

## **Annex D: Student Protection Plan**

Provider's name: UCK Ltd t/a The London College

Provider's UKPRN: 10015506

Legal address: 680 Bath Road, Cranford, TW5 9QX

Contact point for enquiries about this student protection plan: Mike Scott – Principal

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### **Student Protection Plan for the period [2018/2019]**

The London College (thereafter 'the College') is fully committed to ensuring that students achieve the best academic outcomes from their studies. There are many risks and uncertainties that may occur that might result in unforeseen changes to the student lifecycle. We are fully committed to protecting the student interests and assuring continuity of studies in case of any material changes such as programme changes, programme closures, or college closure.

These various events that may be triggered include (but are not limited to) the following:

- significant material change;
- a strategic decision to close the College has been taken;
- withdrawal of course designation for student support purposes;
- a decision taken not to run a course for the subsequent year;
- changes in year to course content;
- removal of the Tier 4 Sponsor Licence
- the unanticipated departure of key members of the College staff.
- loss of accreditation from regulatory bodies, e.g. University of Derby, Pearson BTEC etc;

This plan provides an assessment of the various events that may have an impact on continuation of study and measures that are in place to mitigate the impact of such occurrences.

This plan has been approved by the Board of Corporation. The measures contained in this plan are in addition to students' statutory rights, which will remain unaffected.

### **An assessment of the range of risks to the continuation of study for students and the measures in place to mitigate those risks that are reasonably likely to crystallise**

#### **1. Updating of course content, regulations and policies**

The college will deliver the current programmes according to the information published in the prospectus and/or on the website for the academic year in which a student commenced their programme. The College will ensure that the published information is always current and accurate.

The College will ensure that where updates and changes to the programme content and structure, including module content, assessment activities and mode of delivery, are required, the following are adhered to:

- Not to make any changes to programme content and mode of delivery within 3 months [one semester] of the start of the first academic year affected;
- Restrict changes to the necessary minimum to maintain the required quality of student experience;
- Consult and notify affected students as appropriate;
- Work with students to ensure the programme offer is still acceptable;
- Where necessary allow and facilitate appropriate support for students to transfer to another programme at the College;
- Where required, offer reasonable support to students to transfer to another provider.
- Where necessary allow students the opportunity to withdraw from the programme;

Changes to regulations and policies will be predominantly triggered by the awarding organisation (Pearson Education) or the University partner (University of Derby), the College works with. Any changes will be considered by the Academic Board and/or Senior Management Team, where students are represented. The College will ensure that the revised regulations only apply to students first enrolling onto the course, after the implementation of said changes and updates.

New or revised policies shall apply to all students from the start of the new academic year following approval by the College's Academic Board or Senior Management Team, with a proviso that for the remainder of the current academic year, no student would be disadvantaged in comparison with any previous policy changes.

## **2. Closure of a Programme [Higher National Certificate (HNC) / Higher National Diploma (HND) or Degree]**

The College may make a strategic decision to close a programme for a range of reasons, including insufficient enrolments that could make it non-practical from an academic perspective and/or student experience to run the programme. In such cases and where possible, the College will offer existing students a range of options, noting that the College undertakes not to close a programme within 3 calendar months [one semester] of the start of an academic year:

- a) The college will continue to "teach out" the original programme, where this is a viable option from the academic and/or student experience perspective. However, in the event of this being not viable, the College will ensure that all currently enrolled students will continue with their current course at the College for 30 teaching weeks [2 Semesters] [HNC/HND] or 24 teaching weeks [2 semesters] for degree courses following communication of the decision to close the course and until the end of the semester in which the teaching period ends. A term 'enrolled student' refers to a student who is actively engaged in their course and attends classes at the relevant point.
- b) The college will transfer BTEC HNC/HND students to a similar or alternative programme at the College, or where applicable, a similar or alternative programme to

another approved provider. The College has reciprocal arrangements with other approved providers for this purpose.

- c) Students on the University of Derby programmes will adhere to the procedures outlined in the operational manual. A detailed Closure Plan will ensure that students' rights are protected, and any material impact is mitigated by communication with current students to provide assurance that they will not be adversely affected by the decision. The students will be able to complete their studies at the College they have enrolled with. Students will also be provided with the option of either continuing with their programme at the University of Derby campus, follow the programme using University of Derby online platform – UDOL, when possible, or transfer to another provider. The College has reciprocal arrangements with providers in Ealing, West London and Aldgate, Central London.
- d) Future applicants will be notified in accordance with UCAS deadlines, allowing time for applicants to seek an alternative, suitable course.

### **3. Closure of Campus or a specific site**

The College has a fifteen-year lease for the campus in Cranford from January 2017. It is therefore envisaged that the College will not move location and/or premises in the foreseeable future.

However, in the rare event of resource implications, academic or student experience and/or health and safety issues, it may be deemed necessary to close a site or campus and/or move programme between sites. The College undertakes not to close a site or relocate a programme while teaching is underway for the academic year, nor within a month of the start of an academic year, unless taken on the grounds of emergency relocation is due to unforeseen events/circumstances beyond the College's control, e.g. such as terrorism or a natural disaster, or on the grounds of a material improvement of facilities.

If there is a need for a site closure or relocation, the College will undertake to deliver its educational provision at suitable alternative premises, designated for student support purposes, within the Greater London borders. In such circumstances, students will not be routinely offered other options.

### **4. Withdrawal of designation for student support purposes**

In the event where the College's designation for student support purposes is withdrawn, suspended or is not successfully renewed, and depending on the circumstances, the College will appeal the decision and/or make a fresh application for designation with a view to have course designation reinstated for the academic year.

The College will work with relevant funding bodies to allow 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 course at the College.

If it is not possible, the College will support students to transfer to appropriate programmes at an approved and designated provider, should they so wish and, where appropriate, compensate students where they have suffered demonstrable, monetary loss due to disruption to their studies.

The College will also assist affected students by providing letters and/or statements in support of continuation of their studies.

#### **5. Removal of Tier 4 Sponsor Licence**

The College has surrendered its Tier 4 sponsorship licence in July 2016. The College has no plans to apply for a Tier 4 licence in the next three years.

#### **6. Loss of Key Staff**

In the event of a potential loss of key staff, the College will seek to fill staff vacancies as quickly as possible, by moving other current members of staff, with appropriate skills and experience, into the vacant post(s) or recruiting externally, to avoid any disruption.

#### **7. Non-renewal or Withdrawal of Pearson Education Programme Approval or Degree Franchise**

In the event of non-renewal or withdrawal of approval for any of the Pearson Education programmes, the College will work with the awarding organisation to ensure the minimum impact on the students affected and to plan for a smooth transition of students. The College will continue to “teach out” the original programme, where this is a viable option. In the event this not being viable, the College will ensure that all currently enrolled students may continue with their current course at the College for 30 teaching weeks [2 Semesters] [HNC/HND] and/or transfer to an alternative course at the College or to an alternative provider.

In the event of non-renewal or withdrawal of the University approval for degree programmes, in line with the franchise agreement, the College will work with the University to ensure the minimum impact on the students affected and to plan for a smooth transition of students. The College will continue to “teach out” the original programme within the deadlines of programme completion.

Students on the University of Derby programmes will adhere to the procedures outlined in the Operational manual. A detailed Closure Plan will ensure that students’ rights are protected, and any material impact is mitigated by communication with current students to provide assurance that they will not be adversely affected by the decision. The students will be able to complete their studies at the College they have enrolled with. Students will also be provided with the option of either continuing with their programme at the University of Derby campus, follow the programme using University of Derby online platform – UDOL, when possible, or transfer to another provider.

Following a University decision to no longer Franchise its Programme(s), the College will undertake the immediate steps to identify an alternative franchising partner. Students will be advised and supported by the College in choosing between the following options, if and when they become available:

- completing their studies at College under the University Franchising provision
- transferring students to continue their courses at the University of Derby campus
- following the course using University of Derby online platform – UDOL, when possible;
- transferring to an alternative course Franchised by another partner;
- transferring to an approved provider

## **8. Closure of the College and provision exit**

The College's Board of Directors may decide to close the College or to exit the provision. Such an extreme event may be triggered, by the College becoming insolvent or through falling student demand, withdrawal of both Degree and Pearson provision and regulatory matters, or a major event rendering the College's mission no longer viable.

In such cases, the College will ensure that the following actions will be implemented:

- If a decision to close has taken place, the College will immediately enter a "continuity period" allowing all current students enrolled on the courses to continue with their current courses for 30/40 teaching weeks [2 semesters] following communication of the decision to close the College and until the end of the academic session in which the 30/40-week period ends. During this period, the College undertakes to fund the provision so that it may continue to operate normally during this continuity period.
- During the continuity period, where relevant to the circumstances and in consultation with the franchising / awarding body, the College may seek a buyer for the College. If this is not appropriate, and in any case should a sale not be agreed 2 months before the end of the continuity period, the College will work with the awarding organisation and the University to enact the procedures outlined in point 2, 3 and 7

It must be noted that the risk that the College, as a whole, not being able to operate is very low because of the College's strong financial performance to date as demonstrated in the financial reports submitted as a part of 2016/2017 annual monitoring process.

### **Information on the policy to refund tuition fees and other relevant costs to students and to provide compensation where necessary in the event that the college is no longer able to preserve continuation of study**

Link to Refund Policy: <http://www.lcuck.ac.uk/?pg=Policies>

The College does not have any students in 2018-2019 who are at an increased risk of non-continuation of study.

The London College will ensure that a contingency reserve fund of £0.5mln GBP is ring-fenced by 31 August 2018 for refunds and compensation for students at risk of non-continuation of study.

### **Compensation**

The college ensures that any changes of location are discussed in advance with student representatives and all affected students are given notice well in advance and advise students on how such changes will be undertaken.

Students who are affected by such changes will be automatically eligible for compensation relating to the increase in their travel costs. The college will not compensate students for any costs in relation to accommodation.

Students who have an increased travelling distance of over 5 miles will be eligible for compensation of an additional mileage incurred at a rate of 20p per mile for the days they travel to the college over the relevant teaching weeks during the academic year.

Students' traveling on public transport will be eligible for compensation for any additional charges incurred on their daily travel expenses for the days they travel to the college over the relevant teaching weeks during the academic year.

In the case of a course being discontinued without teaching out and if the student does not agree with any alternative arrangements offered, the College will fully refund the student's fees collected for that academic year of study. There will be no other compensation paid by the College.

In the case of a course being discontinued, instead of teaching out, and the student has agreed to commence or continue another course at the College, the College will ensure that there will be no additional tuition fee burden on the student.

In the case of student having to transfer to another provider to complete the same or a similar course, the College will facilitate adequate support to compensate for loss of time, any additional maintenance costs / tuition costs and reimburse travel costs as a result of relocation of provision.

### **Information on how to communicate with students about the student protection plan**

Students are at the epicentre of the College's operations. Student voice is embedded within the decision-making process through student representation in committee meetings. The College has an excellent track-record of listening to its students' voice and responding to their concerns and their recommendations for change.

In the event that this plan needs to be triggered, students will be contacted by a member of the student support team: [monitoring@lcuck.ac.uk](mailto:monitoring@lcuck.ac.uk), within 5 working days to notify students of any applicable change and the date of the applicable change. The student will be given a notice period of 30 days prior to the changes being implemented.

Advice and support will be offered in the first instance by the Student Support team. Additional independent advice and support is available from the members of the Student Council.

The College will take necessary steps to ensure that changes will not be implemented at the start of an academic year or during any academic year.

In the event of programme closure, the College we will take reasonable steps to ensure that existing students are able to complete their current programme within the College original timescale stated in the admission offer.

The College will take reasonable steps to ensure that the College is fully resourced during any "continuity period".

In the event of existing students are not being able to complete their current course, the College will ensure, in all cases, that students may continue their studies for a "continuity period", of at least two semesters, where alternative solutions are investigated.

The College has agreements and processes in place, overseen by the awarding organisation and the University of Derby, to allow the smooth transition of students to specific providers, should all other options be exhausted.

The College will update the website and other public information sources such as UCAS and other listing services, within five College working days of a decision or notification of a significant change, including all scenarios outlined above and closure to new applications upon a decision to close a programme or put the College as a whole into a “continuity period”.

The College will also endeavour to offer eligible applicants a place on an alternative course or assist existing applicants who are holding offers to secure a place at another provider and/or liaise with UCAS to allow the applicants a substitute choice in their application, in the exceptional event where changes make it impossible for prospective students to study on their chosen programme.

This student protection plan will be reviewed and updated annually to reflect any changes from feedback from students, staff, awarding organisation, University of Derby and other regulatory bodies.

The Student Protection Plan (SPP) will be reviewed on an annual basis in consultation with relevant student representative at the Quality and Standards Committee for formal comments. This will be forwarded to the Academic Board and finally approved and signed off by the Board of Corporation.

## **Complaints**

In case of any complaints about the SPP, the students are required to follow the College’s Complaints Procedure which can be found at - <http://www.lcuck.ac.uk/?pg=Policies>.

This policy outlines the steps to assist students to resolve any complaints promptly, fairly and amicably as possible.

In the event of the students are not fully satisfied by the outcome of the Complaints Procedure, the students can seek independent advice through the Office of the Independent Adjudicator (OIA).

This plan will be published on the College website and VLE after final approval by Office for Students (OfS). This plan will be available to all current and potential students and is accessible on the website together with the College’s terms and conditions which are sent to students with their offer letters and will be available as part of the registration process.