

# Student Protection Plan

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<b>Quality Assurance:</b>	CMA UK Higher Education Providers-Advice on Consumer Protection Law (March 2015)
<b>Note:</b>	To be read in conjunction with: HBC Terms and Conditions Hugh Baird University Centre Disclaimer HE Tuition Fee Policy

Published on Hugh Baird College website

To be reviewed annually

## 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.

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 course, 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 courses.

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 crystallising. 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Where the College’s designation is withdrawn, suspended or is not successfully renewed, and depending on the circumstances of de-designation, the College will appeal the decision/make a new application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 courses;

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

Upon any early termination of a Course 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 course 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 courses by the students;

Where it is not possible for students to complete the course UCLan shall be entitled to transfer the students onto an alternative course 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 course delivery

On resource, academic, student experience or health and safety grounds it may be necessary to close a site and/or move courses 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 course 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 course relocated, courses 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 course 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 courses – such as altering timetables, tutors or venues – provided such alterations shall not affect substantially the course 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 course 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 course 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 course, aiming for it to commence later in the year.

The College reserves the right to cancel, combine or reschedule courses 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 courses, 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 31<sup>st</sup> 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 courses will be retained by UCLan;

- ii) UCLan and Hugh Baird College shall use all reasonable endeavours to protect the interests of students enrolled on courses approved as a result of the Institutional Agreement;
- iii) Upon any early termination of the Institutional Agreement or termination of a Course 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 course 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 courses by the students;
- iv) Where it is not possible for students to complete the course UCLan shall be entitled to transfer the students onto an alternative course 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 course, whether alone or in collaboration with any third party, it may request that UCLan allows the students to be transferred to that course. 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 course and will assist the College with the transfer;
- vi) All communications to students in connection with the termination of the agreement or of a Course run under the Memorandum of Cooperation shall be provided to the College and approved by UCLan before being sent to students.

## 2 Reimbursement

As per section (3) of the College's Terms and Conditions, in the event of a course being cancelled in the interest of efficiency or a student – or the employer, where relevant – declining a course 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.

In the event of a course 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 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.

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