

Application for Registration as a Higher Education Provider with the Office for Students (OfS) for 2019/20

Provider's Name: Exeter College

Provider's UKPRN: 10007792

UNIVERSITY LEVEL (HIGHER EDUCATION) STUDENT PROTECTION PLAN

1.0 Introduction

1.1 Exeter College (the College) is committed to helping you achieve successful outcomes from your studies. However, there may be unforeseen circumstances, often outside the College's control, which result in changes having to be made to your units, modules or programmes. This Student Protection Plan (the Plan) outlines the steps the College will take in such circumstances to protect your interests as a University Level (also known and referred to as Higher Education (HE)) student.

1.2 The Higher Education and Research Act 2017 (HERA) requires the College, as a registered Higher Education Provider (HEP) to have a Plan, approved by the Office for Students (OfS), which details the steps the College would take where one or more significant material changes have had to take place, which may affect the quality and/or continuation of your University Level programme of study. Significant material changes may include (but are not limited to):

- Temporary disruption to the delivery of a programme;
- Industrial action by key staff involved in the delivery of a programme;
- Unanticipated departure of key staff involved in the delivery of a programme
- The suspension and/or discontinuation of a programme of study;
- Major changes in year to the content of a programme of study;
- The suspension and/or revocation of the College's Tier 4 Licence (in relation to international students);
- The loss or restriction of validation, franchise or other approvals from a partner university or awarding body;
- A decision is made to close a site of the College at which a programme of study is delivered; or
- A decision is made to close the College.

2.0 Assessment of Risk and Review of the Plan

2.1 The College is required to plan for a wide range of scenarios, many of which have been assessed as being of low risk, and the steps outlined are, therefore, those that would be taken in the unlikely event that any of these significant material changes occur. The College has in place comprehensive risk management and control arrangements, which are fully documented in its Risk Management Policy and which form part of the College's internal control and corporate governance arrangements. The Policy is available on the College website and may be viewed here:

<http://www.exe-coll.ac.uk/Media/PDF/FOI/Risk%20Management%20Policy.pdf>

2.2 Risk management is used to complement the College's business planning and resource allocation process at strategic level or at department, project, function or site level. Risk management in relation to HE provision is undertaken through the twice yearly Quality and Resources Reviews (QRR) of the HE Department, which also incorporate cross-college HE matters, and include an appraisal of the HE Risk Register and any emerging risks, including those that may involve significant material changes to programmes and actions for their mitigation.

2.3 The Plan will be reviewed and updated annually by the College's Higher Education Strategy Group (HESG) informed by the HE Risk Register, and any emerging risks, to ensure the plan remains current. HESG is made up of members of the College's Senior Leadership Team (SLT) together with the Head of Higher Education (HoHE). HESG's terms of reference include the following:

- [To] review and respond to the requirements of legislation and guidance in relation to the provision of information to students and protection of their consumer rights.

The outcome of the review will be reported to the Business Service Committee, which is responsible for all matters relating to financial health, financial control and the use of resources by the College, and subsequently to the full Board of the Corporation (the Governors of the College). The full terms of reference of the Business Services Committee may be viewed here:

<http://www.exe-coll.ac.uk/Media/PDF/Governors/BusinessServicesTOR.pdf>

2.4 The College reserves the right to amend this Plan from time to time, in addition to the annual review, based on legal or regulatory change affecting you or us, or best practice in the HE sector.

3.0 Relationship between the Plan and the HE Student Contract

3.1 The University Level (Higher Education) Student Contract sets out in detail your relationship with the College. The College has full contractual responsibility to you for providing your programme of study with reasonable skill and care in accordance with all applicable requirements. The College has primary responsibility for complying with your rights as a consumer under relevant consumer protection legislation and assumes further responsibilities regarding the educational services it provides to you and for providing you with all necessary information (including information relating to your programme, tuition fees and, where applicable, progression routes).

- 3.2 The Student Contract also explains how changes in your programme of study beyond the College's control are managed. Section 17.1 states:

17.1 It may be necessary for the College to:

17.1.1 Revise the terms, content or delivery of programmes of study from those set out in the prospectus or website in circumstances that are outside the College's control; or

17.1.2 Discontinue, suspend, merge or combine options within programmes; or introduce new options or programmes in circumstances that are outside of the College's control.

These circumstances may include the lack of availability of key personnel without whom the College cannot provide its services; over- or under demand from students; lack of funding; the acts or omissions of placement providers and other third parties; cancellation of third party licences; changes in the requirements of the University or Awarding Body that validates, franchises or otherwise quality assures your programme of study and awards your qualification, as identified in Appendix 1; strikes and other industrial action; and other events such as Government restrictions, civil unrest, severe weather or failure of public or private communications networks.

- 3.3 In the event of any conflict arising between this Plan and the Student Contract, then the Student Contract shall take priority. The full version of the current Student Contract is available on the 'Important Information' page of the 'University Level Studies' section of the College's website and may be viewed here:

<http://www.exe-coll.ac.uk/media/pdf/higher-education/Exeter-College-University-Level-Study-Student-Contract-2017-18.pdf>

4.0 Communication and Provision of Information, Advice and Guidance

- 4.1 The HoHE will be responsible for ensuring that this Plan and any subsequent revisions are made available to staff and students internally and externally, by uploading it to relevant pages of the College Staff Portal, the Moodle-based Virtual Learning Environment (VLE) and to the 'University Level Studies' section of the College website. Externally, once approved by the Office for Students (OfS) the Plan will be made available here:

<http://www.exe-coll.ac.uk/HE/Life/ImportantInfo>

- 4.2 The HoHE will further ensure that all relevant staff are aware of and implement the Plan. This will include HE Programme Managers and Programme delivery teams and Heads and Deputy Heads of Faculty who will need to be aware of the implications when planning changes to programme content or delivery, or when making decisions on whether or not to suspend or discontinue a programme of study.
- 4.3 In preparation for the annual review of the Plan, the HoHE will consult with HE Student Representatives on the suitability and sufficiency of the proposed mitigating measures. Student feedback will be reported to the HESG to enable them to take this into account when making any updates or revisions to the plan.

- 4.4 The College is committed to communicating any significant material changes, which may affect your programme of study as soon as possible, setting out clear information and options for your consideration. This may initially be by email correspondence, however, opportunities will also be provided to discuss matters in person, either by telephone or face to face. If you are one of a group of already enrolled students affected by such a change, you will be invited to a group tutorial or meeting to enable you to feedback collectively and raise shared questions or areas of concern.
- 4.5 The College will take all reasonable steps to minimise disruption and to enable you, and your group where applicable, to complete your studies as intended. Please see Section 5 below for examples of steps that will be taken in response to different scenarios. However, where this is ultimately not possible you may, for example:
- Be offered the opportunity to move to another programme;
 - Be offered a modified version of the same programme;
 - Be provided with assistance to transfer to a different HE provider, which may be a College or a University; or
 - Be offered a financial refund and/or compensation (for cases where it is not possible to preserve the continuation of study or where study is disrupted).
- 4.6 Where you are required to transfer to another programme or provider, there may be implications for your student finance arrangements. If you are affected, the College will provide you with advice and support, whilst noting that the College cannot directly intervene in any student loan arrangements, only notify the Student Loans Company (SLC) of changes in student circumstances.
- 4.7 If your programme of study is affected by a significant material change, your first point of contact for further information, advice and guidance will be as follows:
- Prior to enrolment, please contact the HE Advisor on HEAdvisor@exe-coll.ac.uk or on telephone 01392 400909; or
 - After enrolment, please contact the HE Student Engagement Officer via HEOffice@exe-coll.ac.uk or on telephone 01392 400511.

5.0 Scenarios Leading to Significant Material Change

5.1 Temporary disruption to the delivery of a programme

This risk has been assessed as **low** because the College's Business Continuity Plan provides for mitigating action for a range of events, for example in the case of severe weather events, damage to buildings or equipment and acts of terrorism. Where there is disruption of more than a few days, the College will normally consider whether it is practicable to make changes to delivery, rather than suspending or discontinuing the affected programme. The actions the College will take to minimise disruption may include:

- 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 an element of supported independent 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, if available; and/or
- Providing reasonable support to enable you to transfer to a programme run by another HE provider, which may be a College or University, including making arrangements for the transfer of your credits and information about your academic progress.

5.2 Industrial action by key staff involved in programme delivery

This risk has been assessed as **low** because the College has established frameworks for consultation and negotiation with the recognised trade unions and has experience of ensuring business continuity in the event of industrial action. The College is also 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, the College will seek to:

- Ensure that normal operations and services are maintained as far as possible; and/or
- Take all reasonable steps to fulfil its 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.

5.3 Unanticipated departure of key staff involved in the delivery of a programme

This risk has been assessed as **moderate** because HE academic staff represent a relatively small and specialist community of practice within a predominantly Further Education (FE) College and have skills, qualifications and experience (academic, vocational and teaching) that may not be readily covered or replaced. This scenario may arise as a result of long term ill health, early retirement, death or staff leaving the College. Where possible the College will:

- Seek to fill gaps as quickly as possible, by assigning responsibility to other current members of staff with appropriate skills, qualifications and experience or recruiting externally, to avoid disruption; and/or
- Where the College cannot avoid closing a unit, module or programme as a result, the measures, as outlined in Section 5.4 or 5.5 below will apply.

5.4 The suspension and/or discontinuation of a programme of study

This risk has been assessed as **moderate** because there are a number risks beyond the College's control which could impact on an individual programme of study having its intake suspended for a year or the programme being discontinued. Most notable are under demand from prospective students and availability of key academic staff. The College, working closely with its validating and franchising universities and awarding bodies, has well-established and tested procedures in place to manage suspension and/or discontinuation, or change of delivery mode of a programme of study. Where there may be a material impact on you, the College will mitigate the effect by communicating with you and providing assurance that you will be able to complete your programme of study in one of the following ways:

- Wherever possible the College will enable you to complete your programme of study (what is referred to as ‘teaching out’);
 - In doing so, the College will carefully manage its approach to staffing, timetabling and resourcing to ensure your studies are affected as little as possible;
- Where it is not possible to ‘teach out’, then the College will consider whether there are options for you to transfer to another programme of study at the College or, if not, to transfer to complete your programme of study at another HE provider with a comparable programme, which may be a College or a University; and/or
- If you have applied for a University Level programme of study, but have not yet enrolled, you will be notified well in time for you to source an suitable alternative programme, where relevant, whether as the College or elsewhere.
 - The College will provide you with support and appropriate information, advice and guidance in such circumstances.

5.5 Major changes in year to the content of a programme of study

This risk has been assessed as **low** because major changes to programmes of study, such as those introduced through revalidation, are anticipated and planned for at least 18 months ahead of their introduction, in accordance with the timelines specified by universities and awarding bodies. The College will use all reasonable endeavours to deliver your programme of study in accordance with the description in the University Level prospectus, on the College website and in the Student Handbook for the academic year in which you began your programme. However, in the event of major in-year changes to programme content the College will ensure that:

- Changes are restricted to the minimum necessary to achieve the required quality of experience, and that you are notified and consulted with as appropriate;
- Programme Managers work with you to ensure the programme of study on offer is still acceptable;
- Where necessary, you have the opportunity to withdraw from the programme; and/or
- Providing reasonable support to enable you transfer to a comparable programme run by another HE provider, which may be a College or a University, including making arrangements for the transfer of your credits and information about your academic progress.

5.6 The suspension or revocation of the College’s Tier 4 Licence (in relation to international students)

This risk has been assessed as **low** because the College is committed to, and takes all necessary steps to ensure compliance with the conditions of its licence. Non-EU international students who wish to study full-time, or part-time in some limited circumstances, in the UK must be sponsored by an education provider that holds a Tier 4 licence granted by UK Visas and Immigration (UKVI). When an education provider is granted a Tier 4 licence, significant trust is placed on them. With this trust comes a responsibility to act in accordance with the Immigration Rules and all parts of the Tier 4 Sponsor Guidance.

If the College’s Tier 4 Sponsor status is suspended by UKVI for whatever reason, it 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 of study;
- 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 the College; and/or
- Offering you the opportunity to postpone your application pending the resolution of the suspension (if you have not already commenced your travel to the UK).

If our Tier 4 Sponsor status is revoked by UKVI for whatever reason, the College will take all reasonable steps to minimise disruption to you by, for example, assisting you in transferring to an alternative sponsor and HE provider.

5.7 The loss or restriction of validation, franchise or other approval from a partner university or awarding body

This risk has been assessed as **low** because the College has long established working relationships with all universities and awarding bodies, which validate, franchise or otherwise quality assure its HE provision. These relationships are further governed by Academic Cooperation Agreements, Partnership Agreements and Centre Approvals and regular Joint Boards of Study, Partnership Boards and similar are held with all parties to manage and ensure continuity of arrangements. In the event that your programme of study loses or has restricted its validation, franchise or other approval, the College will consider measures to protect your student experience, such as:

- Offering you the opportunity to postpone your application pending the resolution of the loss or restriction (if you have not already commenced your programme of study);
- Offering you the opportunity to transfer to an alternative programme at the College, if available;
- Providing reasonable support to enable you to transfer to a comparable programme run by another HE provider, which may be a College or a University, including making arrangements for the transfer of your credits and information about your academic progress.

5.8 A decision is made to close a site of the College at which a programme of study is delivered

This risk has been assessed as **low** because the College has substantial FE provision at all sites where HE programmes of study are delivered. Where the College has to close part or all of a site at which HE programmes of study are delivered, or if it becomes unsuitable or unusable for student activity, the College will consider:

- Relocating provision to an alternative suitable location. This may include hiring spaces for programme delivery (where possible) and/or installing temporary buildings on the College's site or other locations;
- Revising the timetable to allow all of the scheduled teaching to take place in the facilities available on alternative sites; and
- Delivering programmes or parts of programmes via different delivery modes, such as through independent learning;
 - Where such an approach is taken, Programme Managers will consider carefully whether this it is appropriate for the enrolled students who would be affected.

5.9 A decision is made to close the College

The risk of College closure has been assessed as **negligible**, due to the diversity of the College's educational provision, in addition to HE, range of funding sources and 'Outstanding' financial sustainability, as graded by the Education and Skills Funding Agency (ESFA). Any likelihood of such a scenario arising would be identified and carefully managed through the College's risk management procedures, as identified in section 2 above. Where the College has no option other than to cease operating, measures to protect your student experience would be considered, including:

- Where possible, closing in a gradual way, over a period that would allow you to complete your programme of study at the College;
- Where the above is not possible, supporting you to transfer to an comparable programme of study at another HE provider, which may be a College or a University and, where appropriate, compensating you where, because of disruption to your programme of study, you suffer demonstrable, material financial loss; and/or
- Merging with another FE College, who is also a HE provider, to maintain all or part of the College's current HE provision.

6.0 **HE Fees, Refunds and Compensation Policy**

6.1 In the event that under any of the above scenarios, or for any other reason caused by our omission or default, you are unable reasonably to continue your studies, then you may be entitled to a refund of whole or part of your tuition fees and/or the payment of compensation. In dealing with refunds and compensation the College will be guided by the principles applied to financial remedies by the Office of the Independent Adjudicator for HE (OIA), which may be viewed here:

<http://www.oiahe.org.uk/making-a-complaint-to-the-oia/guidance-for-students/the-oia's-approach-to-remedies-and-redress.aspx#fr>

6.2 The aim of any financial redress will be to return you to the position you were in before the scenario, omission or default, which caused you to be unable to continue your programme of study occurred. The refund of fees and payment of compensation will only be considered where other mitigating measures and remedies such as those proposed in section 5 above are unavailable, inappropriate or do not sufficiently compensate you.

6.3 Where the whole or partial refund of fees is required, these will be returned to the source from which it came. This will be you, if self-funding, your employer if they have undertaken to pay your tuition fees, or the SLC, thereby reducing your loan repayment liability.

6.4 Where compensation is considered, this will be to cover your actual financial losses experienced as a result of not being able to continue your programme of study at the College. You must, however, be able to prove financial loss by submitting appropriate documentary evidence.

- 6.5 The College's 2017/18 'Course Fees Policy', which includes HE tuition fee liability and refunds, although not yet financial redress through compensation, is available in the Policy Registry on the 'Mission and Policies' section of College's website and you may view it here:

<http://www.exe-coll.ac.uk/Media/PDF/FOI/Course%20Fees%20Policy.pdf>

A summary of the key elements of the policy, as they apply to HE students, is also provided to you on enrolment and re-enrolment.

- 6.6 The 'Course Fees Policy' is reviewed annually, signed off by the SLT and approved by the Board, before adding to the Policy Register. It is proposed that rather than add additional elements into the existing policy, that a new 'HE Fees, Refunds and Compensation Policy' be created specifically for you, as an HE student, to cover all financial matters, thereby improving transparency and accessibility.

- 6.7 The new Policy will cover:

- HE tuition fees for the academic year;
- How HE tuition fees may be paid;
- Tuition fee liability on withdrawal from or interruption of study;
- Refunds in the event of suspension or discontinuation of a programme of study, whether paid by:
 - You;
 - Your employer; or
 - The SLC.
- The payment of additional costs, such as travel costs, where you may be affected by a change in the site at which your programme of study is based;
- The payment of compensation for tuition fees and maintenance costs, where you may have to transfer to another programme of study or HE provider; and
- The payment of compensation for tuition fees, maintenance cost and lost time, where it is not possible to preserve continuation of study.

- 6.8 This policy will be developed in tandem with the new 'Course Fees Policy' for other students at the College to ensure consistency and compatibility. The timescale for completion of this work is 31st July 2018 and once approved by the Office for Students (OfS) the Policy will be made available here:

<http://www.exe-coll.ac.uk/HE/Courses/Fees>

A summary of the key elements will continue to be provided to you on enrolment and re-enrolment.

- 6.9 The College will make provision for the payment of tuition fee refunds and compensation to HE students in the following ways:

- By setting aside sufficient cash reserves, based on a best estimate of risks and needs, to provide refunds and compensation to you and any other student who may be affected by the scenarios; and
- By putting in place insurance arrangements, based on a best estimate of risks and needs, to provide refunds and compensation to you and any other student who may be affected by the scenarios, should cash reserves prove insufficient.

- 6.10 The College 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.

Prepared and Submitted to the Office for Students by the Head of Higher Education

With the delegated authority of the Board of the Corporation of Exeter College

May 2018