

## University of Plymouth

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### Student Protection Plan (“Plan”)

The University of Plymouth is committed to helping you achieve successful outcomes from your studies. However, there may be unforeseen circumstances, often outside the University’s control, which result in changes having to be made to your modules or programmes. This Student Protection Plan will be considered annually by University Senate (which includes student representation via the University of Plymouth Students Union). The Student Protection Plan will be made available to all students and prospective students via the University website. The University’s Academic Registry will be responsible for ensuring staff are aware of and implement the Student Protection Plan.

In particular:

- Applicants will be made aware of this plan when an offer to study a course is made
- Current students will be updated on the plan as part of induction exercise in each re-enrolment, and information regarding the plan’s location on the website will be routinely provided in student handbooks
- The plan will be published on the staff intranet, and specific staff training activities will be undertaken
- The student protection plan will be referred to in the UoP Academic Regulations for course change and course closure procedures
- The annual review of the Student Protection Plan by the University Executive will take place after it has received comments from the Student Life Committee of the University (where there is Student Union and student representation including the interests of students studying at partner institutions)

The [Student Contract](#) details the relationship between you and the University, and explains the University’s responsibilities and how programme changes beyond the University’s control are managed. In the event of any conflict between this Plan and the Student Contract then the Student Contract shall take priority.

The University is committed to communicating any changes to you as early as possible, setting out clear information and options. We will take all reasonable steps to minimise disruption and to enable you to complete your studies as intended. 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 switch to a different provider;
- move to a different campus;
- 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) in accordance with our Refund and Compensation Policy (see below). In the event of any conflict between this Plan and our Refund and Compensation Policy then this Plan will apply.

Where you are required to transfer programme, or move to another campus, there may be implications for your student finance arrangements. If you are affected, the University's [Student Funding Service](#) will contact you and provide detailed information, advice and guidance based on this Plan, the Student Contract, the Refund and Compensation Policy taking account of your individual circumstances.

The Higher Education and Research Act 2017 requires the University to have a Student Protection Plan, like this Plan, to protect your interests and detail the steps we would take where significant material changes had to take place affecting the quality and/or continuation of your study, such as (but not limited to):

- disruption of University programme delivery;
- industrial action;
- the unanticipated departure of key members of University staff;
- the cessation of programme delivery, likely cessation, or change of delivery mode;
- major changes in year to programme content;
- suspension and/or revocation of the University's Tier 4 Sponsor Licence;
- changes to regulatory framework affecting a specific programme and loss of accreditation from professional, statutory or regulatory bodies;
- a decision to close the University or a campus or site for delivery of University programmes having been taken;
- loss or restriction of degree awarding powers.

This Plan applies to both students studying at a University of Plymouth campus and to students studying at one of our partner institutions. Part A below relates to students studying at our own campuses and Part B to students studying at our partner institutions. If you are uncertain which part of the plan applies to you please refer to your course/programme leader or make contact using the details at the end of this plan.

We will review this Plan at least annually and update and amend as required. We also reserve the right to amend this Plan from time to time based on legal or regulatory change affecting you or us or best practice in the higher education sector.

The University 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 University.

## **Part A – For students studying at University of Plymouth campuses**

It is important to note that whilst the University will plan for a wide range of scenarios many of these are very unlikely to happen. The University undertakes risk assessments in each Faculty and directorate and regularly reviews them. There are processes to escalate risks through the University's governance structures to ensure that interventions to mitigate them takes place. The University assesses the risk of the occurrence of the material changes listed above to be low because of a mix of its financial stability and business planning. The following section details the likely steps that would be taken in the unlikely event that any of these significant material changes occurs.

### **Working with you – advice and guidance**

Where we anticipate changes, which will affect your studies we are committed to:

- Letting you know as soon as possible
- Where appropriate working with the University of Plymouth Student Union and with student representatives to discuss the changes
- Providing you with advice and guidance on the proposed changes and the options that you have
- Applying where relevant our Refund and Compensation Policy

### **Significant Material Change:**

#### **1. If there is disruption to University activity:**

Where there is disruption to programme delivery, we will normally consider whether it is practicable to make changes to delivery, rather than closing or suspending the affected programme. The actions we 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 distance learning;
- changes to the staffing of a programme, including the recruitment of alternative staff, where appropriate (see 2 below);
- offering you the opportunity to transfer to an alternative programme;
- providing reasonable support to you to access a programme run by another provider, including making arrangements for the transfer of your credits and information about your academic progress.

The University's Business Continuity Plan covers other mitigating actions affecting business continuity, such as acts of terrorism, damage to buildings or equipment.

## **2. If key academic staff involved in delivering a programme are unavailable:**

This may happen as a result of long term sickness, retirement, death or leaving the University. Where possible we will:

- seek to fill gaps as quickly as possible, by assigning responsibility to other current members of staff with appropriate skills and experience or recruiting externally, to avoid disruption;
- where this affects a PhD student we will discuss with you the best options for your future supervision which may include allocating alternative supervisors from the University or occasionally moving your studies to another University (e.g. your supervisor's new institution)
- where the University cannot avoid closing a module or programme, the policy as outlined in 4 or 5 below will apply.

## **3. If industrial action affects your studies:**

We have established frameworks for consultation and negotiation with the recognised trade unions. We are 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, we will seek to:

- ensure that normal operations and services are maintained as far as possible;
- 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.

## **4. If we need to make major in-year changes in to the content of your programme:**

We will use all reasonable endeavours to deliver your programme in accordance with its description in our prospectus for the academic year in which you began your programme. However, in the event of major in-year changes to programme content we will ensure that:

- we restrict changes to the minimum necessary to achieve the required quality of experience, and you are notified and consulted with as appropriate;
- we work with you to ensure the offer is still acceptable;
- where necessary, you have the opportunity to withdraw from the programme;
- where required, you are offered reasonable support to transfer to another programme at the University, or to another provider.

## **5. If we cease delivering a programme (or if this were to become likely) or change its delivery mode:**

We have established and tested procedures in place in the event of the suspension / closure or change of delivery mode of a programme of study. Where there is a material impact on you, we will mitigate the effect by communicating with you to provide assurance that you

will not be adversely affected by the decision and that you will be able to complete your studies.

Wherever possible we will enable you to complete your programme of study (what we call 'teaching out'). In doing this we will carefully manage our approach to staffing and other resources to ensure your studies are affected as little as possible.

Where it is not possible to teach out then we will consider whether there are options for you to change programmes at the University or to transfer to complete your programme at another institution

We will undertake equality impact assessments to assess the effect on students with different needs, characteristics and circumstances.

If you have applied for a University programme, but have not yet enrolled, you will be notified (in accordance with UCAS deadlines where appropriate) in time for you to source an alternative suitable programme, where relevant, at the University. We will provide you with support and advice in these circumstances.

#### **6. If the programme you are enrolled on loses its accreditation:**

If your programme loses its accreditation from a professional, statutory or regulatory body, we will consider measures to protect your student experience, such as:

- offering you the chance to move to another programme;
- delivering a modified version of the same programme;
- providing assistance to you to switch to a different provider who has the relevant accreditation.

#### **7. If our Tier 4 Sponsor Licence is suspended or revoked:**

If our Tier 4 Sponsor status is suspended, we 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;
- allowing you to enrol and commence your studies, if you are already in receipt of a visa based upon an allocated CAS from the University;
- offering you the opportunity to postpone your application pending the resolution of the suspension (if you have not already commenced your travel to the University).

If our Tier 4 Sponsor status is revoked, we will take all reasonable steps to minimise disruption to you by, for example, assisting you to switch to an alternative sponsor.

#### **8. If the University loses its degree awarding powers, or they are restricted:**

If the Office for Students (OfS) restricts or revokes our degree awarding power and/or University status, we will work with the OfS to:

- ensure all reasonable steps are taken to minimise the resultant disruption to you;
- ensure that, as far as possible, changes are made in a transitional manner.

If our programmes are de-designated for 'Student Support' purposes (so you were unable to access statutory student finance), we will take all reasonable steps to minimise disruption to you by, for example:

- working with relevant funding bodies to allow you to complete your year of study/programme;
- where the above is not possible, supporting you to transfer to an appropriate programme at another provider and, where appropriate, financially compensating you where you suffer demonstrable, material financial loss because of disruption to your studies;
- assisting you by providing evidence/letters/statements in support of continuation of your studies;
- merging with another institution to maintain all or part of the University's current provision.

#### **9. If part or all of the campus (or other University study location) closes:**

Where we have to close part or all of the campus (or other University study location), or if it becomes unusable for student activity, we will typically consider remedies such as:

- relocating provision to an alternative suitable location. This may include hiring spaces for programme delivery (where possible) and/or installing temporary buildings on the University's campus or other locations;
- revising the timetable to allow all of the scheduled teaching to take part in the available facilities. This may include student contact sessions delivered outside of normal office hours. Where we take this approach, we will consult with you and undertake equality impact assessments to assess the effect on students with different needs, characteristics and circumstances.
- delivering programmes or parts of programmes via different delivery modes, such as Distance Learning. Where such an approach is taken, we will consider carefully whether this it is appropriate for the enrolled students who would be affected.

#### **10. If the University ceases operating (institutional failure):**

Institutional failure would be monitored in accordance with all higher education regulatory body requirements and any likelihood of this identified and carefully managed through the University's risk management procedures. Where we have no option other than to cease operating, we would consider measures to protect your student experience, such as those below:

- where possible, closing in a gradual way, over a period that would allow you to complete your studies at the University;
- where the above is not possible, in supporting you to transfer to an appropriate programme at another provider and, where appropriate, by compensating you

where, because of disruption to your studies, you suffer demonstrable, material financial loss;

- merging with another institution to maintain all or part of the University’s current provision.

In the event that under any of the above scenarios under Part A, or where you are a student studying directly at the University and for any other reason caused by our omission or default, you are unable reasonably to continue your studies then our Refund and Compensation Policy will apply. For the avoidance of doubt, you are not able to obtain redress under both this Plan and our Refund and Compensation Policy (“Policy”); in some instances you might be given a choice between accepting redress under either this Plan or the Refund and Compensation Policy in which case you will be able to opt to accept redress under only one of this Plan or the Policy but not both.

The likelihood of any of these events happening is constantly monitored by the University as part of its approach to risk management. The table set out below indicates our assessment of the likelihood of any of the significant changes listed above happening in the forthcoming academic year based on the information available in July 2018.

<b>Event requiring student protection</b>	<b>Likelihood of event happening in academic year 2018-19</b>  <b>(Minimal; Very Low; Low; Medium; Likely; Very Likely)</b>	<b>Outline of reasons for risk assessment</b>
Disruption of University programme delivery	Likely	Disruption can take place for a number of reasons such as industrial action (see below), staffing changes (see below), and loss of the use of particular facilities or location. We regard some disruption through industrial action or staffing changes as likely or very likely. In respect of other causes of disruption there is a very low risk of these taking place.
Industrial action	Likely	There is no nationally agreed pay settlement for academic staff.
The unanticipated departure of key members of University staff	Very likely	Given the size and scale of the University it is likely that there will be staff changes as a result of retirement, resignation or voluntary severance. The University always plans to minimise the impact of such changes on students (see below)

The cessation of programme delivery, likely cessation, or change of delivery mode	Medium (Very Low risk of programme closure directly impacting current students on the programme)	With over 300 programmes of study each year the University will take decisions to close or suspend programmes particularly if the student numbers are low. However as noted the likelihood of this being managed in a way which impacts current students or prevents them from completing their expected degree is very low.
Major changes in year to programme content	Medium	Changing programme content to ensure it is appropriate and up to date is a regular and normal University activity. The University is seeking to rationalise the large number of undergraduate optional modules which will lead to some programme changes – most of which will be minor or phased in over time.
Suspension and/or revocation of the University's Tier 4 Sponsor Licence	Minimal	The University meets compliance criteria for Tier 4 and has robust mechanisms to continue to do so.
Changes to regulatory framework affecting a specific programme and loss of accreditation from professional, statutory or regulatory bodies	Very low	The University has a large number of professionally accredited programmes (e.g. medicine, law, engineering, architecture). Professional, statutory and regulatory bodies undertake regular reviews/renewals of accreditation. The University has a very strong track record of maintaining course accreditation.
A decision to close the University (institutional failure) or a campus or site for delivery of University programmes being taken	Minimal	The University has a robust financial position and plan and strong arrangements for accountability and governance. Its finances and governance is subject to regular oversight by the Office for Students (formerly HEFCE). There are no plans to close any of the University's campuses or sites of delivery.
Loss or restriction of degree awarding powers	Minimal	The University is a well-established higher education institution and is subject to annual quality assurance by the Office for Students (formerly HEFCE). In its last Annual Provider Review (2017), the University achieved the maximum rating of "Meets requirements".

## **Part B If you are studying on a University programme at one of our partner institutions in the UK**

It is important to note that whilst the University will plan for a wide range of scenarios many of these are unlikely to happen in respect of University programmes at our partner institutions. The University undertakes risk assessments on each of its partners and regularly reviews them. There are processes to escalate risks through the University's governance structures to ensure that interventions to mitigate them takes place. The University assesses the risk of the occurrence of the material changes listed above to be low to medium because of a mix of its financial stability and business planning. The University assesses the risk to students of partner institutions is slightly higher than for its own directly taught students because of the inherent risks in a student being taught by a partner over which the University only has limited control. The following section details the likely steps that would be taken in the unlikely event that any of these significant material changes occurs

### *UK Partner institution*

Where the University is the awarding institution and the delivery of a programme of study is undertaken by a UK Partner institution the processes as detailed in the sections below will apply.

Where the University works in collaboration with a partner institution to deliver University programmes, the responsibilities of the partner institution and the University are covered by a legally binding Academic Cooperation Agreement. This agreement reflects what needs to happen to preserve the experience of current students and those in receipt of an offer if the partnership is terminated or the partner ceases to operate in whole or in part for any reason.

The University's Academic Partnerships directorate monitors the academic standards and quality of student experience of its collaborative provision and regularly reviews its Partner Risk Register.

### *Partner Institutions which are registered with the Office for Students*

From 2018 where a partner institution is registered with the Office for Students ("OfS"), it will have its own student protection plan that:

- informs students of what their options to complete their programme of study will be in the event of programme closure, suspension or significant material change. The University will assist partner institutions to provide all necessary information, advice, guidance and support to facilitate students in deciding which option to follow.
- describes how academic standards and quality of the student experience must, as far as is reasonably practicable, will be maintained (and in particular, the completion of stated learning outcomes in the relevant Programme Specification will be achievable by students who are being 'taught out').

### *Validation and Franchise Programmes*

The University delivers different types of programmes in partnerships with institutions. These included 'validated' programmes, which are designed and delivered by the partner institution after approval as a University of Plymouth award. In addition, University of Plymouth awards maybe 'contracted out' or 'franchise' programmes - designed by the University and delivered to the University's exact specification by the partner institution on behalf of the University. The course of action taken may vary between those programmes that we validate compared to those that are franchised. Your programme leader at the partner institution will confirm the status of your programme of study.

*If your Programme is 'Validated' by the University of Plymouth **and** your Partner Institution is registered with OfS*

In these cases your partner institution will have its own Student Protection Plan and Refund and Compensation Policy.

Where a partner has its own student protection plan that that plan will take priority over this Plan and a student's recourse should be via the partner's student protection plan in the first instance.

In addition where a partner has its own refund and compensation policy that that policy will take priority over our Refund and Compensation Policy so that a student's recourse should be via the partner's refund and compensation policy in the first instance.

*If your Programme is a Franchise or Contracted-Out Programme **or** if your Partner Institution is not registered with OfS*

Where a partner institution is not registered with the OfS as a provider of higher education, or the programme is delivered on a franchise or contracted out basis in the UK, the principles of the University's Student Protection Plan above will apply. In these cases we will work with the partner institution and students affected to develop the most effective solution. Normally in the case of franchise or contracted out provision this will include an option to relocate your study to the University of Plymouth to complete your studies. Where this is the only or preferred solution we will not normally pay compensation (e.g. for travelling or other disruption expenses) or refund fees in respect of the period of study at the University but we will honour the fees agreed for the period of your study.

*If you are studying on a University programme at one of our partner institutions outside the UK*

Students studying for University of Plymouth awards outside of the United Kingdom are covered by the provisions of the Academic Cooperation Agreement made between the University and the Partner Institution. The University will apply the principles set out in this section where significant changes to your programme, course closure or closure of the partnership or partner institution takes place. In the event of closure of the partnership the University would offer an opportunity to study at the University of Plymouth main campus as the principle means of student protection. In these circumstances, the University would honour the student fee applicable but cannot normally assist with travel or living expenses –

although we will apply the principles in the Refund and Compensation Policy on a case by case basis – particularly taking into account the alternative in country provision (see below). The University is unable to guarantee that any student wishing to study in the UK as a result of the closure of an overseas partnership or partner institution will be able to obtain a student visa for entry to the UK. We will assist you in seeking a visa.

However, in the event of the closure of an overseas based course, partnership or partner institution the University will also seek to arrange alternative provision in the country of delivery by cooperation with other colleges or universities which may lead to a final award by another institution. If this becomes an option you will not be obliged to take this up – we will seek your consent before making any arrangements.

#### *Refund and Compensation Policy*

In the event that under any of the above scenarios under Part B above, or for any other reason caused by our (or our partner's) omission or default you are unable reasonably to continue your studies in accordance with our partner's student protection plan or this Plan then (subject to any partner refund and compensation policy) our Refund and Compensation Policy will apply.

#### *Advice and Guidance*

We appreciate the information in the Student Protection Plan is quite complex and detailed. If you have any questions about this Plan and how it may affect you please contact the University's Academic Registrar – [anna.sendall@plymouth.ac.uk](mailto:anna.sendall@plymouth.ac.uk)