

Student Protection Plan

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Quality Assurance:	CMA UK Higher Education Providers-Advice on Consumer Protection Law (March 2015) The UK Quality Code for Higher Education-Part C The Equality Act 2010
Note:	To be read in conjunction with: HBC Terms and Conditions Hugh Baird University Centre Disclaimer HE Tuition Fee Policy

1. Introduction

This plan lays out the policy of Hugh Baird College (“the College”) and the University of Central Lancashire (“UCLan” / the “Validating Partner”) for closing, suspending or changing any programme of study. It is designed to reflect the Sector advisory guidance within the CMA UK Higher Education Providers-Advice on Consumer Protection Law (March 2015), the requirements of The UK Quality Code for Higher Education-Part C and The Equality Act 2010.

This Student Protection Plan applies to students who have been offered places, accepted places or are enrolled on a Hugh Baird College higher education undergraduate or post-graduate programme of study.

The College is committed to helping to ensure students achieve the best possible academic outcomes from their studies and will make every effort to in order to protect the student interest and assure continuity of study in the event of programme, campus or College change or closure. We are aware that occasionally events may occur which mean that unforeseen changes will have to be made to modules or programmes.

The College has undertaken an assessment of the potential risks associated with the continuation of study from a student perspective and the likelihood of these risks crystalizing. These are contained within the College Operational Risk Register.

2. Measures we have in place to mitigate the risks considered in the Risk Register.

Inclusion of a scenario should not be assumed to mean that the College considers it likely to occur.

2.1 The College loses its designated status (which allows UK/EU students to apply for tuition fee and maintenance loans).

Where the College’s designation is withdrawn, suspended or is not successfully renewed, and depending on the circumstances of de-designation, the College will appeal the decision/make a new application for designation with a view to the restoration of this for the coming academic year.

Where appropriate the College will also apply for “teach out designation”, allowing eligible existing students to continue to access student tuition and maintenance loans, including those making new loan applications, for the remainder of their studies while on their current programme at Hugh Baird College, which was designated up to that point. The College may also explore the alternate option of operating as a franchisee of UCLan or another provider, in order to restore student support.

It is thus anticipated that de-designation, in itself, is unlikely to have a material effect upon current students eligible for student loans, while other students may also be unaffected as they are not eligible for or do not wish to apply for student loans.

In the event of teach out designation not being granted, the College will endeavour to transfer existing eligible students, in receipt of or seeking loans, to an approved and designated alternative provider, should they so wish.

2.2 The College has lost validation for one or more of its programmes;

UCLan and Hugh Baird College shall use all reasonable endeavours to protect the interests of students enrolled on programmes approved as a result of the Institutional Agreement;

Upon any early termination of a programme run under the Memorandum of Cooperation, UCLan and Hugh Baird College shall each use reasonable endeavours to ensure that each current student may have the opportunity to complete the programme on which they are enrolled at the date of termination, and shall co-operate so far as may be practical with the intention of achieving such completion of programmes by the students;

Where it is not possible for students to complete the programme, UCLan shall be entitled to transfer the students onto an alternative programme that it provides, whether alone or in collaboration with any third party, and the College shall comply with all reasonable requests of UCLan to facilitate the transfer.

2.3 One or more of the College's locations is no longer available for programme delivery

On resource, academic, student experience or health and safety grounds it may be necessary to close a site and/or move programmes between sites. Unless taken on the grounds of emergency relocation due to unanticipated events, or on the grounds of a material improvement of facilities, the College undertakes not to close a site or relocate a programme while teaching is underway for the academic year except in the event of exceptional circumstances where consultation with students will be undertaken.

Where a site is closed or a programme relocated, programmes and services affected will be delivered instead at appropriate alternate premises of the College or at alternative premises as detailed in the College's Business Continuity Plan.

2.4 The College is no longer able to offer a programme to students due to reasons of financial non-viability.

As per the Hugh Baird College Terms and Conditions:

The College reserves the right, in the interests of financial viability, operational necessity or to improve the quality of the learning experience to make reasonable alterations to programmes – such as altering timetables, tutors or venues – provided such alterations shall not affect substantially the programme content or qualification for which the student has enrolled. At all times the College shall communicate such changes to students (and employers, where relevant) as soon as such changes have been agreed.

The College shall consider whether a programme should run or not if there are 12 or fewer confirmed enrolments and the College shall consider whether further groups should be opened if there are 24 or more confirmed enrolments. The College shall confirm as soon possible that a programme is running and usually this will be by the date at which the first formal lesson was due to take place. On occasion, the College reserves the right to postpone a programme, aiming for it to commence later in the year.

The College reserves the right to cancel, combine or reschedule programmes and/or classes in the interest of efficiency if, in the opinion of the College, there are insufficient enrolments or attendees. In such cases, the College will make every attempt to offer suitable alternative provision.

2.5 The College is no longer able to deliver material components of one or more programmes, particularly if there are areas of particular vulnerability, such as single person dependencies for teaching;

As outlined in the College's Business Continuity Plan, it is possible, in certain circumstances that it will need to replace staff as a matter of urgency. A database of temporary staff is kept by the College's Head of Human Resources and updated on a regular basis (this includes recently retired staff).

The services of a specialist Supply Staff agency will be utilised as appropriate in order to locate new or temporary staff.

Where the pursuance of temporary staff is unrealistic then the College would be prepared to extend the students' term time if possible to complete all work that is necessary with the remaining staff.

2.6 The College is no longer able to deliver one or more modes of study to its students, particularly if it is considering withdrawing a mode of study.

In the event of a mode of study being withdrawn by either UCLan or the College both parties will comply with the Course Amendment procedures as per partner university Quality Assurance Regulations. The process will be completed by the 31st May prior to the next application cycle to ensure compliance with CMA Consumer Protection Law.

2.7 Termination of the Institutional Agreement between the UCLan and Hugh Baird College.

In the event that the Institutional Agreement is terminated:

- i) Student numbers allocated by UCLan to indirectly funded programmes will be retained by UCLan;
- ii) UCLan and Hugh Baird College shall use all reasonable endeavours to protect the interests of students enrolled on programmes approved as a result of the Institutional Agreement;
- iii) Upon any early termination of the Institutional Agreement or termination of a programme run under the Memorandum of Cooperation, UCLan and Hugh Baird College shall each use reasonable endeavours to ensure that each current student may have the opportunity to complete the programme on which he or she is enrolled at the date of termination, and shall co-operate so far as may be practical with the intention of achieving such completion of programmes by the students;
- iv) Where it is not possible for students to complete the programme UCLan shall be entitled to transfer the students onto an alternative programme that it provides, whether alone or in collaboration with any third party, and the College shall comply with all reasonable requests of UCLan to facilitate the transfer;
- v) Where the College provides an alternative programme, whether alone or in collaboration with any third party, it may request that UCLan allows the students to be transferred to that programme. Where UCLan is satisfied that the transfer is in the best interests of the students it may consent to the transfer of all current students willing to be enrolled onto the alternative programme and will assist the College with the transfer;
- vi) All communications to students in connection with the termination of the agreement or of a programme run under the Memorandum of Cooperation shall be provided to the College and approved by UCLan before being sent to students.

3 Refunds and Compensation Policy (Non-Continuation of Study)

3.1 Any reference within the College's Refund and Compensation Policy to the College no longer being able to preserve continuation of study means that the College has terminated or intends to terminate either:

- a. A College programme of study on which an individual has been offered or accepted a place before that individual can register as a student; or

- b. A College programme of study on which a student is registered before that student has completed that programme.

It does not include changes to or termination of programmes where all registered students who would normally have been expected to complete at the date of termination have done so.

The College does not foresee any scenario where it would not be able to preserve continuity of study, however if any programme could not be continued and could not be taught out, the following refund and compensation principles will apply. The College considers refunds and compensation to be a remedy of last resort and is committed to

doing all that it can so that refunds and compensation aren't necessary.

- 3.2 As per section (3) of the College's Terms and Conditions, in the event of a programme being cancelled in the interest of efficiency or a student – or the employer, where relevant – declining a programme rescheduled in the interest of efficiency, the College will refund in full all course fees within fifteen working days. In such cases, the College liability shall be restricted to a refund of any course fees paid to the College by the student, their representative or their employer.
- 3.3 Refunds will normally only be made to the bank and account holder (or other financial institution) that originally paid the tuition fee and will not be paid in cash. This applies whether the student is in receipt of a tuition fee loan from the Student Loans Company, pays their own tuition fees or has their tuition fees paid by a sponsor.
- 3.4 In the instance of non-continuity of a programme, in consultation with the students concerned, a compensation plan will be put in place, relevant to the circumstances of the particular termination, that includes provision for compensation in respect of additional costs reasonably incurred by the students as a result of any relocation. The compensation plan will include as relevant, appropriate and reasonable provision for:
 - a. Maintenance costs;
 - b. Lost time;
 - c. Additional tuition costs
 - d. Travel costs as a result of relocation of provision

- 3.5 In the event of a programme being cancelled for reasons outside of the control of the College, the College shall be under no obligation to provide a refund of fees paid. Should monies be refunded in such a situation, this would constitute a gesture of goodwill and be made without obligation or liability.
- 3.6 Should the College no longer be able to preserve programme continuity but is able to plan and align the termination with the end of the academic year and students are transferring to a different programme at the College or to the same programme at an alternative provider the following will apply. The College will ensure that any student who has been in receipt of a College bursary or scholarship and who would have continued to receive that bursary or scholarship had the programme not terminated, receives the remainder of that bursary or scholarship in line with the agreed terms and conditions of the award.
- 3.7 The College currently has outstanding financial health and has cash reserves which would be sufficient to provide any financial redress for those students adversely affected by non-continuation of a programme.

4 Communication with Students

This Student Protection Plan forms part of the Consumer Protection Law Offer Stage and as such is available via the College's website:

<http://www.hughbaird.ac.uk/index.php/university-centre/wider-information-set-wis>

The College undertakes to make all staff aware of the content and implications of the plan through its Staff Development Programme.

The College values Student Engagement in all aspects of quality monitoring and enhancement within the University Centre. Student participation will be requested in the annual review of the Plan via focus groups and committee discussion.