

STUDENT PROTECTION PLAN

Policy and procedures for Closure, Suspension and Changes to programmes

The University is committed to helping to ensure students achieve the best possible academic outcomes from their studies. The University is also committed to providing the programmes of study as set out in its documentation. However, occasionally events may occur which mean that unforeseen changes will have to be made to modules or programmes or in exceptional circumstances programmes to be closed or suspended

These processes articulate the University's procedures in such circumstances for both applicants and students.

1. Introduction

What this Student Protection Plan is for

- 1.1. This Student Protection Plan sets out what measures we have in place to protect students and applicants in the event that a risk to the continuation of your studies should arise. The type of event or changes, which might cause such a risk, are also detailed below.

This plan has been approved by our regulator, the Office for Students (OfS), and is available to all current and potential students.

The measures contained in this plan are in addition to the protections you have under consumer protection law, and do not impinge on your consumer rights.

- 1.2. The University policy on the processes for closing or suspending a programme are detailed in a separate policy and can be found on the Intranet and University website. The procedures for closing, suspending or changing any programme of study are designed to reflect the Statement of Good Practice adopted by UUK, Guild HE, NUS in October 2015. They are also designed to meet the requirements as set out in the CMA guidance.

2. Closure and Suspension

The Student Protection Plan may be triggered for the following potential reasons:

- course, department, location or campus closure
- the discontinuation of a subject or discipline

- deregistration or suspension of registration (where suspension puts continuity of study at risk) or loss of Degree Awarding Powers
 - a provider exiting the market completely (intentionally or otherwise)
 - a provider exiting a particular section of the market, such as part time or distance learning
 - any other changes which may affect students' ability to continue their studies
- 2.2. Suspension of a programme of study is defined by a fixed timeframe in which the programme will not be delivered.
- 2.3. A Faculty may not close or suspend a programme without University approval because of the implications for the contractual relationship between current and prospective students and the University.
- 2.4 In the event of the closure of part of the University buildings, the University will:
- Use reasonable endeavours to revise the delivery timetable to allow programmes to be taught in buildings which can still be used
 - Consider the use of other temporary suitable accommodation within a reasonable distance of the University
 - Work with other higher education institutions to enable programmes to be delivered, or implement gradual closure to allow students to complete their studies

3. Why is this plan necessary?

In designing and seeking approval for this plan, we have worked with our regulator, the OfS, to ensure it addresses our specific circumstances.

Programme Changes Prior to Registration

- 3.1. The University may be required to make changes to programmes at the following times:
- between publication of the prospectus and registration after
- registration
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- This information can also be found as part of the Terms and Conditions provided to all applicants and current students.
- 3.2. Where material changes (such as a change to the structure of the programme, or the removal or addition of a number of modules) are made between the publication of the prospectus and registration, the University will draw these changes to the attention of applicants as soon as possible and advise them of their right to seek entry to another University programme for which they may be qualified or to withdraw their application and seek entry to another institution.

- 3.3. Where the applicant has already accepted an offer, they shall be furnished with all necessary information, advice and guidance by the University to help them make an informed decision on their future course of action.
- 3.4. In normal circumstances, material changes to programmes should not be made after registration, but where this is unavoidable, students and their representatives shall be consulted at the earliest opportunity on the changes and, where practicable, their views shall be taken into account.
- 3.5. If a student reasonably believes that a material change to their programme adversely affects them, they may cancel their contract with the University. In such circumstances the University will offer suitable information, advice and guidance to a student and, where possible, facilitate their transfer to another institution which offers an appropriate programme for which they are qualified.
- 3.6. Further to commencement of the programme and during the course of a student's studies, the University may make minor amendments to programmes in order to improve its quality; to meet the latest requirements of an accrediting body; or in response to student feedback. Where such minor amendments to the delivery of a programme are necessary, the University will inform students and their representatives of these changes, as appropriate, and in line with University quality assurance processes.

4. How and when Programme changes are communicated to you.

Changes to modules and any structure of the programme will be communicated to you as soon as possible and the University will not make any changes mid-year to that year of study. Any changes to be made to your following year of study (minor changes) will be communicated to you as soon as possible including the rationale for any change.

The University policy on communicating minor changes to programmes or changes made as a result of review can be found on the Intranet and website.

5. Student Protection

The potential actions that the University may undertake take into account the diversity of students and their needs, parity of course content or any unintended financial consequences.

5.1. Current students

The University will endeavour, where possible, to ensure that all current students are enabled to complete a programme to be closed (teaching out)

If it is not possible for a programme to be taught out, the University will:

- offer appropriate alternative courses within the University

- confirm when and how the alternative courses will be offered
- assist the students to transfer to other providers where appropriate, including transfer of credit and academic progress

Students will be informed of their options and the University will provide information and support to assist students in deciding which option to follow.

5.1.1. Where a programme is being closed to new entrants only, the University's proposed arrangements for students currently registered on the programme (including those whose registration is suspended but have not yet completed the programme) must comply with the following:

5.1.2. Current students should be informed of their options. The University will provide all necessary information, advice, guidance and support to facilitate students in deciding which option to follow.

5.1.3. The standard of academic provision and the student experience must, as far as is reasonably practicable, be maintained throughout their period of registration. In particular, the conditions must be maintained to enable the stated learning outcomes in the relevant Programme Specification to be achievable by students who are being 'taught out'.

5.1.4 Students on any programme to be taught out will continue to be monitored under the University's normal review processes.

5.1.5 To ensure the student experience and to support the students, the Academic Support Advisors, together with the Quality Office will monitor their experience.

5.2 Degree Apprenticeships

5.2.1 If a student undertaking a degree apprenticeship is made redundant, the University's Careers team and Apprenticeship partner will provide support to assist the student in finding alternative employment that will allow them to continue their studies

5.3. Applicants

5.3.1. In the event of a programme closure, suspension or material changes to programme content, all communications with applicants will be undertaken via Admissions.

5.3.2.. Applicants thus affected should then be informed of their options to transfer their applications to another programme within the University or to another institution.

- 5.3.3. Applicants who have been made offers, but have not yet accepted them, may however be advised that a closure or suspension request has been made. Such applicants should be advised that the offer of a place is suspended until a final decision has been made and will be withdrawn if the request is accepted. They should also be advised that they may choose another programme or institution.

6. Loss of accreditation

- 6.1 The risk of the University losing accreditation to any of its programmes is low and mitigated by its internal quality assurance procedures.

Where a programme is accredited by an external body and the loss of that accreditation does not substantially alter the value or use of the degree, the University will aim to ensure that no students currently on the programme will lose the accreditation status. All applicants to the programme will be informed of the change of accreditation status and supported in transferring their application to another university should they so wish.

Where a programme loses its accreditation with immediate effect, including all current students, the University will use their best endeavours to recover the accreditation before the end of that academic year and specifically aim to ensure that no final year students receive an unaccredited degree. Should this not be possible, the University will aid the transfer of all affected students to an appropriate degree programme at another institution.

7. Timing

- 7.1. As a result of unforeseen and unforeseeable circumstances (e.g. loss of specialist staff) it may be necessary to close or suspend a programme within a foreshortened timescale. In such circumstances, the student interest is paramount and full consultation should be undertaken with all affected students and their nominated representatives.
- 7.2 In order to ensure full compliance with the Consumer Rights Act 2015 and related regulations, students will be given the most complete information, advice and guidance to enable them to make well-informed decisions in the event of programme closure or suspension.

8. Partner Provision

- 8.1 Where the University is the owning party (i.e. registers the students as the University's students), but the delivery is undertaken by a partner institution the processes as detailed above in sections 3, 4 and 5 will apply:
- 8.2 Where the partner institution through staff changes/resources is unable to deliver the programme at their premises, at least one full academic year's notice is normally expected and the partner is expected to bear any expenses related to supporting the students in completing their studies.

- 8.3 To ensure the student experience and to support the students, the designated Academic Link Tutor, together with the Collaborative Provision Unit will monitor their experience.
- 8.4 The University will provide all necessary information, advice, guidance and support to facilitate students in completing their studies.

9. Notification, advice and support

We will notify you of any changes which may affect your studies in a timely manner. Should the student protection plan need to be triggered, you will be notified by the Academic Registrar and we commit to contacting you as soon as possible prior to the intended dates of course change or closure.

Additional, independent, advice and support is available from Birmingham Newman Students' Union.

10. Refund Policy

The University would expect to teach out courses or facilitate transfer to another Institution. If in the view of the University this cannot be achieved, or if other circumstances exist where a refund is appropriate, a refund would then be made for the element of the Programme that had not been provided but had been paid for. The University will also repay legitimate expenses incurred by students.

The University Policy on Compensation and Refunds can be found on the University Website and intranet.

11. Closure of programmes at partner institutions that are validated by the University

- 11.1 The Partner institution with whom the students are formally registered is expected to have in place a suitable student protection plan and as part of the University requirements, this plan is required to be submitted to the University as the validating for monitoring.
- 11.2 In the event that a partner cannot deliver a planned teach out, the University and the partner will ensure delivery of the programme to current students, wherever possible by:
- Working with other educational institutions in the country to continue delivery of the programme to current students
- Or
- Working with the partner to identify other suitable locations for delivery of the programmes by partner's staff
- 11.3 Where the partner institution through staff changes/resources is unable to deliver the programme at their premises, at least one full academic year's notice is normally

expected and the partner is expected to bear any expenses related to supporting the students in completing their studies.

- 11.4 To ensure the student experience and to support the students, the designated Academic Link Tutor, together with the Collaborative Provision Unit will monitor their experience.
- 11.5 In the exceptional event of a programme closing at a validated partner, the University will make every effort to support the students concerned including providing advice and guidance and supporting a transfer request to other institutions and providing access to programmes within the University for which the students are suitably qualified.

12. Closure of Programmes at other Providers

The University will also seek to assist any students seeking a transfer into the University's programmes from another provider where a programme is being closed or suspended and will consider the academic progress and credit gained by any students seeking to transfer to the University for this reason.

13. What can I do if I have a complaint?

If students are not content with the proposed outcomes, they can raise the issue with the Office of the Independent Adjudicator, at <http://www.oiahe.org.uk/>.

Updated July 2024 to reflect name changes

BIRMINGHAM NEWMAN UNIVERSITY

Compensation and Refund Policy

1. Introduction

This policy is designed to protect the consumer rights of students. The University's priority is to ensure that students receive the educational they are entitled to under their contract with the University.

In terms of academic provision and in line with the University's Student Protection Plan, the University policy is to teach out any provision that is being closed to ensure that the students receive their expected programme of study and that an appropriate student experience is provided.

In the exceptionally rare event of the University being unable to teach out a programme or meet a particular obligation associated with the student's programme, the University will consider whether compensation or refund is an appropriate remedy for students. This policy aims to provide a clear framework so students can understand when they may be entitled to compensation or a refund of university fees or another type of legal remedy and how to make a claim.

It is important to note that financial compensation may not always be the most appropriate remedy and it is likely that most issues will be resolved by alternative means of settlement. Alternatives to financial compensation may include an apology or goodwill gesture (including those remedies suggested in the Office of the Independent Adjudicator's Good Practice publications), or an offer of alternative learning methods if the programme cannot be delivered in the way it was originally intended.

2. Definitions

A **refund** relates to the repayment of sums paid by a student to the University or an appropriate reduction in the amount of sums owed in future by the student to the University. This may include tuition fees, other programme costs, or accommodation fees.

Compensation relates to some other recognisable loss suffered by the student. This normally falls into two categories:

- a. Recompensing the student for out-of-pocket expenses they have incurred, which were paid to someone other than the University and where they cannot claim a refund from the party external to the University (see 3 below for further details);
- b. An amount to recompense for demonstrable material disadvantage to the student arising from a failure by the University to discharge its contractual duties appropriately.

Compensation may take the form of a financial payment, a discount or some other form of benefit and the University will consider remedies that satisfy a student's complaint without the need for a refund or financial compensation.

Students also have the right to seek non-financial remedies under the Consumer Rights Act 2015 (CRA) through repeat performance or an order for specific performance. This means

that if the University delivers a demonstrably substandard service, a student may be entitled to ask the University to correct this to be delivered at the required standard. This could mean repeating a part of the programme that did not meet this standard, which would be repeat performance.

If it is not possible to repeat the service, or if it cannot be done in a timely and convenient way, the student may be entitled to a price reduction.

Agreed full or partial refunds that are due to be paid back to the student should normally be provided within 14 days from the agreement that a refund is due.

3. Process

The University expects a student to have been through the University Complaints Procedure before a refund or compensation may be applied for. The only exception will be where a programme cannot be taught out and where further fees, for that portion of the programme for which students have not received tuition, will be refunded to the party which was responsible for fees payment (i.e. the Student Loan Company, or a sponsor, or an employer, or the student).

Should a problem identified potentially affect a large number of students the University may use a separate version of the complaints process to ensure efficiency and consistency.

If a student remains dissatisfied with the outcome of the compensation and refund process, they may be offered a Completion of Procedures letter.

If a student is satisfied with the proposal outcome of the compensation and refund process, this will be done in full and final settlement of all claims arising out of the same issue.

Evidence required for claims of financial compensation

- Suitable documentation confirming financial expenditure (for example: rental contract and money paid or receipt for travel permit/season ticket; child care paid in advance; non-refundable deposit);
- Information should include confirmation of the payments made not being eligible for refund by the external party;
- Details of any other legitimate expenses suffered (e.g. additional travelling costs, postage, materials including books purchased as requirements for the programme, non-refundable deposits where documentation can be provided by the student)
- In exceptional circumstances expenses yet to be paid by the student but unavoidable will also be considered.

4. Consideration of claims for compensation or refunds

The University will consider:

- Whether there have been specific undertakings given to the student for the way in which the programme is delivered;

- Whether there has been a failure to deliver against material information agreed with the student at the point of acceptance of the offer;
- Whether a period of prolonged disruption affected the ability of the University to offer learning that ensures the student has a fair and reasonable opportunity to develop appropriate levels of understanding required for the programme;
- Whether there has been a demonstrable loss to the student, in particular, has the student been able to achieve the learning outcomes for their programme;
- Whether the University has followed its own processes in delivery of the programme (quality assurance and communications to students);
- Whether the student has met their own responsibility to minimise losses;
- Whether the student has been affected in relation to:
 - Whether there has been any alternative arrangements or adjustments that were implements to mitigate against any loss:
 - Has the student taken up what was offered?
 - Was the student still disadvantaged despite the alternative - arrangements made?
 - If a complaint is made due to disruption to a student's learning experience which is beyond the student's control (e.g. industrial action) how have students been communicated with and has the communication been clear and consistent so that students were aware of any changes and how they might be affected;
 - If compensation or a refund is most appropriate as an outcome or whether an apology or a goodwill gesture be more appropriate;
 - The basis for the claim (loss of teaching time or material impact on learning outcomes and future prospects).

5. Responsibilities and duties in law, at sector level and the University

Statutory responsibilities

- ☐ The Consumer Rights Act 2015 (CRA) including CMA guidance;

- ☐ Higher Education and Research Act 2017 (HERA).

Sector Responsibilities

- ☐ Office of the Independent Adjudicator (OIAHE);

- ☐ Registrations with the Office for Students;

- ☐ QAA UK Quality Code, including advice and guidance.

Institutional Responsibilities

- ☐ University Academic Regulations;

- ☐ Terms and Conditions;

- ☐ Student Protection Plan.