

Version: 4.1

Effective From: August 2024 Policy Owner: Vice-Chancellor

Student Protection Plan 2024/25

1. Introduction

- 1.1 As a registered provider of higher education it is a requirement under the Higher Education and Research Act that the University maintains a Student Protection Plan, to set out how we will protect students' interests, in the event of a risk arising to the continuation of their studies.
- 1.2 This plan applies to all students studying for a qualification with the University. It has been developed in consultation with the Student Union President and the Student Union Manager.
- 1.3 When you accept an offer and enrol on a course of the University we fully expect to be able to deliver that course to the completion of your studies. However, in rare circumstances, events may occur that mean this delivery will no longer be possible. Such events include:
 - The closure of the University
 - Loss of Professional, Statutory and Regulatory accreditation for a particular course, which means that students completing them would no longer meet the requirements to practice
 - Loss of University title or Degree-awarding powers
 - Suspension of sponsored student licence by the UK Home Office, which means that we are not able to recruit and register students from outside the UK
 - A decision by us to close a course for example because there are insufficient student enrolments
 - A significant change in location which makes it impractical for students to attend the course
- 1.4 The Student Protection Plan explains what the institution commits to do in the event that a particular risk arises.
- 1.5 In determining support for affected students, the University will consider the needs of different students as defined by the Equality Act 2010, recognising that needs may vary. We also recognise that any student may need tailored support.

2. If we close a course of study

2.1 There may be occasions when the University decides to close a course (in line with our Course Closure and Suspension of Courses Policy and Procedures) because student enrolments render it non-viable from a resourcing or student experience perspective, or it has been superseded by a new programme. Students will be notified within 5 working days of the institution making this decision. Wherever possible, we will continue to deliver the programme in a 'teach-out' period so that existing students can complete their studies as planned to the original timescale. Where this is not possible, in line with our Course Transfer Policy, we will offer to transfer students to a similar or replacement programme at the University, or where this is not available, we will assist students to transfer to a similar programme at another institution. To assist students in any transfer, we will provide students with a transcript detailing the credits awarded to date on the course being closed. Future applicants for a course that we have decided to close to new entrants will be notified within 5 working days of the institution making this decision and in accordance with UCAS deadlines (if appropriate).

- 3. If we make changes to a course including teaching staff and resources, course content, regulations and policies
- 3.1 We will endeavour to avoid implementing change wherever possible during an academic year. However, staff changes can occur at any time during the year, and in these cases we will seek to move other members of staff with the appropriate skills and qualifications to fill gaps as quickly as possible or recruit externally so as to avoid unnecessary disruption. Changes in resources such as teaching rooms, facilities and equipment can also occur at any time in the year and in these cases we will act as quickly as possible to implement alternative arrangements so as to avoid any unnecessary disruption. Changes in course content, academic policies and student regulations will occur from time to time as an ongoing commitment to quality assurance and enhancement. These changes will be conducted in line with our Student Agreement and Course and Unit Modifications Policy and Procedure as appropriate, and approved through the institution's academic regulatory framework including Academic Board and Academic Standards and Quality Committees, all of which have student representation.

4. If we are unable to deliver a course in a specific location

4.1 We are clear to students and potential students whether our courses are delivered at our Bournemouth Campus, London Campus, or both. There may be very rare occasions where we have no alternative but to relocate delivery of a course of study or part of a course of study to a different location. In these cases we will give students as much notice as is possible, and assist students to attend their course of study at the new location. From time to time, we may also deliver particular programmes off-site under contractual agreements. If we are unable to continue to deliver a programme off-site, we will offer students the opportunity to complete their course of study as planned to the original timescale at our campuses in Bournemouth or London or at another suitable location. Under the contractual agreement, students are liable for all costs incurred (e.g. travel, accommodation and subsistence) if they choose to transfer to our campus in Bournemouth. Students not choosing to transfer to complete their course of study will be assisted in transferring to other courses in line with our Course Transfer Policy.

5. If we close the University

Where the entire institution has no other option than to close, students will be notified within 5 working days of the institution making this decision. We will endeavour to close the institution in such a way as to enable current students to complete their course of study within normal registration periods. Where this is not possible, we will assist students to transfer, in line with our Course Transfer Policy, to other providers including provision of academic transcripts detailing the credits awarded to date on the student's course of study.

6. If we lose the power to award degrees

6.1 Students will be notified within 5 working days of the institution being informed of this decision. We will endeavour to ensure that current students can complete their course of study within normal registration periods. If this is not possible, the University will explore the option of operating as a franchisee of a validating partner. Where this is not possible, we will assist students to transfer in line with our Course Transfer Policy to other providers including provision of academic transcripts detailing the credits awarded to date on the student's course of study.

7. If we are de-designated for student support purposes

7.1 Designation allows eligible students to apply for tuition fee and maintenance loans. Affected students will be notified within 5 working days of the institution being informed of this decision. We will endeavour to ensure that all current students can complete their course of study within normal registration periods and continue to access their tuition and maintenance loans during this 'teach-out' period. If this is not possible, the University will explore the option of operating as a franchisee of a validating partner. Where this is not possible, we will assist students to transfer in line with our Course Transfer Policy to other providers including provision of academic transcripts detailing the credits awarded to date on the student's course of study.

8. If we lose our sponsored student licence

8.1 Our sponsored student licence allows us to admit international students (i.e. students who require visas to study in UK). We will contact current and prospective international students within 5 working days of the notification of UKVI's decision to advise them of their options. We will provide assistance to affected current students where conditions of their visas permit transfer to another provider. We will assist students to transfer in line with our Course Transfer Policy to other providers including provision of academic transcripts detailing the credits awarded to date on the student's course of study.

9. If we lose PSRB accreditation for a course

9.1 We will contact affected current and prospective students within 5 working days to notify them of the PSRB decision. We will assist current students to transfer in line with our Course Transfer Policy to other providers that hold the relevant PSRB accreditation including provision of academic transcripts detailing the credits awarded to date on the student's course of study.

10. Students at partner institutions

10. 1 UK Partner Institutions Registered with the Office for Students – Validated Provision

Where a partner institution is registered with the Office for Students as a higher education provider, they will have their own Student Protection Plan and Refund and Compensation Policy and their policy or policies will take priority over those of the University where the partnership is operating on a validation arrangement (i.e. where the partner is delivering a course validated by and which leads to an award of the University).

In such cases, the partner institution's Student Protection Plan and Refund and Compensation Policy shall be invoked in line with the provisions set out in the Partnership Agreement. The University will work with the partner institution to guide and support decision-making and facilitate the best outcome for students.

10.2 UK Partner Institutions Registered with the Office for Students – Franchised Provision

Where a partner institution is registered with the Office for Students as a higher education provider but is operating on a franchise arrangement (i.e. where the University authorises the delivery of its own approved course/s wholly by a partner institution retaining oversight of for the course's content, delivery method and pattern, assessment and quality assurance arrangements) this Student Protection Plan and the University's Refund and Compensation Policy shall be invoked.

10.3 UK Partner Institutions Registered with the Office for Students – Dual Award Provision

Where a partner institution is registered with the Office for Students as a higher education provider but is operating on a dual award arrangement (i.e. where the University and the partner institution, which has its own degree awarding powers, collaborate to provide a course at the partner institution, which leads to successful students achieving an award from both) the provisions set out in the Partnership Agreement shall be invoked and both institutions will work together with affected students to agree the most effective solution to enable students to continue their studies and / or facilitate compensation and refund arrangements.

10.4 UK Partner Institutions Not Registered with the Office for Students

Where a partner institution is not registered with the Office for Students as a higher education provider this Student Protection Plan and the University's Refund and Compensation Policy will be invoked in line with the provisions set out in the Partnership Agreement.

The University will work with the partner institution and students affected to agree the most effective solution to enable students to continue their studies and / or facilitate compensation and refund arrangements.

10.5 Partner Institutions Outside of the UK

Where a partner institution is outside of the UK, the provisions set out in the Partnership Agreement will be invoked.

The University will work with the partner institution and students affected to agree the most effective solution to enable students to continue their studies and / or facilitate compensation and refund arrangements.

Should the partnership be terminated, the University would normally seek to offer students studying at the partner institution an opportunity to study at the University in the UK. In such cases the University:

- Would honour the tuition fee applicable to the course of study but would not normally be able to assist with travel or living expenses
- Would not be able to guarantee that a student would qualify for or obtain a student visa (however the University would assist students in seeking a visa)
- Alternatively, provide students with an opportunity to transfer to another incountry provider by working and co-operating with other in-country providers.
 This may, however, lead to a final award by another institution.

In all cases, the consent of students will be sought before making alternative arrangements, and students are not obliged to take up any options offered.

11. Implementation of the Student Protection Plan

- 11.1 In the event that we are requested to implement the terms of this Student Protection Plan affected students will be informed within 5 working days, collectively through the student VLE (Moodle) and individually via email.
- 11.2 Prospective applicants will be informed collectively via the University website, and individually as appropriate.

12. Refund and Compensation Policy

12.1 Should it become necessary to refund tuition fees and other relevant costs to students and/or to provide compensation where necessary in the event that the institution is no longer able to preserve continuation of study, students should refer to the Refund and Compensation Policy available from the latest policies web page.

13. Review of the Student Protection Plan

13.1 The Student Protection Plan will be reviewed annually at SMG.

14. Publicising the Student Protection Plan

14.1 The Student Protection Plan is publicised to current and future students through the institutional website, alongside our Student Agreement (terms and conditions). It is publicised to staff through the staff portal. Staff are also made aware of the impact of the Student Protection Plan through published policies about course approval, review, modification and closure.

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