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Student Protection Plan 2018/19

1. Plan Statement

1.1. Weymouth College is committed to help students achieve the best from their academic studies. However, there may be unforeseen circumstances, often outside the College's control which result in changes having to be made to your modules/units or programmes of study. This document is designed to make clear the arrangements for consulting with students when changes occur. These processes should ensure continuity of studies and minimise any potential negative impacts on students affected by changes.

1.2. The Student Protection Plan will be made available to all students and prospective students via the College website https://www.weymouth.ac.uk/level-of-study/university-level/.

1.3. The Student Protection Plan will be considered annually by the Senior Leadership Team. Student Representatives will be consulted prior to this for comment and feedback on the existing plan at Programme Team Meetings.

1.4. The Student Contract details the relationship between the student and the College, and explains the College's responsibilities and how programme changes beyond the College's control are managed. In the event of any conflict between this Plan and the Student Contract then the Student Contract shall take priority.

1.5. It is important to note that whilst the College will plan for a wide range of situations many of these are very unlikely to happen.

1.6. The risk that the college would be unable to operate due to an adverse event affecting property is low. The college has a multi-building main campus and additionally operates from other sites away from the main campus which provides sufficient diversity to cover typical events affecting property access. The college operates business continuity plans covering estate and information technology, and is backed by insurance cover which includes disaster recovery assistance.

1.7. Where the College works in collaboration with a partner University to deliver programmes, the responsibilities of the College and the University are covered by a legally binding Academic Cooperation Agreement. This agreement reflects what needs to happen to preserve the experience of current students and those in receipt of an offer if the partnership is terminated or the partner ceases to operate in whole or in part for any reason.

1.8. The risk that the College is unable to operate is very low because we have a robust financial plan which is reviewed by the Education and Skills Funding Agency (ESFA) and is assessed as having Satisfactory financial health, based on these plans. The College has good systems of financial control, risk management and performance monitoring.

1.9. The College has in place appropriate levels of insurance arrangements to provide refunds and compensation for students as outlined in 4.2 of the Refund and Compensation Policy.

2. Reason For The Plan

2.1. The Higher Education and Research Act 2017 requires all Higher Education Providers to maintain a Student Protection Plan to protect students' interests in the case of material change, eg programme changes, suspensions, closures, or institutional closure.

2.2. These events may be triggered by a situation such as (but not limited to):

- a strategic decision by the College to close a programme due to insufficient enrolment and programme take-up;
- a decision has been made not to run a programme for the subsequent year;
- major changes in year to programme content;

- changes to regulatory framework affecting a specific programme;
- disruption of College activity (eg temporary disruption within term-time);
- industrial action by College staff;
- removal of the Tier 4 Sponsor Licence (Home Office Licence to deliver to International Students);
- loss of accreditation resulting in de-designation for student support purposes;
- long-term illness or unanticipated departure of a key member of staff;
- a decision to close or merge the College had been taken.

2.3. We will review this Plan at least annually and update and amend as required. We also reserve the right to amend this Plan from time to time based on legal or regulatory change affecting you or us or best practice in the higher education sector.

2.4. The College does not accept any liability for any consequential or other economic loss (including loss of profits, loss of good will or loss of opportunity) resulting from any of the matters covered by this Plan. Only foreseeable loss will be covered by the College.

3. Plan Objectives

3.1 The College is committed to communicating any changes to students as early as possible, setting out clear information and options. We will take all reasonable steps to minimise disruption and to enable students to complete their studies as intended. However, where this is ultimately not possible students may, for example:

- be offered the opportunity to move to another programme;
- be offered a modified version of the same programme;
- be provided with assistance to switch to a different provider;
- be offered a financial refund and/or compensation (for cases where it is not possible to preserve the continuation of study or where study is disrupted) in accordance with our Refund and Compensation Policy (see below). In the event of any conflict between this Plan and our Refund and Compensation Policy then this Plan will apply.

3.2 Where students are required to transfer programme, or move to another provider, there may be implications for their student finance arrangements. If students are affected they will be provided with advice and guidance based on this Plan, the Student Contract, the Refund and Compensation Policy taking account of their individual circumstances.

3.3 This policy sets out to make clear what will happen should unexpected problems occur as outlined above.

3.4 All reasonable steps will be taken to minimise the resultant disruption to those services and to affected students.

3.5 For the avoidance of doubt students are not able to obtain redress under both this Plan and the College Refund and Compensation Policy; in some instances students may be given a choice between accepting redress under either this Plan or the Refund and Compensation Policy in which case they will be able to opt to accept redress under only one of this Plan or the Policy and not both.

4. Signification Material Change:

Where we anticipate changes which will affect a students' studies the College is committed to:

- Letting students know as soon as possible;
- Providing students with advice and guidance on the proposed changes and the options available;
- Applying where relevant our Refund and Compensation Policy.

Changes in Year to Programme Content

4.1 The College will make every effort to deliver a course in accordance with the description and content originally published. However, should changes have to take place the College will ensure that changes are restricted to a minimum.

4.2 We will communicate and work with students to ensure that the programme content is still acceptable.

4.2 Should a student wish to withdraw they will be offered reasonable support to transfer to another programme or provider.

Suspension/Closure of a Programme

4.4 We have established and tested procedures in place in the event of the suspension/ closure or change of delivery mode of a programme of study. Where there is a material impact on students, we will mitigate the effect by communicating with students to provide assurance that they will not be adversely affected by the decision and that they will be able to complete their studies.

4.5 Wherever possible we will enable students to complete their programme of study (what we call 'teaching out'). In doing this we will carefully manage our approach to staffing and other resources to ensure their studies are affected as little as possible.

4.6 Should a student choose to transfer course, or move to another institution the College Careers Advisors will provide impartial detailed advice and guidance based on individual circumstances.

4.7 We will undertake equality impact assessments to assess the effect on students with different needs, characteristics and circumstances.

4.8 If you have applied for a College programme, but have not yet enrolled, you will be notified (in accordance with UCAS deadlines where appropriate) in time for you to source an alternative suitable programme, where relevant, at the College. We will provide you with support and advice in these circumstances.

Absence or Loss of Key Member of Academic Staff

4.9 This may happen as a result of long term sickness, early retirement, death or leaving the College.

4.10 Where possible the College will seek to fill gaps as quickly as possible, by assigning responsibility to other current members of staff with appropriate skills and experience or recruiting externally, to avoid disruption.

Temporary Disruption

4.11 In the event of temporary disruption to a programme due to unforeseen circumstances students will be contacted and wherever possible students will be given work that can be carried out during this period at home. The College's Incident Policy covers actions affecting business continuity, such as damage to buildings or equipment or acts of terrorism.

Industrial Action Affecting Studies

4.12 We have established frameworks for consultation and negotiation with the recognised trade unions. We are highly committed to maintaining an effective employee relations culture and working with trade union colleagues to achieve reasonable solutions to matters that may arise from time to time. Where industrial action does occur, we will seek take all reasonable steps to ensure any disruption is minimised and that you are not, as far as is possible disadvantaged by the action.

Loss of accreditation

4.13 If a programme loses its accreditation from a professional, statutory or regulatory body, we will consider measure to protect student experience, such as:

- offering students the chance to move to another programme;
- delivering a modified version of the same programme;
- providing assistance to students to switch to a different provider who has the relevant accreditation.

Suspension of Tier 4 Sponsor Licence

4.14 In the event of suspension of Tier 4 Sponsor status the College will take all reasonable steps to minimise the resultant disruption to those services affected by working with the UKVI to allow existing students to complete their year of studies.

Withdrawal of Designation

4.15 If the Office for Students (OfS) restricts or revokes the College's ability to deliver Higher Education programmes we will work with the OfS to ensure all reasonable steps are taken to minimise the resultant disruption to students and ensure where possible changes are made in a transitional manner.

4.16 In the event of de-designation for 'Student Support' (where students would be unable to access statutory student finance) the College would work with the OfS to allow enrolled students to complete their programme of study.

4.17 Where the above is not possible the College would seek to put in place other measures such as working with students to transfer to other providers and supporting them through this process.

Institutional Closure

4.18 Institutional failure is monitored through risk management in accordance the relevant regulatory bodies (see 1.7 above).

4.19 In the unlikely event that the College had to close there would be consultation with regulatory bodies to consider a range of measures to protect the student experience and ensure continuity of study. These might include:

- where possible, closing in a gradual way, over a period that would allow students to complete their studies;
- where the above is not possible, supporting students to transfer to an appropriate programme at another provider;
- merger with another institution to maintain all or part of the College's current provision.

5. Policy Owner

5.1. Vice Principal Curriculum

6. Who Will Need To Know About This Policy

- All College HE staff
- HE Students

7. Responsibility

7.1. Vice Principal Curriculum

8. Related Policies

- HE Refund and Compensation Policy
- HE Student Contract
- HE Students Complaints Policy

9. History

This policy was adopted and approved on:

Signed: *Nigel Evans* Date: 11 May 2018

Nigel Evans, Principal

Policy Title: Student Protection Plan		Policy Owner:	Vice Principal Curriculum
		Policy Author:	Vice Principal Curriculum
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