

BPP University – University Policies and Procedures

Learning Support Policy



Scope	Students/Staff/External Agencies
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Purpose	Outlines the University's Learning Support Provision for Students.

Regulatory Mapping

BPP University General Academic Regulations
Section C: Registration, Engagement, Progress, and Conduct

BPP University
University Policies and Procedures
Learning Support Policy

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1. Introduction

- 1.1. BPP University's Learning Support Team aims to ensure that applicants and students with learning difficulties, neurodiversity, mental health issues and disabilities as well as student who require support due to pregnancy or temporary injury can access all aspects of BPP provision of education services.
- 1.2. The inception of the [Equality Act 2010](#) and increased public awareness of learning difficulty and disability rights have placed more demands on Higher Education Institutions.
- 1.3. Funds are available for UK students through Student Finance England, Wales or Scotland - namely, the Disabled Students' Allowances, which can assist with the costs of specialist equipment and personal specialist staffing support. Other sources of funding may also available for students who are not be eligible for Disabled Students' Allowances, Please speak to the Learning Support Team for details.

- 1.4. This policy sets out how BPP University aims to continue to maintain high standards of support for students with learning difficulty, neurodiversity, mental health issues and/or disability.

2. Purpose

2.1. In presenting this Policy, BPP University seeks to:

- (a) outline and express its full commitment to students who are entitled to learning support, namely in the deployment of reasonable adjustments due to a learning difficulty and disability as defined by the [Equality Act 2010](#);
- (b) clarify the scope of the Learning Support Team;
- (c) involve students in the planning of the support which they require and assist with applications for funding;
- (d) develop and maintain systems which encourage students to disclose learning difficulty and/or disability at application and registration to ensure that support is provided early in their programme of study;
- (e) improve outcomes for students with learning difficulty and disability in terms of retention, achievement and progression to employment or further study;
- (f) promote the independence of students with learning support entitlements, through the development of personal strategies for overcoming barriers to learning.

3. Terminology

3.1. A disability is defined by the [Equality Act 2010](#) as a person who:

- (a) has physical or mental impairment;
- (b) the impairment has a substantial and long-term adverse effect on their ability to perform normal day-to-day activities.

3.2. For the purposes of the [Equality Act 2010](#), these words have the following meanings:

- (a) 'substantial' means more than minor or trivial;
- (b) 'long-term' means that the effect of the impairment has lasted or is likely to last for at least twelve months (there are special rules covering recurring or fluctuating conditions);
- (c) 'normal day-to-day activities' include everyday things like eating, washing, walking and going shopping.

3.3. People who have had a disability in the past that meets this definition are also protected by the [Equality Act 2010](#).

3.4. Progressive conditions considered to be a disability:

- there are additional provisions relating to people with progressive conditions. People with HIV, cancer or multiple sclerosis are protected by the [Equality Act 2010](#) from the point of diagnosis. People with some visual impairments are automatically deemed to be disabled.

3.5. Conditions that are specifically excluded:

- some conditions are specifically excluded from being covered by the disability definition, such as a tendency to set fires or addictions to non-prescribed substances.

3.6. Learning Support is the term used to describe a range of support available to students with learning difficulty and/or disability. These include:

- (a) the reasonable adjustments to be made by academic staff (e.g. providing copies of lecture notes before a lesson, giving advance notice to students of timetable changes or the date of an exam);
- (b) the assistive technology which is provided to enable students to access their learning resources;
- (c) the provision of one-to-one support such as a Support Worker, Note-Taker, British Sign Language (BSL) Interpreter, Learning Mentor, Specialist Dyslexia Tutor (provided by one of our partner staffing agencies), or manual note taker;
- (d) the adaptation of materials into Braille or enlarged text;
- (e) the adjustments made by staff in service areas at BPP University such as the Library, IT Services, Facilities, Student Advice and Guidance, the Students' Association, Social Impact Team or Alumni;
- (f) arrangements for the implementation of reasonable adjustments in assessments, (e.g. the provision of extra time, scribe, reader etc.).

4. Objectives

4.1. The implementation of the Learning Support Policy aims to ensure that BPP University:

- (a) complies with the [Equality Act 2010](#), the Equality Duty, the applicable data protection legislation, and the QAA's *UK Quality Code for Higher Education*, and the Office for Students;
- (b) provides learning support in a manner which continues to maintain academic and professional standards (including those of professional, statutory and regulatory bodies including, but not limited to, the Bar Standards Board, the Solicitors Regulatory Authority, the Nursing and Midwifery Council, Association of Chartered Certified Accountants (ACCA))
- (c) seeks ways to support students with learning support entitlements which promote independence and confidence to engage with further study or employment;
- (d) meets the requirements of the Disabled Students' Allowance regulations, where applicable;
- (e) enables students with learning support entitlements to have a fair and equal opportunity to demonstrate their skills, knowledge and experience and achieve their academic aspirations.

5. Learning Support Strategy

5.1. The Learning Support Objectives will be achieved by various means, including:

- (a) ensuring that only those individuals with an identifiable learning difficulty and/or disability receive support in the form of reasonable adjustments;
- (b) the production of clear and relevant Learning Support Agreements which detail agreed support interventions for learning and teaching and examinations;
- (c) the use of inclusive approaches to learning and teaching and assistive technology to facilitate student independence and make economical use of resources;
- (d) providing information to all staff regarding their responsibilities under the [Equality Act 2010](#);
- (e) providing staff development opportunities and advice to all staff;
- (f) taking into account the entitlements of students with learning difficulty and/or disability when planning work placements, where applicable;
- (g) the continued development and implementation of systems which encourage disclosure of additional support requirements before the individual commences their learning programme

- (h) timely learning support interventions to ensure students are supported as soon as is practicably possible after disclosure and support interview;
- (i) the promotion of the services offered by the Learning Support Team to staff and students;
- (j) the development of resources to assist staff in understanding the requirements of students with identified learning support agreements and disabilities;
- (k) the undertaking of risk assessments and PEEPs in conjunction with the Health and Safety Team where there is a potential risk to students or staff due to the nature of the student's learning difficulty and/or disability;
- (l) ensuring that the sharing of information on students' learning support entitlements occurs only with their express consent through the Disability Disclosure process and associated BPP Privacy policy.

6. The Student Entitlement

- 6.1. Learning Support will be available to all students who disclose a disability and/or learning difficulty and where they meet the entry requirements of their chosen programme, and are able to access their chosen course with the help of "reasonable adjustments."
- 6.2. All students with learning support entitlements who disclose their disability or learning difficulty to BPP University are entitled to:
 - (a) a consultation with a member of Learning Support staff to formulate a Learning Support Agreement which outlines how they will be supported, specifying the reasonable adjustments to be implemented both on their chosen course of study and for examinations and assessments;
 - (b) a Learning Support Agreement to be followed by teaching and support staff who may need to make reasonable adjustments;
 - (c) refuse the support offered to them, unless there is a risk to their safety or that of other students and staff;
 - (d) revisions to their Learning Support Agreement, where resources permit;

- (e) a risk assessment, where attendance on their chosen course may pose a risk to themselves or others; or where the student is pregnant a risk assessment and support plan to ensure that they are safe and well supported;
- (f) reasonable adjustments in assessment, including entry tests, providing appropriate (medical and/or psychological) evidence is produced at least four weeks in advance of the examination or assessment, to enable these arrangements to be administered. If requests are made within four weeks, we will try to accommodate but it may not be possible. If reasonable adjustments are warranted but cannot be put in place in time, a student can apply for extenuating circumstances to delay an assessment. Details on this process are [here](#) in the Extensions and Extenuating Circumstances Policy
- (g) Advice and guidance is available from the Learning Support Team if a student needs to apply for reasonable adjustments to an external exam awarding body and how to do this
- (h) A named person from the Learning Support Team to oversee their support; who can be contacted if difficulties arise or if they have queries about their support during their course.

7. Evidence in Support of a Specific Learning Difficulty

7.1. In order to maintain best practice, the University recognises the recommendations of the SpLD Working Group 2005/DfES (revised versions) for standards of assessments in SpLD. Specifically:

- A post-16 assessment report by a registered (UK Registration: Health and Care Professionals Council – HCPC) Educational Psychologist confirming a specific learning difficulty by name (e.g. Dyslexia). The assessment must confirm that the student is unable to complete an assessment in the time allowed and the reasons for this. This will be indicated by below average standardised scores in assessments of processing speed, reading and/or writing speed or a below average free writing speed. The report itself should be based on a full diagnostic assessment undertaken after the age of 16.
- A post-16 assessment report by a registered (UK Registration: SpLD Assessment Standards Committee website; full professional body membership and current Assessment Practicing Certificate - APC) Specialist Teacher confirming a specific learning difficulty relating to higher education. The assessment report must

confirm that the student is unable to complete a timed assessment in the time allowed. This will be indicated by below average standardised scores in assessments of processing speed, reading and/or writing speed or a below average free writing speed. The report itself should be based on a full-diagnostic assessment undertaken after the age of 16.

- If a student does not have a post-16 assessment report, they can speak to the Learning Support Team who can make an arrangement for a student to receive a diagnosis through a registered provider where a fee may incur.

7.2. International assessment reports should be post-16 and be translated by an approved English translator or written in English. The report itself should be based on a full-diagnostic assessment.

8. Evidence in Support of a Medical, Physical or Psychological Conditions, including Mental Health Conditions and/or a Visual or Hearing Impairment

8.1. An accurate, dated and signed or stamped letter on headed paper, from a registered and practicing GP, consultant, psychologist, mental health or medical specialist referring directly to the condition and, ideally, how it may affect timed assessment. The author of the letter must be a member of one of the following regulatory bodies:

- a. British Association for Counselling and Psychotherapy (BACP);
- b. General Chiropractic Council (GCC);
- c. General Dental Council (GDC);
- d. General Medical Council (GMC);
- e. General Optical Council (GOC);
- f. General Osteopathic Council (GOsC);
- g. General Pharmaceutical Council (GPhC);
- h. Health and Care Professions Council (HCPC);
- i. Care Quality Commission (CQC)

8.2. An Education, Health and Care Plan (EHCP).

8.3. For long-term disabilities and health conditions, the evidence should be current and relevant; namely pertaining to the medically acknowledged timescale relating to that condition.

- 8.4. For short-term health conditions, the evidence should still be current and relevant and demonstrate that the condition persists.
- 8.5. Evidence from a practitioner in an unregulated area of practice may not be treated as authoritative.
- 8.6. All evidence letters from outside of the UK should be authored by a certified and registered practitioner and written in English or be translated by a certified and approved English translator.

9. Evidence in Support of Extra Time

- 9.1. Extra time may be authorised. There should be clear and compelling evidence and reason for this reasonable adjustment.. Evidence would take the same format as “Evidence in support of a medical, physical or psychological, including mental health conditions or a visual or hearing impairment” above. The maximum amount of extra time permissible is 100%.

Reasonable Adjustments for Assessments

- 9.2. The Learning Support Agreement is the document in which the agreed reasonable adjustments for examinations will be recorded. Details and examples of some of the adjustments available are outlined in University Policies and Procedures – Reasonable Adjustments Policy. BPP University wants to ensure that all students have the same opportunity to demonstrate their skills and knowledge in assessments and encourages all students who believe they may be eligible for reasonable adjustments in their examinations to contact the Learning Support Team at the earliest opportunity. In order to comply with logistical, operational and regulatory requirements BPP University reserves the right to the following deadlines for applications:
 - All applications should be made to the Learning Support Team at least four weeks prior to start of the assessment period. Should applications be received with less than four weeks’ notice we may not be able to put all relevant adjustments in place in time. Should this be the case students have the option to apply for Extenuating Circumstances.
- 9.3. Please note that applications made after this deadline may not be processed for planning and logistical reasons.
- 9.4. In accordance with the GARs Part E, Examinations, Assessment & Academic Practice, alternative formats of assessment may also be available.

10. The Learning Support Agreement

- 10.1. The Learning Support Agreement is the document which records all reasonable adjustments offered by BPP University for both learning and teaching, and assessments. This includes the details of any agreed partner staffing agency support for University students.
- 10.2. The Learning Support Agreement is designated for the duration of the particular course on which the student is registered at the time of completing the Agreement.
- 10.3. All reasonable adjustments are discussed between the Learning Support Team, including its representatives, and the student. These adjustments and entitlements must be supported by recommendations and evidence produced by the student from Educational Psychologist's reports, Study Aid and Study Strategies Report, General Practitioners, Consultants and other health professionals, as agreed.
- 10.4. Specific details of the evidence requirements can be found in University Policies and Procedures – Reasonable Adjustments Policy.
- 10.5. Students should not assume that recommendations in any reports or letters from General Practitioners, Educational Psychologists, health professionals etc. will be implemented verbatim. BPP University reserves the right to interpret recommendations for adjustments and entitlements in order to ensure equity for all students, the maintenance of academic standards, and compliance with regulatory body requirements (for example ACCA, the Bar Standards Board, the Solicitors Regulatory Authority, the Nursing and Midwifery Council, the General Chiropractic Council), as well as internal BPP University regulations.
- 10.6. The Learning Support Agreement can be reviewed at least annually, and more frequently as agreed, in order to ensure that the adjustments and entitlements remain appropriate to the course and related assessments. If the basis on which adjustments and entitlements are founded changes the student will be responsible for making contact with Learning Support to update the Learning Support Agreement.
- 10.7. If a student progresses from one BPP University course to another a new Learning Support Agreement should be entered into between BPP University and the student. This is to ensure that all students re-register with the Learning Support Team ensuring that adjustments are reviewed and updated to reflect the differing demands of each programme of study. The student should not assume that previous adjustments and entitlements will remain in place.

- 10.8. The Learning Support Agreement is a documented agreement between BPP University and the student and as such the document; 'Learning Support Agreement' should be signed and dated by both parties. This includes applications made for assessment adjustments. Please note also that BPP University can only process requests for reasonable adjustments effectively where there is also an accompanying signed Disability Disclosure Form which provides consent to share information. Where a student has not signed their agreement or disengaged contact with the Learning Support Team before reasonable adjustments have been agreed, it may lead to delays or adjustments not being in place within agreed timeframes. For more information on what this means please refer to our ["Disability Disclosure Policy" Section 5](#)

11. Disabled Students' Allowances

- 11.1. Disabled Students' Allowances are funds available to some UK students studying in Higher Education to cover the additional costs incurred as a result of having a disability or learning difficulty.
- 11.2. Eligibility criteria are available on the various UK Government's Disabled Students' Allowances websites.
- 11.3. All students who meet the eligibility criteria for Disabled Students' Allowance will be encouraged to apply. These funds also cover the costs of providing specialist support staffing, known as Non-Medical Helper Support. Where a student is eligible to apply but does not do so, BPP University reserves the right not to provide specialist staffing support until such time as the student is able to demonstrate an application for the Disabled Students' Allowances has been submitted and approved.
- 11.4. Students who are not eligible for Disabled Students' Allowances (such as International Students) should still contact the Learning Support team as other reasonable adjustments remain available through a Learning Support Agreement.
- 11.5. Where a student seeks extenuating circumstances in their examinations or assessments, takes an Interruption of Study, is suspended from the course or continues to study beyond their expected end date all specialist staffing support (non-medical helper support) funded directly by BPP University will be reviewed and may be suspended or withdrawn.
- 11.6. Prescription Medication: Where a student is, under the direction of a General Practitioner, Consultant or Health professional self-administering medication, it is advisable to discuss this at the Learning Support interview in order to highlight any potential side-effects, for example nausea, fatigue so that this can be factored into

examination adjustments and considered for any implications and risks for Health and Safety.

12. Monitoring, Evaluation, and Communication

- 12.1. The provision of Learning Support will be monitored and evaluated on an annual basis in order to:
- (a) improve the learning support provided;
 - (b) improve the procedures by which learning support is organised;
 - (c) ensure the effective use of resources;
 - (d) measure the retention, achievement and progression rates of students with disabilities;
 - (e) improve the systems which encourage and facilitate student disclosure of a disability or learning difficulty.
- 12.2. The Learning Support Policy will be communicated to staff via team meetings, internal communications, the University's Committees and the Staff Intranet.
- 12.3. Communication to students and stakeholders will be via the BPP University website, flyers and posters, the Hub, and emails.

Appendix 1: Audio Recording

Arrangements for the audio recording of teaching sessions including but not limited to lectures, seminars and tutorials by students with disability and/or learning difficulty

1. BPP University is committed to supporting all students and implementing reasonable adjustments, where applicable for students with learning difficulties and disability. Existing policy and procedures for Learning Support ensure that students with a learning difficulty or disability are advised to contact the Learning Support Team to arrange a support interview in which they can discuss their specific requirements at the earliest opportunity. The Learning Support Team will endeavour to provide recommended reasonable adjustments in order to facilitate access to the learning environment. In some cases such reasonable adjustments will need to be balanced against other relevant factors such as academic standards, health and safety and the rights of others students and staff. This document provides an overview of the process for students and staff at BPP University for such an occurrence and requests in relation to making audio recordings in certain learning environments.

2. Some students may have a recommendation to use personal audio recording devices (Dictaphones, digital recording devices) in lectures, tutorials and other learning environments. This may be due to the fact that they are unable to take accurate, timely written notes because of a sensory impairment, physical disability or because of a need to concentrate on the session to an extent which precludes them also taking notes and when this is a direct result of a learning difficulty or disability.
3. BPP University wants to ensure that all parties in the learning environment are suitably comfortable with a situation in which they are recorded. Wherever possible BPP University staff will be flexible and endeavour to accommodate requests to record teaching events; to facilitate the reasonable adjustments of students and meet their duty under the [Equality Act 2010](#); but this may not always be possible for the reasons outlined below. In such cases alternative forms of reasonable adjustment will be recommended in liaison with the Learning Support team. For example, the use of a note-taker, the sharing of another students notes (with agreement and if appropriate), access to tutor notes where permissible.

The Legal Framework

4. BPP University has a legal duty to make reasonable adjustments for students with learning difficulties or disabilities under the [Equality Act 2010](#).
5. Making 'reasonable adjustments' is decided based on judgement of the student's circumstances on a case-by-case basis.
6. Recording sessions for students with learning difficulties or disabilities may be considered a reasonable adjustment, depending on the circumstances.
7. BPP University also has obligations under the UK [General Data Protection Regulation](#) (GDPR) and [Data Protection Act 2018](#) ("DPA") which sets out how organisations process personal data.
8. Recording identifiable living individuals constitutes processing their personal data.
9. Any processing must be done fairly and in line with the data protection principles set out in the GDPR and DPA. As such, consent from other students and tutors is required in order to record tutorials, or staff and students must, at least, be given the opportunity to opt-out of being recorded.
10. BPP University also has a duty to protect Individuals' moral rights implied through any recording under the [Copyright, Designs and Patents Act 1988](#). As such, a waiver of moral

rights may also need to be obtained from any student or staff member actively participating in a teaching event before they are recorded.

11. The duty to make reasonable adjustments for a student with a learning difficulty or disability is not in any way diminished by third party data protection or moral rights, but if staff and/or other students in the group do not wish to be recorded then alternative methods of reasonable adjustment may need to be sought.

Learning Environments

12. The appropriateness of the learning environment is a central consideration in assessing whether the recording by an individual student with a recommendation to make an audio recording may infringe on the third-party data protection rights of other members of the group. In lectures, for example, where the session is very much tutor led with little or no input from the students the recording for the purposes of a reasonable adjustment will be permissible and it is not anticipated that this would present an issue. In contrast a small group discussion or tutorial in which the tutor is present only to facilitate and lead the discussion and outline specific arguments or topics, the recording is likely to include the voices of other students and therefore third-party data protection and moral rights are valid and consent is thus required from the other students in the group.

Requests to Make an Audio Recording and Student Consent

13. Requests to record a particular teaching event or, as is more likely, a series of teaching events should be made at least two weeks (where possible; in consideration of short courses) prior to the start of the programme of study.
14. Requests can be highlighted by the Learning Support Team representative who completes the Learning Support Agreement or by the student themselves.
15. The requests should be directed to the personal tutor for the course in which the teaching event takes place. The personal tutor should make a record of the request and advise the teaching team and the Learning Support Team accordingly.
16. The student group should be advised that a request to record the session(s) has been received and their consent is therefore requested. The individual student who makes the request *should not be identified*. Student responses should be recorded by the teaching team.

17. Where reasonable notice has been received the outcome of a request to make an audio recording should be communicated to the student and the Learning Support Team within one week of the original request.
18. All requests to record sessions will be handled sensitively and discreetly in accordance with data protection and in the spirit of inclusive practice at BPP University.
19. If any student(s) in a planned teaching event does not consent to be recorded, then the recording cannot take place and the request to record should be redirected to the Learning Support Team.

Conditions which must be Met for a Teaching Event to be Recorded

20. The following points outline the conditions which should be met for a teaching event to be recorded. These points are not exhaustive but present the main ruminants of the requirements as identified by BPP University. Throughout the process every opportunity should be made to accommodate the student's request to make an audio recording. The intention is simply to provide a balanced and reasonable opportunity for all BPP University students to feel comfortable within the learning environment.
 - (a) in order for a teaching event to be recorded as a reasonable adjustment the student must have a disability as defined by the [Equality Act 2010](#);
 - (b) the student should also have a Learning Support Agreement, signed and dated by BPP University Learning Support staff and the student. The document must specify a requirement to make audio recordings and the reasons for this. Although once a student has disclosed a disability to BPP University the [Equality Act 2010](#) does not require that an assessment of need be formally conducted by the institution;
 - (c) a student can only make a recording where permission to do so has been granted;
 - (d) recordings may only take place when other students are allowed to take their own notes;
 - (e) recordings may only take place when the purpose of the recording has been explained to the group;
 - (f) the recording can only take place when other students in the group do not object to the recording;
 - (g) in some instances a recording may incorporate third party material which is used as part of the teaching input; namely material not produced by BPP University

(videos/recordings/guest-speakers) the recording by a student in this situation may not be permitted without ensuring copyright is not infringed;

- (h) in certain teaching events the tutor may judge that recording may adversely affect the quality of the students' discussion because of the sensitive nature of the topic. In such cases the tutor has the right to stop the recording taking place;
- (i) the recording of other students individual or group presentations is not permitted;
- (j) the individual making the recording agrees to destroy the copy of the recording once the module of study is completed.

Conditions of Ownership

21. Recordings are made exclusively for the purposes of an individual's private study and remain the intellectual property of BPP University. When authorising a student to make a recording as a reasonable adjustment the University is in effect granting that student license to make a recording of BPP University material for the sole use of personal and private study. The recording must not be reproduced nor conveyed to any other person(s) by any means whatever, (this includes the posting on websites, social media forums and other sites) other than to an authorised member of the Learning Support staff team or specialist support staff for the purpose of assisting the student in transcribing the recording. The recording should be destroyed by the student and specialist support staff once its purpose has been fulfilled; namely when the student completes the module or programme of study. If the student leaves the University before the completion of the module or programme of study the recording should also be destroyed.
22. Any misuse of the recorded material is a direct infringement of this license and therefore would amount to a breach of contract between the individual student and BPP University and be in contravention of BPP University's Policy framework. Such actions would amount to breach of the Student Conduct Policy and could therefore result in disciplinary action.

General Advice and Guidance

23. Recording should not be used as a substitute for attendance. All students should make every endeavour to attend all sessions if this is a requirement of the course.
24. Students should not make recordings on-behalf of other students.
25. All recordings should be discreet and not be intrusive towards other members of the group including the tutor. It is essential that the learning dynamic is maintained and that any recording is undertaken with consideration of others.

26. All recordings for the purposes of a reasonable adjustment should be considered by tutors as a form of note-taking.
27. Potential conflicts arising from other students not wishing to be recorded should be handled sensitively. If another student does not wish to give their consent to be recorded then this should be addressed sensitively and the student reassured as to the conditions of use surrounding the recording.
28. Where other students in the group do not give their consent to be recorded the student requesting the recording should be referred back to the Learning Support Team for the consideration of other forms of reasonable adjustment. This may take the form of requesting that the tutor or other students in the group assist by making their notes available.

Policy Revision History

Version Number	Description	Author	Reviewed by	Date
1.0	Movement of Policy to stand-alone section for ease of referencing	Director of Academic Governance & Proctor	Dean of Academic Quality & Policy	July 2024
1.1	Updating of terminology to ensure this reflects current University services, and adjustment of terminology to support recent changes in legislation.	Head of Welfare and Student Support	Director of Academic Governance & Proctor/Dean of Academic Quality & Policy	March 2025