health and safety matters.
- 2.3.2. Students should bring any health or safety concerns they might have to the attention of their lecturers or a member of LIBF or its collaborative partner staff or their employer.
- 2.3.3. Students are responsible for their personal property used in connection with their studies. LIBF shall have no liability in respect of loss or damage to such property.

Disabilities

- 2.4.1. LIBF is committed to a policy of equal opportunity for students and aims to create an environment where all disabled students have access to both facilities and a learning environment that are, wherever possible, comparable to those experienced by their nondisabled students.
- 2.4.2. Students can apply for a reasonable adjustment if they need additional support. However, LIBF may not always be able to meet every individual's need.

3. Legal issues

Legalities

- 3.1.1. Any dispute, whether under these, or any other regulations or codes of conduct or any contract between LIBF and any students, shall be governed by, and interpreted in accordance with, English law.
- 3.1.2. If the educational services provided are changed, LIBF will ensure that students' best interests, and maintenance of the quality of such services, are prime concerns and will seek to notify all students concerned at the earliest possible opportunity of any proposed change(s). Where practicable, LIBF will gather students' opinions concerning any proposed changes.

Ownership of students' work

- 3.2.1. The intellectual property rights to work completed by students as part of their studies will automatically pass to LIBF.

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- 3.2.2. LIBF will acknowledge appropriately the authorship of such works.
- 3.2.3. If LIBF receives any income from the use of the original work, it will share any net income with the student(s) concerned.

Copyright

- 3.3.1. Material belonging to LIBF may not be reproduced in any material form (including photocopying or storing it in any medium by electronic means and whether transiently or incidentally to some other use of this publication) without the prior written permission of the copyright owner, except in accordance with the provisions of the Copyright, Designs and Patents Act 1988 or under the terms of a licence issued by the Copyright Licensing Agency Ltd.

Data protection

- 3.4.1. LIBF attach great importance to the personal data of students and ensure it's handled in accordance with relevant data protection legislation. Details of how LIBF process and protect student's personal data is set out in the Data Protection / Privacy Statement / Data Collection sections on the LIBF website.

Payment of fees [not applicable to apprentices]

- 3.5.1. All fees must be paid by the due date, or otherwise on demand.
- 3.5.2. Failure to pay academic fees in full may result in assessment results being withheld and / or termination of studies.
- 3.5.3. Students won't receive their award unless their academic fees have been paid in full.
- 3.5.4. Students won't receive their certificate or academic transcript unless all their fees have been paid in full.
- 3.5.5. LIBF will take such action as it thinks necessary to recover all outstanding debt, including the recovery of all costs incurred in so doing.
- 3.5.6. Any student withdrawn from a module or programme as a result of disciplinary action or being unable to complete under regulation won't have the right to be reimbursed for any costs, including those for a course of study.

Cancellation [not applicable to apprentices]

- 3.6.1. Students have the right to cancel their registration(s) to study a programme and / or module, without reason. Students should refer to the Student Withdrawal Policy for more information.

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4. Awards

Award titles

4.1.1. LIBF awards qualifications and designations up to and including Level 7 in the Framework for Higher Education Qualifications (FHEQ) for England, Wales, and Northern Ireland.

4.1.2. The following higher education awards may be granted:

Level in the FHEQ	Award
7	Postgraduate Certificate (PGCert) Postgraduate Certificate in Education (PGCE) Postgraduate Diploma (PGDip) Master of Arts (MA) Master of Education (MEd) Master of Science (MSc)
6	Bachelor of Arts (BA) Bachelor of Arts with Honours (BA (Hons)) Bachelor of Science (BSc) Bachelor of Science with Honours (BSc (Hons)) Graduate diploma Graduate certificate Professional Certificate in Education
5	Diploma of Higher Education (DipHE) Foundation of Arts degree (FdA) Foundation of Science degree (FdSc)
4	Certificate of Higher Education (CertHE)

4.1.3. Programme specifications shall state the modules that make up that programme, the level of each module and its credit value. For dual awards offered with a collaborative partner, programme specifications will confirm the contributing modules towards the LIBF award.

Honorary awards

4.2.1. The Academic Board may award honorary degrees in line with its taught degree-awarding body status.

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Withdrawal of awards

- 4.3.1. The Academic Board may decide to withdraw any of its higher education awards or modules in line with the Programme and Module Withdrawal Policy.
- 4.3.2. LIBF reserves the right to withdraw an award from students in exceptional circumstances, and within a reasonable timeframe, for example, where records later show that
- i. the academic record, following a correction, indicates that students didn't meet the academic requirements
 - ii. facts which, if known at the time the award was granted, would have resulted in a decision not to grant the award.

5. Credit Framework

Credit Framework

- 5.1.1. Credits will be awarded to students who demonstrate that they've achieved the learning outcomes specified for a module.
- 5.1.2. LIBF works in various units of credit value and programme specifications will confirm the module credit values within that programme.
- 5.1.3. Modules within a programme may be compulsory or elective².
- 5.1.4. Any pre-requisite rules will be stated within programme and module specifications.
- 5.1.5. Credit may not be double counted.
- 5.1.6. LIBF offers staged awards for some programmes where students may progress towards awards that have a higher credit value. All staged awards will have their own programme specification.
- 5.1.7. Students that successfully complete part of a programme may be eligible for an exit award, dependent on the credit they have been awarded.

Credit Framework table

- 5.2.1. Students must achieve the number of credits shown in the table below, to be considered for an award.³

	Qualification level	Minimum overall credits	Minimum credits at the level of the qualification
Master's degrees	7	180	150

² Elective modules may be referred to as 'optional modules' in some programmes.

³ LIBF's Credit Framework, as set out in these regulations, relates to both undergraduate and postgraduate programme levels and is consistent with the QAA's higher education credit framework for England: guidance on academic credit arrangements in higher education in England

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Postgraduate Diplomas	7	120	90
Postgraduate Certificates	7	60	40
Bachelor's degrees with Honours	6	360	90

	Qualification level	Minimum overall credits	Minimum credits at the level of the qualification
Bachelor's degrees	6	300	60
Graduate diplomas	6	80	80
Graduate certificates	6	40	40
Foundation degrees	5	240	90
Diplomas of Higher Education	5	240	90
Certificates of Higher Education	4	120	90

6. Admissions and registration

Admissions

6.1.1. Applicants (or employers or training providers on behalf of apprentices if applicable) shall provide LIBF with full and accurate academic and personal information for the admission process. If LIBF discovers that information has been withheld, or is inaccurate or fraudulent in any way, the matter will be dealt with in line with LIBF's Code of Practice (Chapter 9: malpractice). As a consequence, LIBF may cancel the application or the registration.

Age limits [not applicable for apprentices]

6.2.1. Students who are 17 but not 18 on the first day of the month in which their programme of study starts, will only be admitted with the written consent of an appropriate adult (for example a parent, guardian, or employer).

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Entry requirements

- 6.3.1. LIBF will determine the criteria for entry for applicants, and their admission judged against the criteria for entry.
- 6.3.2. LIBF may use additional means such as personal statements, written tasks and /or interviews, etc, to judge the eligibility and suitability of an applicant.
- 6.3.3. In respect of criteria for entry and the admission of applicants, separate procedures will apply for different study routes and types of programmes, e.g., apprenticeships.
- 6.3.4. LIBF may admit an applicant to a programme where
 - i. it has a reasonable expectation that the applicant will be able to complete the programme and achieve the award
 - ii. the applicant is deemed to have satisfied the entry requirements for the programme.
- 6.3.5. Before starting their study, all applicants must have satisfied the entry criteria confirmed in the programme specification (or, in the case of apprentices, satisfied the employer's recruitment processes).
- 6.3.6. Students, excluding apprentices, who apply outside of UCAS are required to sign a declaration confirming their compliance with the published entry criteria.
- 6.3.7. LIBF reserves the right, as part of the registration process, to require students to submit authenticated evidence of how they meet the entry requirements.

Registration

- 6.4.1. Students should apply for the programme they wish to study by completing the relevant application / enrolment / UCAS form and submitting evidence, where required, that they meet the required entry criteria.
- 6.4.2. It's the students' responsibility to ensure they register for modules and assessments in a timely manner.

Student information

- 6.5.1. Due to statutory requirements, LIBF must be given information for each student at the time of registration, including
 - i. the student's full name
 - ii. their current home, employer and campus addresses, where appropriate
 - iii. their email and telephone contact details.

Any change to these details must be reported to LIBF as soon as possible.

- 6.5.2. LIBF will use email as the main form of communication with students. It's the student's responsibility to check their emails on a regular basis.

6.5.3. Students who change their name, and wish this change to be recorded with LIBF, must provide notification supported by the relevant, authenticated documentation.

Recognition of prior learning

6.6.1. LIBF recognises three forms of prior learning by students either as a basis for entry to its programmes or to exempt students from some of the requirements for awards. These are

- i. accreditation of prior certificated learning (APCL)
- ii. accreditation of prior experiential learning (APEL), and
- iii. accreditation of in-house education programmes.

6.6.2. These are collectively known as accreditation of prior learning (APL). Information, including how to apply and definitions for each type of APL, can be found in LIBF's Code of Practice (Chapter 3: accreditation of prior learning).

6.6.3. There are limits for how much accreditation of prior learning can be included towards an award when the learning has been undertaken with external organisations, as described below.

- i. For undergraduate awards, accreditation of prior learning may be recognised for credit up to an amount of 50% of each level at Levels 4 and 5 of the programme, unless otherwise stated in the programme specification. APL may be awarded at Level 6 of LIBF's Credit Framework for students who have completed a relevant professional education qualification with the LIBF.
- ii. For postgraduate awards, accreditation of prior learning may be recognised for credits up to an amount of 50% of the taught modules of a programme, unless otherwise stated in the programme specification.

6.6.4. Taught modules don't include dissertation, project, work-based learning or capstone modules. APL may not be awarded against dissertation, project, work-based learning or capstone modules unless otherwise stated in the programme or module specification.

6.6.5. Modules for which credits have been awarded on the basis of APL are recognised simply as qualifying modules for the award and don't contribute to the grade or classification of an award.

6.6.6. APL cannot be claimed against modules that students have already registered for or completed.

6.6.7. Where students use accreditation of prior learning as an exemption for some of the requirements of the award, it must be successfully applied for within the time limits for the level of study it is being used for, as stated within section 7.2.

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6.6.8. The decision made by LIBF regarding APL is an academic decision and therefore final.

Language

- 6.7.1. Unless determined otherwise by the Academic Board, English will be the language used for all tuition delivery, study materials, assessment, and administration.
- 6.7.2. Students are expected to have a minimum standard of English as part of the entry requirements for a programme.
- 6.7.3. Where English isn't a student's first language, they'll be expected to demonstrate their competence through achieving the IELTS score stated in the relevant programme specification (or equivalent).

Readmission

- 6.8.1. Where a student's registration has previously been terminated by LIBF, admission to the same, or a similar programme, will be at the discretion of the Managing Director, Higher Education.

7. Programme of study

Approved courses of study

- 7.1.1. All students registered for a higher education award of LIBF must follow an approved course of study.

Time limits

- 7.2.1. Students must complete their programme of study within the maximum time limit. Students should refer to their individual programme specification for further information regarding expected length of study.
- 7.2.2. The time limit will begin from the start date of the first module within that level of study and will include any attempts at a failed module. The time limit will finish when the last assessment has been sat / submitted.
- 7.2.3. Undergraduate programme maximum time limits

	Programmes comprising 360 credits
Full-time study	4 years
Part-time study	7 years
Apprentices ⁴	48 months

⁴ Please note some bespoke programmes may have differing standard and/or maximum periods of study.

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7.2.4 On some programmes, the time frames above may be prorated (for example part programmes).

7.2.5. Postgraduate programme maximum time limits

	Programmes comprising 60 credits	Programmes comprising 120 credits	Programmes comprising 180 credits
Full-time study	1 year	2 years	3 years
Part-time study	2 years	3 years	4 years
Apprentices	2 years	3 years	4 years

7.2.6. Cases that have been processed through the Special Consideration process may lead to an extension to the time limits.

7.2.7. Students are expected to study continuously and demonstrate their progression on a programme of study. LIBF may exit students if they're inactive during their studies for a period of 12 months or more.

7.2.8. Where students wish to take a break from a course of study, they must apply to defer.

7.2.9. For apprentices, any break in learning or deferral will be considered in consultation with LIBF and their employer (and their training provider if applicable).

Student deferral

7.3.1. Deferral is where students stop their study but intend to return and complete their programme of study.

7.3.2. Students can apply to defer their studies either during a module, or between module registrations.

7.3.3. Students are advised to contact LIBF at the earliest opportunity (or collaborative partner or employer, if applicable) to discuss the best course of action.

7.3.4. Students may incur a cost for deferring.

7.3.5. Students who defer their studies must return to study within 13 months from the start date of the deferred module unless otherwise agreed with the Academic Dean.

7.3.6. The time taken out from studying will count towards the programme time limit unless otherwise agreed because of a special consideration.

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- 7.3.7. Students who defer and don't return to study within the time limit will be withdrawn from study.
- 7.3.8. Any credit achieved from a previously completed module(s) will be carried forward when students return to study. Any module(s) which were not previously completed will need to be started from the beginning.

Student transfer

- 7.4.1. LIBF recognises that students' interests and needs may prompt them to seek a change in their studies, either to a different elective module or to another programme. The procedures for study transfer are set out in LIBF's Transfer Policy.

Student withdrawal

- 7.5.1. LIBF recognises that students who register for a programme may need to cancel or withdraw their registration(s). The procedures for this are confirmed in LIBF's Student Withdrawal Policy.
- 7.3.9. Students may later be readmitted to the same or an alternative programme, with the permission of the Director of Studies and Managing Director, Higher Education.

8. Assessment

Assessment

- 8.1.1. Assessment is how students can demonstrate they've achieved the learning outcomes of their programme of study. It's done in accordance with LIBF's Code of Practice (Chapter 7: assessment) and as described in programme and module specifications.
- 8.1.2. LIBF has separate assessment regulations which students must comply with when taking an assessment.

Timing of assessment

- 8.2.1. For scheduled assessments, students should attend and / or submit their work on / by the published dates and times.
- 8.2.2. For on demand assessment(s), students are required to independently schedule their own assessment(s).

Submission of assessed work

- 8.3.1. LIBF will reject submissions that aren't made in the requested format.
- 8.3.2. Submitted assessments will be checked to ensure their integrity, for example, through a plagiarism detection process.
- 8.3.3. Where there is a set deadline for an assignment, late submission won't be accepted. LIBF will determine the time of assignment submission based on internal timestamps.

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Pass marks

- 8.4.1. To pass an **assessment component** students must
- i. achieve 40% at undergraduate level
 - ii. achieve 50% at postgraduate level.
- 8.4.2. To pass a **module** students must:
- i. achieve the module pass mark (40% at undergraduate level and 50% at postgraduate level), and
 - ii. where a module has more than one assessment component, achieve a minimum mark in each assessment component (20% at undergraduate level and 25% at postgraduate level).
- 8.4.3. Students who do not attend or submit their assessment will be graded as a DNS ('Did Not Sit') and will need to resit the assessment.
- 8.4.4. Once students have met the criteria to pass a module, they can't resit any assessment components.

Failure and reassessment

- 8.5.1. Students who fail a module will be given one opportunity to resit (or resubmit if their programme allows) one or more failed assessment component(s) to then pass the module.
- 8.5.2. Where an assessment is resat, students need to keep up to date with any amendments / and or updates made to the syllabus.
- 8.5.3. Where students successfully resit an assessment, the mark will be capped at the pass mark for that assessment
- 8.5.4. Students can't continue on their programme of study if they don't achieve the required number and level of credits for that programme.
- 8.5.5. Students may be charged a fee for reassessment.
- 8.5.6. In exceptional circumstances, students who've failed to pass an elective module may be allowed to switch to another elective module (not available to apprentices). A fee may be charged to students who change to a new module.

Alternative assessment

- 8.6.1. In exceptional circumstances, and where their programme allows, students who've failed to pass an elective module may be allowed to switch to another elective module. A fee may be charged to students who change to a new module.

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9. Reasonable adjustments

Reasonable adjustments

- 9.1.1. LIBF supports students for whom the standard learning, teaching, and assessment arrangements may adversely affect their ability to demonstrate their true performance level.
- 9.1.2. Students should apply for a reasonable adjustment if they need assistance because of a disability or special educational need.
- 9.1.3. The detailed procedure and conditions to apply for reasonable adjustments are set out in LIBF's Reasonable Adjustments Policy and Code of Practice (Chapter 7: assessment).

10. Special considerations

Special considerations

- 10.1.1. Any student whose studies are significantly affected by temporary circumstances beyond their control should complete an application under the Special Consideration Policy.

11. Progression

Progression (programme specific)

- 11.1.1. On certain programmes of study, to progress from one level of a programme to the next, students must pass all modules required at the previous level or be approved to trail credits. Progression is approved by the Assessment Board.
- 11.1.2. The programme specification may require that particular modules be studied and / or passed before students can progress.
- 11.1.3. If exceptional circumstances have negatively impacted a student's study for the whole academic year, they may be allowed to repeat the year. Students who repeat a year will be required to retake any previously completed modules.

Trailing credits (programme specific)

- 11.2.1. Trailing credits is where, on certain programmes of study, students may progress to the next level of a programme without achieving all the required credits at the former level. Trailing credits must be agreed by the Assessment Board.
- 11.2.2. Students may only study trailed credits at the next level if they've fulfilled any prerequisites for the study of modules at the higher level.
- 11.2.3. Where trailed credits aren't achieved at the new level of study, no further progression / completion will normally be allowed.

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Deferred credit (apprenticeship programmes only)

- 11.3.1. Students studying an apprenticeship programme may follow a different route to achieve their credits. For example, accreditation of prior learning for Levels 4 and 5 (up to 50 per cent for each level) may be completed during the final stage (i.e., Level 6) of their programme of study.
- 11.3.2. Progression and trailing credits for students studying an apprenticeship programme will be based on modules scheduled for completion.

12. Granting awards

Assessment Boards

- 12.1.1. All decisions about the outcomes of assessments and modules are considered by an Assessment Board.
- 12.1.2. Module marks and programme grades/ classifications are approved by an Assessment Board. The date of the award is the date it was approved by the Programme Assessment Board.
- 12.1.3. Provisional assessment marks will be released to students after their assessment, but may be withheld under exceptional circumstances. If this is the case, students will be advised of the revised release of provisional results.

Classifications and grades

- 12.2.1. The grade / classification of an award will be determined by reference to the overall average module mark per level (dependent on module credit values), and the prescribed weighting between levels (see below for further details). These are informed by established programme conventions and precedent, for example, consideration of borderline cases.

Level in the FHEQ	Grade / classification	Average mark threshold
4	Pass Fail	40% and above 0-39%
5	Distinction Merit Pass Fail	70.0% and above 60.0%-69% 40.0%-59% 0- 39%

6	Distinction Merit Pass Fail	70.0.% and above 60.0%-69% 40.0%-59% 0- 39%
6 Honours degree	First Class Honours Second Class Honours (2:1) Second Class Honours (2:2) Third Class Honours Fail	70.0.% and above 60.0%-69% 50.0%-59% 40.0%-49% 0- 39%
6 Non-Honours (Ordinary degree)	Not classified	N/A
7	Distinction Merit Pass Fail	70.0.% and above 60.0%-69% 50.0%-59% 0- 49%

12.2.2. Awards that cover different levels will be weighted as shown in the following table:

Level of award	Levels of study included	Classification / grade calculation
Level 5	Study at Level 4 and 5	100% Level 5
Level 5	Study at Level 5 only	100% Level 5
Level 6	Study at Level 6 only	100% Level 6
Level 6	Study at Levels 5 and 6	Weighted: 30% Level 5 70% Level 6

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Aegrotat awards

12.3.1. Assessment boards may award an aegrotat degree where the student has died or is unable to complete their studies through severe and / or permanent illness or disablement. Aegrotat degrees are unclassified.

Graduation

12.4.1. Awards are granted at a graduation ceremony. No candidate for an award can use the rights and privileges attached to such awards until they have been formally approved for granting.

Transcripts

12.5.1. Students will automatically receive one copy of their final academic transcript when they have completed their degree. Requests for duplicate transcripts will incur a fee.

12.5.2. Students may request one copy of their academic transcript on completion of each level of study, if applicable.

Certification

12.6.1. After graduation, each graduate, diplomate, and certificate holder will be issued an award certificate.

12.6.2. An award certificate is the formal confirmation from LIBF that students have met the learning outcomes of their programme of study and have completed all the requirements for the award within the regulations.

12.6.3. Replacement certificates will be issued in line with the HE Certification Policy.

13. Academic Integrity

Academic Integrity

13.1.1. LIBF won't tolerate cheating of any kind. Students attempting to gain credit for work that isn't their own, either unknowingly or in an attempt to mislead, will be considered under the procedures set out in LIBF's Code of Practice (Chapter 9: malpractice).

14. Student complaints and appeals

Student complaints

14.1.1. LIBF understands that students may not always be satisfied with the service they receive and is committed to ensuring that complaints are dealt with effectively and consistently. Information and guidance on the process for making a complaint can be found in LIBF's Code of Practice (Chapter 10: student complaints and appeals).

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Appeals

14.2.1. Appeals may only be made on specific grounds and criteria. Information and guidance on the process for making an appeal can be found in LIBF's Code of Practice (Chapter 10: student complaints and appeals).

Office of the Independent Adjudicator

12.3.1. The Office of the Independent Adjudicator for Higher Education (OIA) runs an independent scheme to review the internal processes of its member providers. LIBF is a member of this scheme. If students are unhappy with the outcome of a decision made by LIBF, they may be able to ask the OIA to review their case.