



## P901b UCP Student Protection Policy

**Provider's name:** University Centre Peterborough  
**Provider's UKPRN:** 10068157  
**Legal Address from 1<sup>st</sup> August 2019:** Park Crescent, Peterborough, Cambridgeshire, PE1 4DZ  
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### 1. INTRODUCTION

- 1.1 This policy is to clarify what an applicant or student can expect if unanticipated problems occur, including if their course or institution were to close. It highlights the arrangements for informing and consulting with students so that their rights and the responsibility of University Centre Peterborough (UCP) is clear. We will always take account of the diversity of our individual students and we will consider their individual needs and circumstances when affected by changes outlined in this plan and/or when the plan is triggered.
- 1.2 UCP was established in 2007 as a Joint Venture between Peterborough Regional College (PRC) and Anglia Ruskin University (ARU), with ARU acting as the sole awarding body for franchised degrees at the institution, and PRC providing the teaching staff. It was enshrined in the agreement between ARU and PRC that UCP would be a precursor to the establishment of a stand-alone university in Peterborough. ARU and PRC have agreed to replace the current franchise arrangement with a formal validation agreement, which will commence from 1st September 2019. This is to allow the institution to fulfil its original mission, and be appropriately positioned to take the next steps to evolve the next steps into an independent university. The nature of the agreement has therefore been designed to provide the necessary infrastructure to allow UCP to meet the eligibility criteria of the Office for Students and in turn fulfil its ambition of applying for Degree Awarding Powers and ultimately University Title.
- 1.3 Therefore, it should be noted that UCP operates its degree provision under both a validation and joint venture arrangement with ARU from September 2019. Students who enrol on a degree before September 2019 (Franchised students) are on a course operated under a joint venture agreement. New students enrolled after September 2019 (Validated Students) are taught under a validation agreement with ARU. From August 2019 UCP will become a wholly owned subsidiary of PRC.
- 1.4 The validation agreement enables ARU to make an award for provision that is designed and delivered by UCP. To enable consistency of approach and efficiency, the quality and standards of validated programmes are managed and governed at UCP, drawing upon academic expertise from within ARU. Students on a validated programme receive an award from ARU.
- 1.5 The joint venture agreement is where UCP delivers a degree programme that leads to an ARU award. Under franchise arrangements the degree programme provided by UCP is substantially the same as the one offered at ARU. The quality and standards are managed and governed at ARU. Students on a franchise programme therefore receive an award from ARU.

- 1.6 This policy refers to risks associated with both Franchised Students and Validated Students. UCP has measures in place to provide assurance to Franchised Students that it will meet its commitment to teach out (i.e. support enrolled students to complete their course at UCP in line with UCP's contractual commitments). UCP has assessed the risk to students as low due to its agreement with ARU to provide transitional support to UCP's students where necessary in the unlikely event that UCP is unable to meet its commitment to students.

## 2. PURPOSE

- 2.1 It is important that UCP has robust plans in place which protect higher education students if their course cannot be fully delivered or if it is necessary to change the content of their course. UCP takes its contractual relationship with its students seriously and is committed to meeting the expectations of students.
- 2.2 This Student Protection Plan sets out the measures that UCP has in place to protect students' continuation of studies. The type of event or change which might cause a risk, together with an explanation of the steps UCP would take to protect students' continuation of study are set out below. These measures are in addition to the protections that students have under consumer protection law and do not impinge on students' consumer rights.

### Risks which may trigger the Student Protection Plan

- 2.3 This document describes;
- A. **Course suspension, closure and withdrawal of offer to study:** The exceptional circumstances that will give rise to a decision by UCP to withdraw an unconditional or conditional offer of a place on a higher education course and the arrangements that will be put in place in such an eventuality.
  - B. **Change in course content or delivery:** The obligations of UCP to applicants and current students in relation to the units/modules/Academic and Assessment Regulations that are offered on its higher education programmes and the arrangements that will be made if changes to the course content and delivery are required.
  - C. **Withdrawal or changes to Awarding Body:** The arrangements to be put in place in the event of changes to the Awarding Body or validation arrangements for a course.
  - D. **Loss of Right to Recruit International Students:** The arrangements required by removal of a provider's Tier 4 Sponsor License (the Home Office issued license which allows a provider to teach international students).
  - E. **Institution Closure:** The exceptional circumstances that will give rise to closure of UCP and the arrangements that will be put in place in such an eventuality.
  - F. **Loss of specialist facilities critical to the delivery of the curriculum**
- 2.4 In such circumstance UCP will ensure clarity of options, timely notification and clear arrangements for consulting with students when changes occur through this policy and the policies listed in section 4.

### 3. SCOPE

- 3.1 The Student Protection Policy is triggered by changes as set out in section 2, particularly those which could affect students' continued participation in their chosen course or at the institution at which they are studying.
- 3.2 The Policy relates to all applicants and students studying at UCP on undergraduate degree programmes. It also identifies arrangements which will be made with accrediting bodies, which in this instance is Anglia Ruskin University. It involves any member of staff involved in offering Information, Advice and Guidance to prospective and current students. This therefore includes: administrative (e.g. finance, reception), support (e.g. admissions), academic (e.g. course leaders and lecturers), and marketing and management staff.

### 4. RELATED DOCUMENTS

- 4Risk Register
- Higher Education Competition Markets Authority Policy
- UCP Rules, regulations and Procedures (4th edition, January 2019). <https://www.ucp.ac.uk/policies/>
- Terms and Conditions of Admission and Enrolment Higher Education <https://www.ucp.ac.uk/policies/>
- HE Student Charter <https://www.ucp.ac.uk/policies/>
- Higher Education Removal of Courses, Curriculum Revisions <https://www.ucp.ac.uk/policies/>
- Competition and Markets Authority guidance on consumer law for UK HE providers (2015) [www.gov.uk/cma-cases/competition-and-regulation-in-higher-education-in-england](http://www.gov.uk/cma-cases/competition-and-regulation-in-higher-education-in-england)
- HEFCE statement of good practice on course change and closure (2015), <http://www.hefce.ac.uk/reg/sp/>
- Anglia Ruskin University Senate Code of Practice on Collaborative Provision (6th Edition, September 2015)

### 5. DEFINITIONS

<b>Class:</b>	a regular meeting of a group of learners studying for a particular qualification or range of qualifications.
<b>Qualification:</b>	a programme of study leading to recognised certification.
<b>Current Student:</b>	is one that is enrolled in a current academic year (1 <sup>st</sup> August to 31 <sup>st</sup> July).
<b>Course Closure:</b>	to no longer offer the course for an indefinite period.
<b>Course Suspension:</b>	to not offer the course for a specific period (normally until the following academic year).

### 6. RESPONSIBILITIES

- 6.1 It is imperative that before a change, as outlined in Section 2, is implemented that the consequences are fully considered. Such consequences may include, for example, interrupted student experience, financial considerations, market demand, resource implications, consumer protection (students) and reputational issues.
- 6.2 It is the responsibility of the Academic Standards and Operations Committee to;

- Determine whether the reason for closure is valid and acceptable. This must include consideration on how applicants/students will be supported;
- determine whether there should be a restriction on the number of classes in the particular subject area;
- determine whether the reason for removal of a course from UCP’s portfolio is valid and acceptable;
- consult with students and staff on curriculum revisions and provide an opportunity to raise queries and concerns;
- in cases of collaborative provision, consult with the other institution to close, suspend or change course content and ensure that they are aware of the policy and processes;
- agree and document the reasons for changes outlines in section 2 and complete the appropriate documentation (must complete the ‘Request for Closure, Suspension or Substantial Change of Courses’ form and submit to the Academic Board see Appendix A) Where necessary, Chair’s Action will be sought when meeting schedules would delay the process;
- agree an action plan for managing the impact which must be drawn up with all internal and external stakeholders;
- to write formal communication to applicants/students after agreed action confirmed.

- 6.3 It is the responsibility of the HE Senior Admissions and Enrolment Officer, UCP Marketing and Events Officer and Registry, if required, to;
- ensure that the course is removed from, or information amended, on the UCAS database, with the Student Loans Company and on the UCP website;
  - follow the recruitment and admissions process in respect of any applicant holding an offer of a place;
  - check and update internal and external publicised information;
  - follow the Terms and Conditions of Admissions and Enrolment Higher Education to be clear on the obligations to applicants and students;
  - inform the UCP Marketing and admissions team.

## **7. RISK ANALYSIS**

- 7.1 We recognise that we have a higher than average number of students with disabilities and that our students are less economically privileged than many other institutions. The importance of customised advice and support with the need for a clear process to help each student. During consultation with the affect students the needs of different types of student (part-time, full-time, mature students, etc.) will be considered.
- 7.2 The risk that UCP is unable to operate is very low due to our financial performance. UCP maintained a steady income in a challenging external environment (as can be seen through the audited annual accounts. We are confident that our strategic planning process enables UCP to adapt appropriately to change and minimise the impact on students. Further protection will be due to the subsidiary status of the company.
- 7.3 Each assessed risk relating to the continuation of study for our students is detailed in section 9 in order of severity, the lowest assessed risk listed first.

- 7.4 **Analyse risks of non-adherence to this policy:** This policy is required to ensure that correct procedures are in place and followed by all involved in the closure or revision of courses and guidance offered to higher education students.
- 7.5 UCP is committed to the provision of comprehensive, open and transparent information ensuring accurate, relevant, and current procedures are followed enabling applicants and students to make an informed decision. Failure to have this policy in place or non-adherence may result in resource implications, financial considerations and inconsistency practices leading to dissatisfaction and poor reputation as well as failure to demonstrate the expected base line regulatory requirements of a HE provider.
- 7.6 **Staff training needed:** Induction and refresher training to be made available to staff.
- 7.7 **Compliance:** reduces the risks described above.

## 8. EQUAL OPPORTUNITIES IMPACT ASSESSMENT

- 8.1 This policy has had a stage 1 impact Assessment.

## 9. PROCEDURE

### A. Course suspension, closure and withdrawal of offer to study

- 9.1 As outlined in the Terms and Conditions document ([Terms and Conditions](#)) UCP will aim to deliver course provision as described in course handbooks, unit/module guides, website information and other available information. However, at times it may be necessary to change this provision either before or after a student enrolls. Closure of a course means that it will no longer be open for future student registration. Suspension of a course of study is defined by a fixed timeframe in which the course will not be delivered and is normally reserved for a new course of study which have yet registered students.
- 9.2 Reasons for a suspension of a course could include;
- loss of key staff whose expertise was required or changes in staffing;
  - insufficient enrolment and course take-up makes it unviable to run and detrimental to the student experience;
  - restricted number of classes being offered in a particular curriculum area due to maximum room or resource restraints;
  - developments in the subject and QAA benchmark revisions;
  - to safeguard academic standards for example, in response to external examiner feedback.
  - changes implemented by the Awarding or accreditation body (PSRB);
  - following student feedback.
- 9.3 The risk of a course being cancelled with students enrolled on it is extremely low. This is because if a member of staff were to leave, others would be able to cover the teaching. We recognise that there are some specialist modules designed to take advantage of staff expertise or research. These modules are only offered as optional modules and changes to the offer is made clear to

students in advance. In addition, in the event of closure, existing students will be taught out where they are able to complete their studies within the agreed timeframe.

- 9.4 The risk of a course requiring closure before an applicant enrolls is assessed as moderate. UCP actively monitors the impact of the changing graduate market and its impact on recruitment. Low recruitment numbers mean that UCP may wish to suspend admission or close a course. Low numbers could negatively impact on student experience; changes in employment opportunities which could negatively impact graduate destinations; and replacement of the course following curriculum review is required to further enhance the offer to students.
- 9.5 Course suspension is agreed for one academic year or one intake through the process outlined in section 6. Where a course has been suspended for two consecutive years, the Academic Development Committee should consider if it is appropriate to close the course.
- 9.6 The Academic Director of UCP (or identified delegate) will make potential students aware and will inform teaching staff if course numbers are low at application stage and if the advertised course is at risk of suspension or closure. See Section 10 for information about how this is communicated to students.
- 9.7 The decision to suspend a course will follow the process outline in section 6.
- 9.8 If a course is suspended at application stage, the applicant will be informed by letter or email as soon as it is reasonably practicable in order for the applicant to decide whether or not they still wish to continue with their application to study. Substitute provision will be considered and applicants informed of the alternate course options. An offer of a place may be deferred for an academic year but UCP cannot guarantee that the course will run. If, because of the course suspension, the applicant decides not to study with UCP, UCP will refund any tuition fees and/or deposit that they have paid in advance and in accordance with UCP Rules, Regulations and Procedures (4th edition, January 2019).
- 9.9 If on the rare occasion a course with enrolled students may become no longer available UCP will identify a suitable alternative course to transfer students onto or assist in finding an alternative provider. See Section 10 for information about how this is communicated to students.

#### **B. Change in course content or delivery**

- 9.10 UCP reviews its curriculum portfolio annually to make sure it remains current and meets the needs of students, employers and industry. In certain circumstances, UCP may need to make changes to the previously advertised course content, structure and/or method of delivery of a course or individual units/modules offered. This could be after an applicant has accepted their offer, or as an enrolled student. This may include discontinuing some units/modules.
- 9.11 UCP's assessment is that the risk it would not deliver material components of a course is extremely low. This is because UCP designs core modules/units to be taught by integrated teams of academic staff. As a result, even if one member of staff were to leave, others would be able to cover the teaching.
- 9.12 In normal circumstances, material changes will not be made to a programme after registration, but if this is necessary students will be informed at the earliest opportunity of the changes and wherever possible their views will be considered. Where unforeseen events arise that may impact

a programme of study we will be open and transparent about the event, the likely impact and the changes we would need to make to protect students and enable them to continue their studies.

- 9.13 Reasons for a change in a course structure or content could include;
- to meet the requirements of an accrediting, professional, statutory and/or regulatory body;
  - to comply with legal, regulatory or governmental requirements;
  - to respond to sector good practice or quality enhancement processes, such as in response to student feedback;
  - to keep programmes contemporaneous by updating practises or areas of study;
  - to safeguard academic standards for example, in response to external examiner feedback;
  - because of circumstances outside of the reasonable control of UCP such as an unplanned absence of a key member of staff or if an external provider is no longer available to contribute to a module/unit;
  - where insufficient numbers of students have chosen an optional module/unit making it unviable to run or where a member of staff whose expertise was required to run it is no longer available;
  - to abide by the revisions made by the Awarding Body (Anglia Ruskin University).
- 9.14 It is possible that as a result of this, substantial changes in the methods of delivery of a course, such as the timetable, location, number of classes, methods and timings of assessments is required. UCP will make all reasonable efforts to minimise any adverse effect the change may have on students and will endeavour to consult with potentially affected students as early as possible where it is able to do so. Student's opinions are sought through the Class Rep system, by gathering opinion at Student Council meetings and through engagement with the Student Officer. Students also sit on key decision making committees which policies are reviewed at.
- 9.15 If UCP makes a change after a student has enrolled, or an applicant has accepted an offer of study, the student/applicant will be informed by the Course Leader, by email, or in tutorials as soon as it is reasonably practicable to do so. UCP may offer the student a place on an alternative course or assist the student in finding an alternative provider including help to transfer credits where possible. Any entitlement a student may have to a refund of fees will be determined in accordance with UCP Rules, Regulations and Procedures (4th edition January 2019).

### **C. Withdrawal or changes to Awarding Body**

- 9.16 Reasons for changes to Awarding Body and validation agreements could include:
- as a result of periodic review or course re-approval process;
  - failure to gain course approval;
  - developments in the subject mean that changing to an alternative Awarding Body or validating partner is in the interests of students;
  - the validating partner has decided to cease to provide the validation for that course;
  - receiving an unsatisfactory outcome following a QAA review;
  - External Bodies (such as PRSB) require changes, suspension or closure of a course;
  - closure of a validation partner or awarding body resulting in the withdrawal of the course;
  - on successful award of Taught Degree Awarding Powers (TDAP) UCP would seek to validate their own provision and as such engagement with existing awarding/accrediting bodies would change. Students would be informed and consulted with when this occurs;

- post TDAP unsatisfactory judgements at the time of the QAA review affecting renewal of the degree-awarding powers;
  - UCP has measures in place to provide assurance to Franchised Students that it will meet its commitment to teach out (i.e. support enrolled students to complete their course at UCP in line with UCP's contractual commitments) any student taught under the validation agreement.
- 9.17 UCP has formalised an agreement with ARU to provide transitional support to UCP's Franchised Students as articulated within the Heads of Terms and agreement.
- 9.18 Changes to the validation or Awarding Body of a course would normally be initiated for the next academic year unless there are circumstances outside UCP's control. In the unlikely event it happens once a student has enrolled an action plan will be implemented to ensure existing students can complete their course even if their specific qualification has changed or been withdrawn and will not run in subsequent years. On rare occasions a course with enrolled students may no longer be accredited and UCP will try and identify a suitable alternative course to transfer to or assist in finding an alternative provider.
- 9.19 The action plan should include;
- assessing the impact on course management and delivery;
  - formal communication to students, staff and notification to other stakeholders (e.g. external examiners, student's employers) to include the reasons for the decision;
  - managing the implications for progressing students who require to retake units/modules;
  - considering the needs of students who have intermitted their studies. Although, it should be noted that UCP are unable to guarantee to students that the pathway for which they originally registered will still be available when they resume their studies and will be embedded in UCP's Rules, Regulations and Procedures (4<sup>th</sup> Edition, January 2019);
  - abiding by the policies and procedures of the Awarding Body.

#### **D. Loss of Right to Recruit International Students**

- 9.20 If UCP's Tier 4 sponsor licence is revoked by the Home Office, it is no longer allowed to support international students requiring a student study visa. Students already enrolled and studying at UCP may be allowed to continue until the expiry date of their CAS. Any applicants who have yet to enrol will be informed, by letter or email, as soon as it is reasonably practicable. UCP will refund any tuition fee and/or deposit that they have paid in advance and in accordance with the UCP Rules, regulations and Procedures (4th edition, January 2019). Where possible, the applicant may be given advice on how to apply to an alternative provider.

#### **E. Institution Closure**

- 9.21 If in the exceptional circumstance, UCP had to close, and the curriculum offer ceased, key measures as stated in the 4Risk Register would be invoked.
- 9.22 Exceptional circumstances could include;
- a strategic decision by a provider to close a campus and exit the market altogether;
  - damage to the building, critical infrastructure or key resources as a result of fire, criminal damage or accident;



- 9.23 Where possible UCP will support affected students to change to a different provider without having to start their course from the beginning, including help to transfer credits where possible and the issuing of a formal transcript. Any entitlement a student may have to a refund of fees will be determined in accordance with the UCP Rules, regulations and Procedures (4th edition, January 2019).
- 9.24 If a decision was made to close the higher education curriculum offer there must be early and ongoing discussions with students. These should include informing students of the plans, and outline the measures that will be taken to safeguard their educational experience. All students affected will be met with. Where possible, meetings should be held when students are timetabled to attend UCP.
- 9.25 Where possible the admission cycle and academic calendar should be taken into account allowing the best possible options for students to transfer to alternative providers. Arrangements for affected students to switch to a different provider without having to start their course from scratch including help to transfer credits where possible. Any entitlement a student may have to a refund of fees will be determined in accordance with the UCP Rules, regulations and Procedures (4th edition, January 2019). See Section 10 for information about how this is communicated to students.

#### **F Loss of specialist facilities critical to the delivery of curriculum**

- 9.26 UCP has a 4Risk Register and a plan which outlines the steps we would take in the event of a loss of specialist facilities or essential buildings such as the Library or student residences. In the event of a loss of these facilities the business continuity protocol would be followed. This may include the need for UCP to secure alternative facilities off site. The individual impact on students in accessing and continuing their studies would be considered and prioritised in these circumstances.

### **10. COMMUNICATION WITH STUDENTS**

- 10.1 UCP are committed to the provision of comprehensive, open and transparent information ensuring accurate, relevant, and current procedures are followed enabling applicants and students to make informed decisions.
- 10.2 Students and applicants will be informed by the HE Curriculum Leader and the Academic Officer, by email, telephone or in tutorials of any changes to their course or module/unit. If their offer of study is withdrawn for any reason outlined in section 2.3 they will be informed as soon as it is reasonably practicable to do so, and this communication will be formal written communication emailed by the Academic Director of UCP (or nominee).
- 10.3 Higher education students attend a two-day course induction prior to the commencement of their studies. This includes participation in compulsory welcome talks so that students are made aware of the ethos of UCP, course specific activities, enrolment and registration processes and conditions. This also includes reference to terms and conditions and the Student Protection Policy. Students are encouraged to read and fully understand the information provided prior to acceptance of a place on the course and enrolment. It is made clear that by enrolling with UCP the student is bound by the Terms and Conditions. All students receive a course handbook which further outlines this. The Student Protection Plan is available on the UCP website.

## **11. REFUND AND COMPENSATION**

- 11.1 Financial compensation will not always be an appropriate response to complaints and it is unlikely that most issues will be resolved in this way. UCP will strive to ensure that students receive what was promised from their degree and university experience. Alternatives to financial compensation might include an apology or goodwill gesture, or an offer of alternative learning methods if the course cannot be delivered in the way it was originally intended. UCP will take an individual approach to resolving complaints, and our approach to compensation outlined below reflects this. Our refund policy is articulated within our Terms and Conditions and UCP Rules and Regulations.
- 11.2 UCP is a subsidiary of PRC who have a Business Continuity Plan, covering all group companies, that is regularly reviewed. PRC also have group insurance which covers professional negligence and Business Interruption by any group company. The College Group has sufficient cash reserves to provide refunds and compensation for students who may be identified as eligible for compensation. Compensation if agreed due to non-continuation of study will include payment of additional travel costs for students affected by a change in the location of their course or compensation for tuition and maintenance costs where students must transfer to another course or provider and will include continuation of any bursary that was offered to enable access and success into higher education. Maintenance costs, additional costs and lost time will be provided for where it has not been possible to preserve continuation of study. This relates to students funded by the SLC, themselves or a sponsor.

## **12. RIGHT OF APPEAL**

- 12.1 UCP considers student interests in decision making and ensures that decisions are fair, accessible, transparent and explicit. Guidance is published through the HE Student Charter and the Terms and Conditions of enrolment and application document. Adherence to the Competition and Markets Authority guidance on consumer law for UK HE providers (2015) also ensures that the guidance given is accurate, clear, unambiguous and timely.
- 12.2 Where a decision is made to close some provision, all higher education courses or close down the site altogether it might not be possible for an applicant or student submit a complaint. For example, where decisions are made due to factors outside of UCP's control such as the withdrawal of a validation partner. However, students concerns and feedback will be sought at all opportunities. In controllable circumstances process outlined in UCP's Rules, Regulations and Procedures will be followed.

## **13. CURRENCY OF THIS POLICY**

- 13.1 This Student Protection Plan forms an important part of the student contract and as such will be reviewed annually alongside the terms and conditions and other important policies. UCP will consult with students when making changes to the Plan. Any changes will be communicated to our students through our standard official communication channels including the full range of accessible formats. The latest version of the plan will always be available on the website.
- 13.2 The policy will not normally apply to graduates who have already completed their studies at UCP.
- 13.3 This Student Protection Plan will be published once it has been approved by the University's regulator, the Office for Students.