



University  
Centre  
Somerset

Part of Bridgwater & Taunton College

# HIGHER EDUCATION

# Student Protection Plan

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## **1 Introduction**

- 1.1 The Student Protection Plan (“Plan”) was originally approved to meet the requirements of the Office for Students (OfS), in line with the Higher Education and Research Act 2017. It is an ongoing condition of registration for all UK HE Providers that an HE Student Protection Plan, is in place, is reviewed regularly and is available on the website for students to access.

## **2 Scope**

- 2.1 This Plan applies to Higher Education (HE) students studying at University Centre Somerset (UCS), part of Bridgwater and Taunton College, with the exclusion of those students on a franchised programme where fees are paid directly to the partner university. At the time of writing this only applies to students registered with Oxford Brookes University (OBU). In that instance students should refer to the OBU Student Protection Plan and Compensation and Refunds Policy.
- 2.2 This Plan should be read in conjunction with our Terms and Conditions and HE Compensation and Refund Policy. In the event of any conflict between the Compensation and Refund policy and the Student Contract and/or Plan then the Terms and Conditions shall take priority, then the Plan and then the Compensation and Refund policy.

## **3 Purpose**

- 3.1 UCS is committed to helping you achieve successful outcomes from your studies. However, rarely, there may be unforeseen circumstances, often outside the College’s control, which could result in changes having to be made to your programme. This Student Protection Plan has been written to explain what would happen in such circumstances and is considered by the HE Senate (which is the senior academic body for HE and UCS and includes student and Governor representation) and is formally agreed by the Senior Management Team. The Student Protection Plan is made available to all students and prospective students via the UCS website <https://www.somerset.ac.uk/about/policies-regulations/university-centre-somerset/> The Vice Principal HE, Quality & People is responsible for ensuring staff are aware of and implement the Student Protection Plan and the Refund and Compensation Policy.
- 3.2 UCS is committed to communicating any changes to you as early as possible, setting out clear information and options. We would not normally change a programme for the students who are already on it. Changes would be made prior to new students starting, with accurate information being made available to prospective students. However, should changes occur we will take all reasonable steps to minimise disruption and to enable you to complete your studies as intended. You may, for example:
- be offered a modified version of the same programme
  - be offered the opportunity to move to another programme
  - be provided with advice to assist you to transfer to a different provider

However, where this is ultimately not possible and the College has exhausted all reasonable mitigating options, you may be offered a financial refund and/or compensation in accordance with our Refund and Compensation Policy.

- 3.3 In the event of any conflict between this Plan and our Refund and Compensation Policy then this Plan will apply.
- 3.4 In the unlikely situation that you are required to transfer programmes, there may be implications for your student finance arrangements. If you are affected, the College's HE team will contact you and provide detailed information, advice and guidance based on this Plan, the terms and conditions and the Refund and Compensation Policy taking account of your individual circumstances.
- 3.5 The Higher Education and Research Act 2017 requires UCS / BTC to have a Student Protection Plan, to protect your interests and detail the steps we would take where significant material changes have to take place affecting the quality and/or continuation of your study, such as (but not limited to):
- Material changes to UCS programme delivery
  - Industrial action
  - The unanticipated departure of key members of College staff; where UCS is unable to provide a suitable alternative
  - The cessation of programme delivery, likely cessation, or change of delivery mode
  - Withdrawal of Higher Education Partners and associated programmes
  - Failure to achieve Institutional (Re-)Approval
  - Major changes in year to programme content
  - Suspension and/or revocation of the University's Tier 4 International Sponsor Licence
  - Changes to the regulatory framework affecting a specific programme and loss of accreditation from regulatory bodies
- 3.6 University Centre Somerset does not accept any liability for any consequential or other economic loss (including loss of profits, loss of goodwill or loss of opportunity) resulting from any of the matters covered by this Plan. Only foreseeable loss will be covered by the College.
- 3.7 It is important to note that whilst the College will plan for a wide range of scenarios many of these are very unlikely to happen. The College undertakes risk assessments in each area and regularly reviews them. The College has a central approach to risk management through its associated policy. The College assesses the risk of the occurrence of the material changes listed above to be low because of a mix of its financial stability and business planning. The following section details the likely steps that would be taken in the unlikely event that any of these significant material changes occurs.

### **Working with you – Advice and Guidance**

- 3.8 Where we anticipate changes which will affect your studies we are committed to:
- Letting you know as soon as possible
  - Where appropriate working with the UCS Student Union and with student representatives to discuss the changes
  - Providing you with advice and guidance on the proposed changes and the options that you have
  - Applying where relevant our Refund and Compensation Policy

## **Significant Material Change**

### **3.9 If there is significant material change to University Centre Somerset activity**

Where there is significant material change to programme delivery, we will normally consider whether it is practical to make changes to delivery, rather than closing or suspending the affected programme. The actions we will take to minimise disruption may include:

- Changes to the staffing of a programme, including the recruitment of alternative staff, where appropriate
- Temporary short-term suspension of programme delivery (e.g. where there is a change in the programme delivery location or staffing, with appropriate actions to mitigate the impact on you)
- Changes to the delivery location or method, which may include distance learning
- Offering you the opportunity to transfer to an alternative programme
- Providing reasonable advice and guidance for you to access a programme run by another provider, including making arrangements for the transfer of your credits and information about your academic progress.

The College's Risk Management processes cover other mitigating actions affecting business continuity, such as acts of terrorism, damage to buildings or equipment in accordance with College policies.

### **3.10 If key academic staff involved in delivering a programme are unavailable; where UCS is unable to provide a suitable alternative**

This may happen as a result of long term sickness, retirement, death or leaving the College. Where possible we 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 minimise disruption
- Temporarily invoke a short-term suspension of programme delivery (e.g. where there is a change in the programme delivery location or staffing, with appropriate actions to mitigate the impact on you)
- Change the delivery location or method, which may include distance learning
- Where the College cannot avoid closing a module or programme, the policy as outlined in 5.4 or 5.5 below will apply

### **3.11 If industrial action affects your studies:**

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 to:

- Ensure that normal operations and services are maintained as far as possible.
- Take all reasonable steps to fulfil the college's responsibilities to you in ensuring that any disruption is minimised and that you are not, as far as is possible to determine, disadvantaged by the action.

### **3.12 If we need to make major in-year changes to the content of your programme:**

We would not expect to make any changes in-year to a programme. However, in the unlikely scenario that this is necessary, we will use all reasonable endeavours to deliver your programme in accordance with its description for the academic year in which you began your programme. However, in the event of major in-year changes to programme content we will ensure that:

- We restrict changes to the minimum necessary to achieve the required quality of experience, and you are notified and consulted with as appropriate
- We work with you to ensure the offer is still acceptable
- Where necessary, you have the opportunity to withdraw from the programme;
- Where required, you are offered reasonable advice and guidance to transfer to another programme at the College, or to another provider

### **3.13 If we cease delivering a programme (or if this were to become likely) or change its delivery mode:**

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, however we would recognise that this may not always be in our control. Where there is a material impact on you, we will mitigate the effect by communicating with you to provide assurance that you will not be adversely affected by the decision and that you will be able to complete your studies.

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

Where it is not possible to teach out then we will consider whether there are options to: in-fill into appropriate programmes, provide an alternative or bespoke delivery model, change programmes at the College or to transfer to complete your programme at another institution.

If this occurs we will undertake equality impact assessments to assess the effect on students with different needs, characteristics and circumstances in order to mitigate impact as far as possible.

If you have applied for a UCS programme, but have not yet enrolled, you will be notified (in accordance with UCAS deadlines where appropriate) and provided with advice and guidance to source an alternative suitable programme.

### **3.14 If the programme you are enrolled on loses its accreditation:**

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

- Offering you the chance to move to another programme
- Delivering a modified version of the same programme
- Providing advice and guidance to you to switch to a different provider who has the relevant accreditation

### **3.15 If the College's Tier 4 Sponsor Licence is suspended or revoked:**

If our Tier 4 Sponsor status in relation to international students is suspended, we will take all reasonable steps to minimise disruption to you by, for example:

- Working with UKVI to allow you to complete your year of study or programme
- Allowing you to enrol and commence your studies, if you are already in receipt of a visa based upon an allocated Confirmation of Acceptance for Studies (CAS) from UCS
- Offering you the opportunity to postpone your application pending the resolution of the suspension (if you have not already commenced your travel to the University Centre)

If our Tier 4 Sponsor status is revoked, we will take all reasonable steps to minimise disruption to you by, for example, assisting you to switch to an alternative sponsor.

### **3.16 If the College loses Awarding Body approval, OfS registration, or if our University partners lose their degree awarding powers, or they are restricted**

If the Office for Students (OfS) restricts or revokes ours or our partner's OfS registration, degree awarding powers and/or University status, we will work with the OfS to:

- Ensure all reasonable steps are taken to minimise the resultant disruption to you
- Ensure that, as far as possible, changes are made in a transitional manner

If our programmes or those of our partners are de-designated for 'Student Support' purposes (so you were unable to access statutory student finance), we will take all reasonable steps to minimise disruption to you by, for example:

- Working with relevant funding bodies to allow you to complete your year of study/programme
- Partnering with another institution to maintain all or part of the College's current provision
- Where the above is not possible, providing advice and guidance for you to transfer to an appropriate programme at another provider
- Assisting you by providing evidence/letters/statements in support of continuation of your studies

### **3.17 In the case of degree and higher apprenticeships a sub-contracted partner does not fulfil the requirements of the degree or the associated integrated End Point Assessment**

- Take all reasonable steps to ensure the sub-contracted partner fulfils the requirements agreed. Where necessary this will include re-sitting the end point assessment

- Wherever possible we will enable you to complete your programme of study (what we call ‘teaching out’). In doing this we will carefully manage our approach to staffing and other resources to ensure your studies are affected as little as possible
- Changes to the delivery location or method, which may include distance learning
- Changes to the staffing of a programme, including the recruitment of alternative staff, where appropriate
- Offering you the opportunity to transfer to an alternative programme
- Providing reasonable advice and guidance for you to access a programme run by another provider, including making arrangements for the transfer of your credits and information about your academic progress

UCS will do everything reasonably possible to mitigate significant material change, however, in the event of any of the above scenarios or for other reasons caused by our omission or default, you are unable reasonably to continue your studies then our Refund and Compensation Policy will apply.

It is important to note that whilst UCS will plan for a wide range of scenarios some of these are outside our control. In relation to mitigation of risk, our University partners also undertake risk assessments on UCS and regularly review them.

Where UCS delivers programmes in partnership via another awarding institution the sections below will apply.

Where UCS works in collaboration with a partner institution to deliver University programmes, the responsibilities of the partner institution and the University are covered by a legally binding Academic Co-operation Agreement/contract. This agreement/contract 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.

From 2018 the College (UCS) is required to register with the Office for Students (“OfS”), to have its own Student Protection Plan and Refund and Compensation Policy.

The College is subject to our partner University’s Academic Partnerships monitoring of the academic standards and quality of student experience, this includes reviews of the College’s risk.

## **4 Review of Plan**

- 4.1 We will review this Plan on the date specified on the front page and certainly within three years and will update and amend as required. We 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. Any review will be considered by the Policy Review Group and provided to the Senate who have oversight of matters relating to HE at UCS.