

Conditions of Registration 2019-21

Supplementary Agreement for PGCE Salaried Students

Postgraduate Certificate in Education (Wales)

Contents

Scope	3
What this document covers	3
What this document does not cover	3
Supplementary Agreement	4
Related Documentation	4
Documents that govern your study:.....	4
Information and guidance:.....	4
Information sharing and Data Protection:	4
The Open University Student Charter Principles	4
Introduction	5
Main terms of the Supplementary Agreement.....	6
1 Summary of the main terms of the Supplementary Agreement	6
2 Additional conditions for disclosure of legal restrictions and conditions	6
3 Code of Conduct and Fitness to Practise (FtP) Procedures	7
4 Teaching Commitment.....	8
5 Fees	9
6 Termination of Agreement with Employer School by The Open University.....	10
7 Statutory Right to Cancellation of Registration and Termination of Registration/withdrawal	10
8 Your Studies	11
9 Changing Your Study (Deferring your studies or Taking a Study Break)	12

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 April 2020	Date for review: 1 January 2021

Glossary of terms	13
Further clarification	14
Alternative format	15
The Open University in Wales.....	15
I siaradwyr Cymraeg.....	15
Students living in Wales:.....	15
Appendix A.....	16
Circumstances under which students may be considered for a deferral or study break to complete their PGCE qualification.....	16

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 April 2020	Date for review: 1 January 2021

Scope

What this document covers

This Supplementary Agreement applies to students who have been accepted on to The Open University's Postgraduate Certificate in Education (PGCE) (Wales) programme on the salaried route only. This Supplementary Agreement sets out the additional terms relating to study of a PGCE (Wales) qualification under this salaried route.

Students studying the PGCE (Wales) as salaried students are paid members of staff in a school, with fees fully met by the Welsh Government and a non-qualified teacher salary paid by their employing organisation.

Salaried students on the PGCE will be both students of The Open University and employees of their Employer school. They will need to register with the Regulatory Body (the Education Workforce Council, EWC) as a School Support worker before they commence their PGCE and will need to comply with the [EWC Code of Professional Conduct and Practice](#)

Salaried students undertake practice learning periods in school concurrently with academic study and with employment. Practice learning is assessed by mentors, school coordinators and practice tutors: more information on these roles is given in the Glossary.

On successful award of the PGCE (Wales) qualification, The Open University will notify the EWC of recommendation for Qualified Teacher Status (QTS).

What this document does not cover

This Supplementary Agreement does **not** apply to:

- students following the part-time, self-funded PCGE route (available from October 2020)
- students who have not yet been accepted on to The Open University's PGCE (Wales) programme
- students who are studying modules that could contribute to a qualification outside the PGCE (Wales) programme
- students who are studying other work-based learning qualifications or programmes, such as social work and nursing
- students studying standard Open University modules or qualifications, who should refer to the current [Conditions of Registration](#)
- Students on Apprenticeship programmes, who should refer to the [Conditions of Registration \(Apprentices\)](#)
- Students studying Microcredentials who should refer to the [Terms and Conditions \(Microcredentials\)](#)

Version number: 1.0	Approved by: Delegate of Director, Academic Services
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Supplementary Agreement

This document is a Supplementary Agreement to the main [Conditions of Registration](#). The terms and conditions in this Supplementary Agreement take precedence over the Conditions of Registration where these differ.

Related Documentation

Refer to the following documentation in conjunction with this document:

Documents that govern your study:

- [Conditions of Registration](#)
- Qualification-specific regulations for the [PGCE](#)

Information and guidance:

- [Fitness to Practise Procedure](#)
- [Fitness to Study](#)

Information sharing and Data Protection:

- [Student Privacy Notice](#)
- [PGCE Privacy Notice](#)

The Open University Student Charter Principles

This policy aligns with the following [Open University Student Charter](#) Principles:

- Principle 2: We aim to inspire and enable learning
- Principle 3: We share the responsibility of learning
- Principle 4: We work together to secure the University's mission and to promote the University's values.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 April 2020	Date for review: 1 January 2021

Introduction

This document sets out the additional terms agreed with The Open University relating to your study towards the PGCE (Wales). It should be read together with the [Conditions of Registration](#) document and the rules, regulations and policies referred to therein and in this agreement.

By registering for the PGCE (Wales) you are agreeing to the terms specified in the [Conditions of Registration](#) (except on the instances listed in the table below) along with those additionally listed within this document:

Section of Conditions of Registration 2019/20	Exceptions for PGCE Salaried Route
Summary of the main terms of the contract between us	Points 9. and 11. do not apply
A Your agreement	A1.d) the “Admission of Applicants under the Age of 18” policy does not apply as the programme will not admit anyone under 18. A2 Additional condition for disclosure of legal restrictions and conditions is superseded by Section 2.1 in this PGCE Supplementary Agreement
B Your fees	Section B Your Fees is superseded by Section 5 in this PGCE Supplementary Agreement
E Ending your registration	E1 Cancelling your registration is superseded by Section 7 in this PGCE Supplementary Agreement

This Agreement is effective from the date you registered for your PGCE and will continue to apply until you have either completed your qualification or your registration has lapsed or been cancelled, whichever occurs first.

Salaried students can register only through the Student Recruitment and Support Centre (SRSC) in Wales.

For specific guidance on how this agreement may relate to your personal circumstances, please contact the PGCE team on 029 2047 1170 or email Wales-PGCE@open.ac.uk who are specially trained to advise on the implementation of this agreement.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 April 2020	Date for review: 1 January 2021

Main terms of the Supplementary Agreement

1 Summary of the main terms of the Supplementary Agreement

- 1.1 This section sets out a brief summary of the supplementary terms of your agreement to study a PGCE (Wales) qualification with The Open University. You are agreeing to:
- a) comply with and abide by the [Code of Conduct and Practice](#) set by the Regulatory Authority, the Education Workforce Council (EWC).
 - b) be accepted onto the PGCE salaried route. Without this you will not be permitted to participate in the study or practice learning periods of the PGCE (Wales) qualification and have your fees paid by the Welsh Government.
 - c) comply with the legal and policy requirements of the Open University, Regional Consortia, your Employer School and Second school as set out in their respective policies, procedures and terms of employment.
 - d) meet the academic standards and practice-based requirements that are identified within Open University study and via the [Wales Professional Standards for Teaching and Leadership](#). You must do this in order to be awarded your PGCE.
 - e) notify The Open University and your Employer School, as soon as possible, of any concerns you have of not meeting such requirements.
 - f) understand that The Open University may suspend or terminate your registration or deny the award of the PGCE (Wales) if the terms set out in this agreement are not met.
 - g) understand that The Open University, the Regional Consortia, your Employer school and Second school may share necessary information about your health, disability, academic performance, conduct, fitness to practise and professional standards. Such information will be kept secure and will only be processed in accordance with [The Open University's PGCE Privacy Notice](#).
 - h) (As a salaried student), be resident in either Wales or England and be able to travel to your Employer School in Wales on a daily basis.

2 Additional conditions for disclosure of legal restrictions and conditions

- 2.1 You must disclose any criminal conviction prior to registration or at any point that you become subject to a criminal conviction during the course of your studies. It is highly likely that any criminal conviction will preclude you from studying the PGCE (Wales) at The Open University but each case will be considered individually.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 April 2020	Date for review: 1 January 2021

2.2 All salaried students must hold a Disclosure and Barring Scheme (DBS) certificate before they are allowed into a school for teaching experience. Students who are currently, or become, subject to an order, restriction or arrangement imposed by a court or by an authorised body must make the Director of PGCE Programme in Wales or their delegate aware immediately of any conditions which may prevent them from fully engaging with their course and the wider University community. In such circumstances, you may be obliged to stop studying the PGCE (Wales) qualification because you will be in contravention of the Code of Conduct and Practice (see 3 below). This disclosure helps us support students in complying with any conditions while studying with The Open University and fulfils our safeguarding obligation and includes those subject to Sex Offender Registration and Sexual Harm Prevention Orders.

3 Code of Conduct and Fitness to Practise (FtP) Procedures

3.1 By entering into this Supplementary Agreement you explicitly acknowledge that you understand and agree to be bound by the revised Code of Conduct and Practice (effective from 1 September 2019) set by the Regulatory Authority, the Education Workforce Council (EWC): [EWC Code of Professional Conduct and Practice](#)

This means that:

a) If a concern is raised that you are not achieving or maintaining the expectations of the Code at a level appropriate to the stage of your studies for the PGCE (Wales) qualification and other means of support have not proved sufficient, you may be referred under the Open University's [Fitness to Practise Procedure](#).

This may result in:

- conditions being applied for you to continue to study for a PGCE;
- suspension from study for a PGCE;
- termination of registration for a PGCE;
- the withholding of the award of a PGCE.

b) You agree to notify the Director of PGCE Programme in Wales or their delegate (Wales-PGCE@open.ac.uk) as soon as practicable of any matter which may give rise to any concern about your ability to meet the Code of Conduct and Practice of the Regulatory Authority.

3.2 Although you may have been awarded module credit that satisfies the academic and practice learning requirements of the PGCE (Wales), that qualification may be withheld by The Open University on the recommendation of a Fitness to Practice (FtP) Panel if they determine that you have failed to meet the standards required in the EWC Code of Conduct and Practice, due to matters that occurred prior to the conferment of the qualification.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 April 2020	Date for review: 1 January 2021

- 3.3 If a PGCE has been conferred and any matters occurring before the conferment of the qualification subsequently come to light that, in the opinion of an FtP panel, ought to have been declared and would have resulted in the withholding of the PGCE (Wales) qualification, the matter shall be referred to the University's Central Disciplinary Committee who have the power to withdraw the PGCE (Wales) qualification.
- 3.4 If the PGCE (Wales) qualification is not awarded, you will not be eligible to register to practise as a teacher. If you have successfully passed a module(s), you may be able to count the credit towards other Open University qualifications that you register for outside of the PGCE Programme.
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4 Teaching Commitment

- 4.1 When you register for the PGCE (Wales) qualification with The Open University, you agree to:
- a) Co-operate with your Employer School and sufficient appropriate practice learning periods to enable you to meet the learning outcomes of the PGCE (Wales) qualification and the requirements of the EWC, which include 120 days of teaching practice.
 - b) Co-operate with your Employer School and second school to meet any reasonable requirements to maintain the reputation of the schools, the Welsh Government, and The Open University and comply with their legal and financial obligations and service standards in connection with your participation in the practice learning opportunities provided.
 - c) Comply with the employment policies and practices of the Employer School and second school and take all reasonable steps to undertake any practice learning opportunities required in order to complete the PGCE (Wales) qualification.
- 4.2 The Employer School will require you to co-operate with your practice tutor, school coordinator and mentor. Your practice tutor, school coordinator and mentor will:
- a) Carry out observations and supervise practice, offering regular feedback to you throughout the practice learning periods;
 - b) Carry out any assessment responsibilities required of them by the PGCE (Wales) qualification; and
 - c) Participate in planning, monitoring and review meetings with you and each other as required.
- 4.3 If you are in breach of the clauses outlined in Paragraphs 4.1 and 4.2, and in the opinion of your mentor and the Director of PGCE Programme in Wales or their delegate, it is not reasonably practicable for you to complete a teaching commitment, your Employer School and The Open University are not obligated to provide a further opportunity for

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 April 2020	Date for review: 1 January 2021

you to meet the practice learning requirements for that module. If you are not meeting the [Wales Professional Standards for Teaching and Leadership](#) and fail your teaching experience (and the resit opportunities), your studies may be suspended in accordance with the [Conditions of Registration](#) (Section E.2).

- 4.4 If difficulties arise outside your control in the course of a practice learning experience that cause your learning to be disrupted, they will be managed by The Open University and the Regional Consortia in partnership with your Employer School or Second school. This may include offering you an alternative Employer School or Second School.
- 4.5 If the Employer School or second school does not allow you sufficient time to complete the required practice learning experiences, The Open University and Regional Consortia will address this with the school and if required, endeavour to extend your study period to allow the Employer School or second school to provide sufficient practice learning opportunities.

5 Fees

- 5.1 Salaried students will not be expected to make a direct contribution towards their tuition fees and will be paid by the employer school as a non-qualified teacher.
- 5.2 Under the Salaried Route, students are paid (employed) by a state-funded school in Wales to work as a non-qualified teacher while they study for their PGCE. Student fees on this route will be funded by a Training grant from the Welsh Government and these will be paid directly to The Open University for the duration of the qualification.
- 5.3 If you are in breach of the terms of this Supplementary Agreement, or cancel/terminate your studies, your fees will immediately cease to be paid by the Welsh Government.
- 5.4 If you have deliberately given misleading, incorrect or fraudulent information about your circumstances, you may become personally liable for some or all of your fees.
- 5.5 If, after discussion with The Open University and your Employer School and second school, you decide to withdraw from the salaried route, you may be eligible to apply to study the Open University PGCE qualification through the part time route. For more information, contact the PGCE team on 029 2047 1170 or email Wales-PGCE@open.ac.uk.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
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6 Termination of Agreement with Employer School by The Open University

- 6.1 In the event that the Open University's collaboration agreement with your Employer School is terminated, The Open University and Regional Consortia will take reasonable steps to enable you to finish the programme including completing all necessary modules and carrying out all necessary practice learning experience.

7 Statutory Right to Cancellation of Registration and Termination of Registration/withdrawal

- 7.1 As a student, you are able to exercise your right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations (2013) to cancel your registration without penalty up to 14 days after the date of your confirmation of registration, regardless of how your fees are paid.
- 7.2 The Open University can cancel your registration for the PGCE (Wales) qualification in the circumstances set out in the [Conditions of Registration \(Section E\)](#). In addition, we may cancel your registration if you do not:
- Undertake practice learning periods with an agreed school.
 - Maintain the conditions of the Salaried Route, such as employment by an Employer School.
 - Maintain the standards of the Regulatory Authority with respect to your health, competence and standards of behaviour.
- 7.3 If your employment is terminated by your Employer School because you are in breach of the terms of your employment contract with them, you will not be able to continue on the salaried route of this qualification. You may be able to apply to move to the part-time (self-funded) route, depending on your circumstances. To discuss your options, please contact the PGCE team on 029 2047 1170 or email Wales-PGCE@open.ac.uk.
- 7.4 If you decide to cancel your registration on your PGCE qualification before starting study, you must discuss this first with The Open University and your Employer School to agree implications. This may affect your Terms of Employment with your Employer School (which may include losing your employment). This decision will be made by your Employer School.
- 7.5 If you wish to cancel your registration after you begin studying, you must discuss this first with the Open University and your Employer School. Once you confirm your decision you must make a clear statement by letter or email, to the Director of PGCE Programme in Wales or their delegate via Wales-PGCE@open.ac.uk, setting out your

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 April 2020	Date for review: 1 January 2021

decision in writing. If you cancel your registration, you will not be able to recommence your studies and will no longer be a student of The Open University. You will not be eligible for any fee refunds or fee credits. This may affect your Terms of Employment with your Employer School, which may include losing your employment. This decision will be made by your Employer School.

- 7.6 If you have successfully passed any module(s) at the point of cancelling your studies, you may - subject to the [Academic Regulations \(Taught Courses\)](#) - be able to count this towards another qualification that you register for outside of the PGCE Programme.

8 Your Studies

- 8.1 You cannot delay your studies part-way through unless there are exceptional circumstances, which would be determined at the discretion of the Director of PGCE Programme in Wales or their delegate and the Headteacher of the Employer School (see Section 10). If you have prolonged or repeated absences from any part of the PGCE qualification, this may result in a cause for concern and/or the triggering of the Student Support Framework (See Glossary).
- 8.2 You should normally complete your PGCE within 24 months from the start date of your first module. See Section 10 if you think this will not be possible.
- 8.3 In order to be eligible for the award of PGCE (Wales) you must, in the opinion of The Open University for each module completed, satisfactorily meet both the academic requirements of The Open University and the requirements of the [Wales Professional Standards for Teaching and Leadership](#).
- 8.4 You must successfully complete all appropriate requirements and modules as outlined in the Qualification Regulations specific to the PGCE (Wales) qualification in order to receive the award.
- 8.5 If you fail a module (including the failure of any resit or resubmission), you will need to leave the salaried route of the PGCE qualification. If you have begun studying the next module whilst you awaited results, you will not be able to complete that module.
- 8.6 If you leave or are no longer eligible for the Salaried Route PGCE qualification, this may affect your Terms of Employment with your Employer School which may include losing your employment. This decision will be made by your Employer School.
- 8.7 You must pass all modules to be awarded the PGCE qualification. If you do not pass the first End of Module Assessment (EMA) submission attempt (comprising academic assessment and practice learning evaluation), you may be invited to resubmit, depending on your results. If you are not offered a resubmission, or if you do not pass the module following the resubmission attempt, we will deregister you from the qualification.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 April 2020	Date for review: 1 January 2021

9 Changing Your Study (Deferring your studies or Taking a Study Break)

- 9.1 In certain circumstances (as detailed in Appendix A), you may decide you need to stop studying before you submit the End of Module Assessment (EMA) for a module. This is called deferral and means you would stop studying the module you are currently registered upon before submitting and passing your assessment for that module, and we would register you to begin that module at its next start date. You must discuss your options with the Director of PGCE Programme in Wales or their delegate (Wales-PGCE@open.ac.uk) and your Employer School. There is no guarantee that you will be allowed to defer from the salaried route of the PGCE. You may however be able to transfer to the part-time route.
- 9.2 If you are permitted to defer, you will rejoin that same module at the next start date. You will be permitted to carry over evidence previously collected in your e-portfolio and continue to contribute to this. You will pick up study from the beginning of the module. It cannot be guaranteed that the evidence required for assessment at the time you restart the module will be identical to that required in the earlier module from which you deferred. Stopping study may have implications for your employment.
- 9.3 Applications for a deferral may be considered where you have been unable to study due to reasons beyond your control (see Appendix A). Other circumstances where a deferral may be granted are:
- i) if you have been suspended under [Fitness to Practise Procedure](#) and subsequently reinstated;
 - ii) if you lose your school employment through no fault of your own and we are unable to find an immediate replacement school which will support you on the PGCE (Wales) qualification. Please note the Open University and Regional Consortia will make every effort to find you a replacement school.
- 9.4 In certain circumstances (as detailed in Appendix A) or under the [Fitness to Study Policy](#), and in agreement with The Open University and your Employer school, you may be permitted to take a study break between modules. This means that you would take a break from study between completing modules in one year and before starting the next module the following year. In order to take a study break, you will have submitted and passed your assessment for the module after which you wish to take a study break. Taking a study break may have implications on your ability to complete the PGCE qualification: In order to qualify for the PGCE qualification, all study must be completed within four years of module PGCE 1 start date. The procedure and reasons for taking such a study break must be discussed with the Director of PGCE Programme in Wales or their delegate and the Headteacher of your Employer School. There is no guarantee that you would be allowed to take a study break on the salaried student route.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 April 2020	Date for review: 1 January 2021

9.5 If study is not completed within four years, you will not achieve the PGCE qualification nor QTS recommendation. You may, subject to the Academic Regulations (Taught Courses), be able to use any credit you have already completed towards another qualification that you register for outside of the PGCE Programme.

Glossary of terms

Code of Conduct and Practice

Contains the professional standards of practice and behaviour for teachers as published by the Regulatory Authority: [EWC Code of Professional Conduct and Practice](#)

Conferment of qualification

The point at which your qualification is awarded to you formally via the Open University awarding processes.

Curriculum Tutor

Curriculum Tutors are the student teachers' key contact with The Open University in Wales.

Deferring your studies or Taking a Study Break

Deferral: in certain circumstances (as detailed in Appendix A), you may decide you need to stop studying before you submit the End of Module Assessment (EMA) for a module. This is called deferral and means you would stop studying the module you are currently registered upon before submitting and passing your assessment for that module, and we would register you to begin that module at its next start date.

Taking a study break: in certain circumstances (as detailed in Appendix A) or under the [Fitness to Study Policy](#), and in agreement with The Open University and your Employer school, you may be permitted to take a study break between modules. This means that you would take a break from study between completing modules in one year and before starting the next module the following year. In order to take a study break, you will have submitted and passed your assessment for the module after which you wish to take a study break.

Taking a study break may have implications on your ability to complete the PGCE qualification

E-Portfolio

Contains evidence submitted by the student at the end of each module, to show their progress towards the outcomes of the PGCE.

Employer School

School with a PGCE student teacher employed within their school. Student teachers are employed at the unqualified teacher rate as set by the national pay structure for teachers in Wales.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 April 2020	Date for review: 1 January 2021

Mentor

Your main contact at your Employer school supporting you on completion of your PGCE studies.

Module

A module is a set of study units; the PGCE is made up of three modules. A student must successfully complete both the academic assessments and practice learning requirements for each module in order to pass.

Part-time Route

The route through the PGCE Wales qualification which is self-funded by students and not based in an Employer School.

Practice Learning Periods

Dedicated PGCE teaching experience time for those students on the salaried programme.

Practice learning/ practice-based learning

The generic term for learning experiences based in a practice environment.

Practice Tutor

An experienced Initial Teacher Education tutor from another school who monitors your progress on the PGCE qualification.

School Coordinator

Schools provide a school co-ordinator who is a senior member of school staff.

Second School

The second school that you are placed in to complete your practice learning.

Further clarification

For specific guidance on how this agreement may relate to your personal circumstances, please contact the PGCE team on 029 2047 1170 or email Wales-PGCE@open.ac.uk who are specially trained to advise on the implementation of this agreement.

If you have any comments about this policy document and how it might be improved, please submit these to SPR-Policy-Team@open.ac.uk.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
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Alternative format

If you require this document in an alternative format, please contact the Open University in Wales:

The Open University in Wales

18 Custom House Street
Cardiff
CF10 1AP

Phone +44 (0)29 2047 1170

Email wales-support@open.ac.uk

I siaradwyr Cymraeg

Os rydych yn siarad Cymraeg a fyddai'n well gennych trafod eich anghenion drwy gyfrwng y Gymraeg, cysylltwch â'r Brifysgol Agored yng Nghymru yng Nghaerdydd os gwelwch yn dda

ffôn 029 2047 1170 neu ebost wales-support@open.ac.uk

Students living in Wales:

You can speak to a student support advisor in Welsh.

Phone 029 2047 1170

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 April 2020	Date for review: 1 January 2021

Appendix A

Circumstances under which students may be considered for a deferral or study break to complete their PGCE qualification.

Criterion	Conditions and notes	Supporting evidence required
1. Death of a close family member, partner or dependant.	A close family member is defined as someone on whom you are dependent (emotionally or financially) or who was dependent on you.	Hard copy or email notification followed by documentary evidence. Certified copy of death certificate (an exception may be made if the death occurred within six weeks before application).
2. An unforeseen prolonged incapacity of yourself or a close family member due to serious illness, accident or medical condition	If you were aware before the module start date of the medical problems, the condition needs to have worsened or deteriorated since then, i.e. it could not have been anticipated at the outset of the module that the illness or condition would have adversely impacted on your study.	Hard copy or email notification followed by documentary evidence. Certificate, letter or medical statement from GP or consultant confirming the situation. (The period of the illness needs to have a bearing on the timing of the withdrawal).
3. Disability	The reasonable adjustments made by the University, have not enabled you to study effectively; or The impact of a disability on your studies has been more severe than anticipated; or There has been an increase in your disability/disabilities affecting your studies since the module start date.	Corroborative evidence from University records e.g. tutor or Student Support Team (SST) Certificate, letter or medical statement from GP, consultant, non-medical helper or a support person or organisation confirming the situation.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 April 2020	Date for review: 1 January 2021

Criterion	Conditions and notes	Supporting evidence required
4. An unforeseen prolonged incapacity of yourself due to pregnancy or maternity/paternity	If you were aware of the pregnancy before the module start date, the impact on your study of the pregnancy or maternity/paternity must be greater than might reasonably have been anticipated.	Hard copy or email notification followed by documentary evidence. Certificate, letter or medical statement from GP or consultant confirming the situation.
5. An unforeseen prolonged incapacity of yourself due to gender reassignment	If you had undertaken gender reassignment before the module start date or by then you were aware of the arrangements to do so after that date, the impact on your study must be greater than might reasonably have been anticipated.	Hard copy or email notification followed by documentary evidence. Certificate, letter or medical statement from GP or consultant confirming the situation.
6. An unforeseen change in employment circumstances with the effect that it is not reasonably possible to continue to study due to the extreme nature of the work, poor communications or the absence of study facilities.	Circumstances which may normally occur in the course of undertaking your Salaried Route employment such as a change of tasks, an increased workload or reasonable travel requirements will not be considered.	Hard copy or email notification followed by documentary evidence. E.g. letter or email from your Employer School.
7. Maladministration on the part of the University.	Action or inaction which could be classed as maladministration on the part of the University and which has affected your academic progress. This does not extend to circumstances that are beyond the control of the University.	Any relevant evidence to support your application e.g. record of student contact.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 April 2020	Date for review: 1 January 2021

Criterion	Conditions and notes	Supporting evidence required
8. Other exceptional circumstances of a serious nature beyond your control.	Circumstances beyond your control that significantly reduced the time available for study over a sustained period.	Supporting evidence e.g. report from emergency services, social services, police or counsellor.
9. Caring responsibilities	If your caring responsibilities were in place before your module start date, the impact on your study must be greater than might have reasonably been anticipated.	Hard copy or email notification followed by documentary evidence. E.g. Letter or medical statement from GP, consultant, non-medical helper or a support person or organisation confirming the situation.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
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