

## Student Protection Plan

Provider's name: University of Central Lancashire

Provider's UKPRN:

Legal address:

Contact point for enquiries about this student protection plan:

### Student protection plan for the period 2018-19

#### 1. An assessment of the range of risks to the continuation of study for your students, how those risks may differ based on your students' needs, characteristics and circumstances, and the likelihood that those risks will crystallise

- The financial performance of the University remains strong, with a satisfactory surplus and a strengthened balance sheet and cash position as evidenced in the [University's Financial Statement for the Year ended 31st July 2017](#). The University also has robust risk management procedures and plans in place. Consequently, there is minimal risk that the University will be unable to continue to operate.
- Institutional approval of a new partner is based on evidence of both financial and academic due diligence in accordance with its [Collaborative Provision - Policy and Procedures](#). Consequently, the risk of partner institutions being unable to continue to operate is low, however, this does not preclude either the University or any of its Partner Institutions terminating their Institutional Agreement or courses early for academic or financial reasons. Should this situation arise, the provisions within the Partnership Agreements mitigates any risks to students in terms of being able to complete their course.
- Agreements relating to the delivery, establishment and quality of awards at UCLan campuses contain provision for ensuring students at those campuses are given the opportunity to complete the full duration of their course in order to have an opportunity to receive their award. This may be through the making of alternative accommodation available in order for students to be taught and for alternative arrangements for the delivery of academic courses similar to the courses and the award of certificates, degrees and diplomas similar to the awards from a third party.
- The risk of students not being able to complete their course due to course closure or material change is minimal in view of the University's adherence to the Consumer Protection regulations and the QAA UK Quality Code for HE. The University's [Course/Module Amendment Process](#) sets out the circumstances prompting amendments to courses or modules and the requirement for changes to be approved for subsequent cohorts of students and not for current students unless they are in the best interests of the students or unavoidable due to circumstances beyond the University's control. Where material changes are proposed, there must be consultation with the affected students and consent obtained from the majority (80%) of affected students.

- The risk of a loss of Professional, Statutory and Regulatory Body (PSRB) accreditation for specific courses is very low because of the level of monitoring undertaken by the University to ensure compliance with PSRB requirements.
- The risk that we will lose or UKVI sponsor licences is deemed to be low because internal and external audits concluded that the University has robust policies and procedures in place to ensure that its responsibilities as a licenced immigration sponsor are met. The University has mechanisms in place to provide cross – functional oversight and assurance to the Executive.
- There are some circumstances which are beyond the control of the University which may impact on its ability to deliver educational services. Examples include: industrial action; power failure; acts of terrorism; damage to buildings or equipment; or acts of any governmental or local authority. The risk that we are no longer able to deliver components of a course due to the departure of key members of academic staff is low in view of how courses and modules are delivered by teams of academic staff.

**2. The measures that you have put in place to mitigate those risks that you consider to be reasonably likely to crystallise**

- Upon early termination of any Institutional Agreement or termination of a Course, the University and Partner Institution shall each use reasonable endeavours and co-operate to ensure that each existing student may have the opportunity to complete the course on which he or she is enrolled. Where it is not possible for students to complete the course, the University will support students in transferring onto an alternative course either provided by the Partner Institution or provided by the University, whichever is in the best interests of the student.
- In the unlikely situation whereby the University loses its Tier 4 Licence, The University will comply with Home Office requirements in terms of providing information for its current and prospective students and working with relevant external bodies to allow students to complete their year of study or to support students to transfer to an appropriate course at an alternative provider.
- The University will make reasonable efforts to minimise disruption to educational services caused by any circumstances beyond its control (for example: industrial action; power failure or damage to buildings or equipment). Action taken by the University may include the relocation of provision to an alternative location, amendments to timetabling, rescheduling of teaching activities, using different modes of delivery or reallocation of teaching staff to deliver the course. Any resultant material changes to the course would require prior consultation with affected students. The University will also, where appropriate, implement [Academic Regulations](#) (section K) pertaining to extraordinary circumstances governing the assessment process which contains provision for the approval of special arrangements for conducting assessment and the determination of awards and progression.
- In the rare event of a course closure, existing students will be able to continue on the course on which they have enrolled until the completion of their studies. Any proposed material changes that are required to ensure a smooth closure that effect existing students will require consultation with those students and the informed consent of 80% of affected students, unless the proposed changes are beneficial to

all students or are required due to circumstances beyond the control of the University. [see: the University's [Taught Course Withdrawal Process](#)].

- In the unlikely event of the loss of Professional, Statutory and Regulatory Body accreditation for a course, the University would take all reasonable steps to ensure students could continue on the same or equivalent accredited course at another institution.
- In the case of our Medical provision around MBBS, as is required by the General Medical Council, we have in place contingency partners with whom we have a signed agreement that in the unlikely event of UCLan being unable to continue with the programme, they would provide continuity of provision for students.
- In the event of a decision to suspend recruitment to a course or cancel a course within 6 months prior to enrolment and/or after enrolment, the University fully recognises and accepts its responsibilities towards any applicants who have been made offers for admission to the course and will provide the applicants with reasonable support to transfer to another course either at UCLan or at another institution. In these circumstances, the University will contact applicants to agree appropriate transfer arrangements paying particular attention to the applicant's needs. If applicants with offers do not wish to transfer to another UCLan course or a course delivered by another institution, then UCLan will continue to run the course unless cancellation is necessary as a result of a loss of accreditation by an associated Professional Statutory or Regulatory Body. Where applicants withdraw from the course without any other study, they will receive a refund of any Tuition Fees paid.

### **3. Information about the policy you have in place to refund tuition fees and other relevant costs to your students and to provide compensation where necessary in the event that you are no longer able to preserve continuation of study**

In terms of refunds in relation to tuition fees this is included within the Tuition Fee Policy which is part of the student contract and is available to all students [https://www.uclan.ac.uk/study\\_here/assets/tuition\\_fees\\_1819.pdf](https://www.uclan.ac.uk/study_here/assets/tuition_fees_1819.pdf). If we were not able to preserve continuation of study then we would of course refund all relevant Tuition Fees that had been paid. We have never had such a situation as we always seek to preserve continuation of study and our Tuition Fee Policy in the main is written in relation to non-continuation of a course by a student rather than by ourselves. It is however our intention, working with the newly published UUK Good Practice Guidance 'Briefing: Compensation and refund policies – developing good practice' [UUK website](#) to further review our Tuition Fee Policy to include more guidance on refunds and compensation in the future.

In relation to compensation and/or other course costs decisions are made on a case by case basis because each student's personal circumstances and impact is different however in doing so we follow the principles of the Office of the Independent Adjudicator with regards to remedies and redress, including financial remedies and compensation. <http://www.oiahe.org.uk/media/121676/remedies-and-redress-april-2018.pdf>

In the event that a decision is taken to cancel or suspend recruitment to a course within 6 months prior to enrolment and/or after enrolment and an applicant with an offer consequently decides to withdraw from the course without any other study, the applicant will receive a refund of any tuition fees paid.

#### **4. Information about how you will communicate with students about your student protection plan**

- We will publicise our student protection plan to current and future students through the University's Student Portal (current students) and the external web pages (future students). It will also be included as part of the accompanying information and conditions of offer provided to potential students.
- We will ensure that staff are aware of the implications of our student protection plan when they propose course changes by making reference to the plan within the Course Developers Handbook and the Quality Assurance Manual.
- The University's Student Protection Plan will be reviewed annually through the University's Committee Structure which includes student representation.
- The policy and procedures within the University's Academic Quality Assurance Manual related to on campus and collaborative provision sets out how students will be consulted with and informed of any material changes to their course.