

## STUDENT PROTECTION PLAN

Providers Name: University Centre Reaseheath

UKPRN: 10005404

Address: Reaseheath College, Reaseheath, Nantwich, Cheshire CW5 6DF

Contact Point for enquiries: Dean of Higher Education and Assistant Principal

### 1. Introduction

- 1.1 University Centre Reaseheath (UCR) is part of Reaseheath College, a specialist Land Based College delivering further and higher education courses and apprenticeships in related disciplines. Higher Education awards at UCR are validated by our sole partner university, the University of Chester (UoC). We have been working successfully with UoC for more than twenty years. This partnership has brought real benefits to students, including aligned quality assurance processes that provide strong assurance on the quality of our higher education as well as the security and consistency of a long term partnership, evidenced by our achievement of University Centre status.
- 1.2 All our higher education provision has now been brought within this partnership, with all our 2017-18 higher education student intake studying on UoC validated courses. Over the past couple of years this has involved a transfer of validating partner for some of our courses from Harper Adams University to UoC. This means that we currently still have some awards validated by Harper Adams University under a teach-out agreement (where the course is not open to new students, but existing students finish the course as normal). Courses will finish this year (by June 2018), with a final couple completing by June 2019.
- 1.3 UCR is committed to ensuring that students achieve the best academic outcomes from their studies. This Student Protection Plan ('this/the Plan') is intended to protect students whenever an event happens that presents a risk to their continued study at UCR.
- 1.4 A risk to the continuation of study may include events such as the closure of UCR or the withdrawal of its validating university partner, the closure of particular courses, changes to courses or temporary disruption to study.
- 1.5 In developing this Plan we have assessed the risks of these events happening and the impact on our students if they did happen. We set out below an assessment of these risks, as well as the measures that we have put in place to manage the risk of those events that may be reasonably likely to happen.
- 1.6 This Plan includes our policy on refunds of tuition fees or other relevant costs in the unlikely event that UCR is no longer able to preserve continued study for a student or group of students.
- 1.7 It is important that students are aware of the events that might impact on their study and the measures in place to protect them. This Plan sets out how we will communicate its provisions

to current and future students, as well as how we involve students in the development of the Plan and ensure that staff are aware of its implications.

- 1.8 Reaseheath College has a website at [www.reaseheath.ac.uk](http://www.reaseheath.ac.uk) that covers all our provision. We have also developed a specific UCR website, which is linked to our Reaseheath College website and provides information to HE applicants and students at [ucraseheath@ac.uk](mailto:ucraseheath@ac.uk). In this Plan we refer to both website links where further information can be found.

## 2. Risks to the continuation of study at UCR and measures in place to protect students

- 2.1 The risk that UCR is no longer able to operate or no longer intends to operate: VERY LOW

Possible causes	<ul style="list-style-type: none"> <li>• Financial failure</li> <li>• Strategic decision to withdraw from higher education</li> <li>• Quality failure resulting in removal from register.</li> </ul>
Likelihood	<p>Not reasonably likely to happen.</p> <ul style="list-style-type: none"> <li>• UCR is financially healthy with consistently strong financial performance as shown by its independently audited statutory accounts and financial performance summary, as well as the Education and Skills Agency Financial Health grading that provides a further level of external assurance.</li> <li>• Financial information covering the previous four academic years is publically available on the Reaseheath College website at <a href="https://www.reaseheath.ac.uk/about-us/college-facts/financial-results/">https://www.reaseheath.ac.uk/about-us/college-facts/financial-results/</a></li> <li>• UCR intends to continue the growth and quality development of higher education as a key part of the Reaseheath College Group strategy, shown by its achievement of University Centre status and its strategic alliance with UoC;</li> <li>• UCR's partnership with UoC has been established for more than twenty years and is supported by aligned quality assurance processes that provide strong assurance on the quality of UCR's higher education. This relationship is supported by a legal agreement and provides a high level of security for UCR students;</li> <li>• UCR has a strong and consistent record of high quality delivery, recognised in its last Quality Assurance Agency (QAA) Higher Education Review which meets and exceeds expectations and its current TEF Bronze grading. UCR aims to further enhance the quality of the student experience by moving to a TEF Silver grading within the next two years;</li> <li>• UCR currently operates from one campus and, as noted above, the risk of permanent closure is very low.</li> </ul>

Student Impact Measures in Place	No expected impact on continuation of study. No additional protection measures are required.
----------------------------------	---

2.2 The risk that UCR will have to close one or more of its courses: VERY LOW

Possible causes	<ul style="list-style-type: none"> <li>Financial viability</li> <li>Quality failure</li> <li>Loss of key staff</li> </ul>
Likelihood	<p>Not reasonably likely to happen.</p> <ul style="list-style-type: none"> <li>In addition to the strong financial management and quality assurance processes in place, UCR operates a robust programme approval process for course viability and sustainability. As part of this process, a key consideration of any new course is the ability to deliver by integrated teams and so avoid single staff member reliance. UCR has no plans for closure or foresees any current risk to the closure of its courses.</li> </ul>
Student Impact Measures in Place	<p>No expected impact on continuation of study. No additional protection measures are required.</p> <ul style="list-style-type: none"> <li>Potential future students and applicants may be impacted by the promotion of future courses. UCR follows Admissions Policy Best Practice and communicates any changes to the availability of its advertised courses in a timely way so that applicants do not lose their opportunity of access to and choice of higher education courses. Our Admissions Policy can be found on our website at <a href="https://ucreaseheath.ac.uk/about/policies/">https://ucreaseheath.ac.uk/about/policies/</a></li> </ul>

2.3 The risk that UCR will no longer be able to provide a particular mode of study: VERY LOW

Possible causes	<ul style="list-style-type: none"> <li>Withdrawal from current modes of study.</li> <li>UCR currently offers full and part time (including blended delivery models) modes of study.</li> </ul>
Likelihood	<p>Not reasonably likely to happen.</p> <ul style="list-style-type: none"> <li>UCR has no plans to withdraw any of its delivery modes.</li> </ul>
Student Impact Measures in Place	No expected impact on continuation of study. No additional protection measures are required.

2.4 The risk that UCR will no longer be able to teach a particular type of student: VERY LOW

Possible causes	<p>Reduction in current ability to cater for a wide range of students. In particular:</p> <ul style="list-style-type: none"> <li>International students;</li> <li>Students with specific learning difficulties or a disability.</li> </ul>
-----------------	--

Likelihood	<p>Not reasonably likely to happen.</p> <ul style="list-style-type: none"> <li>• UCR holds a Tier 4 licence and the small number of international students that study at UCR would be impacted if UCR no longer held a Tier 4 licence. The risk that UCR will no longer be able to deliver to international students is low because it has no plans to withdraw from this activity and it has a 100% compliance record. This highly regulated area is very carefully managed with safeguards in place to ensure compliance with the requirements of the UK Visas and Immigration department (UKVI). A partnership arrangement is in place with UoC to work collaboratively to maintain compliance;</li> <li>• UCR has a strong track record of higher education provision for students with specific learning difficulties or a disability and has no plans to withdraw from this activity. Providing support to widen access and participation is a central part of our strategy and 20% of our students access support for specific learning difficulties through our Higher Education Support Team (HEST). More information on our support for students with specific learning difficulties can be found at <a href="https://ucreaseheath.ac.uk/undergraduate-study/student-support/#support">https://ucreaseheath.ac.uk/undergraduate-study/student-support/#support</a></li> </ul>
Student Impact Measures in Place	<p>No expected impact on continuation of study. No additional protection measures are required.</p>

2.5 The risk that UCR is no longer able to deliver a material part of a course or has to make changes to part of a course:

Unable to deliver: VERY LOW

Changes: MODERATE

Possible causes	<p>Whilst the risk that UCR is unable to deliver a material part of a course is very low, occasionally we may have to make some changes to a part of a course, including for the following reasons:</p> <ul style="list-style-type: none"> <li>• To reflect latest practice such as changes required by an accrediting, commissioning or professional body;</li> <li>• As a result of changes required by our university partner;</li> <li>• In response to student feedback or other quality-related feedback to improve the quality or student experience of a course;</li> <li>• As a result of staffing changes. This is because UCR provides specialist technical education and sometimes it can be difficult to quickly replace specialist team staff if a member of that team leaves. This can occasionally lead to some delivery modifications and/or some temporary disruption;</li> <li>• As a result of a change in our university partner.</li> </ul>
Likelihood	<p>Not reasonably likely that UCR will be unable to deliver part of a course.</p>

	It is possible that occasionally changes to part of a course may be made.
Student Impact Measures in Place	<p>In most cases, changes to the delivery of part of a course will be adjustments intended to improve the delivery of the course and there will be no adverse impact on students.</p> <p>If we have to make changes that could impact negatively on students, we will take measures to protect them. Measures will include telling students as soon as possible about what has changed and updating our website, consulting students to take their views into account and taking reasonable steps to minimise any adverse effect on them during their course.</p> <p>We will always take a student's individual circumstances into account when considering how they may be affected by a change and how we can best support them to continue studying with us. These considerations will include the protected characteristics in the Equality Act 2010, as well as considerations of mobility, educational need and financial impact.</p> <p>The measures taken will depend on the nature and extent of the change and the impact on different groups of students and will be agreed following consultation with students. We will always consider whether students with specific learning difficulties or a disability will need some additional support from our Higher Education Support Team in order to successfully access any changes.</p> <p>We would usually know about a change in our university partner at least two years in advance and if this happens, there are arrangements in place for a structured transition, including a 'teach out' of current courses so that students can continue their study and gain their award, as expected.</p>

2.6 The risk that UCR students may experience some temporary disruption to their study:  
MODERATE

Possible causes	<p>Temporary disruption may be caused by a number of events, some of which are outside our control such as power failures, cyber-attack, flooding or fire causing property damage, staff illness or industrial action or strikes.</p> <p>Sometimes, planned development to improve the buildings or resources on campus can also cause some temporary disruption.</p>
Likelihood	It is possible that students may experience some temporary disruption to study.
Student Impact Measures in Place	We will communicate with affected students as soon as possible with clear information on the nature and extent of the disruption, the actions in place to remedy the situation and the options available to minimise the impact on them.

	<p>We recognise that some students may be impacted more than others depending on the type of disruption. Part-time students rely more heavily on the virtual learning environment (VLE) for example and therefore any ICT failure can have a particularly adverse effect on them. We will consult with affected students and always try to tailor the options to best meet their needs.</p> <p>The measures we take will depend on the type of disruption and the likely impact on students, including particular groups of students. These measures may include:</p> <ul style="list-style-type: none"> <li>• If the continuity of our business is at risk, we will implement our Critical Incidents Policy, which is in place in order to respond effectively and to minimise the impact on students;</li> <li>• If part or all of the campus is temporarily unusable for study, we will consider temporarily relocating provision to an alternative location, installing temporary study space on a part of the campus, revising timetables to enable delivery to take place and/or temporarily delivering by alternative modes such as distance learning. We will consider if any groups of students may be specifically disadvantaged and may need additional support, whether educational or financial, in order to access the alternative measures that we put in place;</li> <li>• If staffing on a course is temporarily unavailable due to staff illness or industrial action for example, we will inform students and will ensure that normal services, including teaching and assessment, are maintained as far as possible. These measures will depend on the nature and extent of the disruption and the impact on different groups of students and will be agreed following consultation with students. It may involve moving other appropriate current staff in to fill the requirement or by using appropriate temporary staff, or the very short term suspension or modification of course delivery or assessment with consultation with affected students to ensure that there are actions in place to ensure that course content and assessment can be appropriately covered. Measures may also include adjustments to timetables, course work deadlines and turnaround times to ensure that students are not disadvantaged;</li> <li>• If we suffer a temporary failure of our ICT infrastructure, we will inform students as soon as possible to let them know the expected extent of disruption, the actions taken to resolve the situation and the measures in place to minimise the impact on them. These measures will depend on the nature and extent of the disruption and the impact on different groups of students and will be agreed following consultation with students. Measures could include adjustments to timetables, course work deadlines and turnaround times to ensure that students are not disadvantaged by losing access to the VLE;</li> <li>• If we have planned campus development that will temporarily impact on students, we will communicate and consult with students at an early stage and plan with them ways to</li> </ul>
--	---

	<p>minimise any disruption. This could involve timing of works, temporary re-location of some classes, noise limitation and reduction measures, enhancement of resources available on the VLE and increased flexibility of opening times of our services. We will ensure that there is regular feedback during the development work, including direct contact with those in charge of the projects.</p>
--	---

### 3. Refund and Compensation Policy

3.1 This Refund and Compensation Policy applies if UCR is no longer able to offer the continuation of a course for current students who are progressing normally through that course. As set out in this Student Protection Plan, UCR's failure to offer the continuation of a course for current students is not reasonably likely to happen and therefore such a situation is not expected to arise. In the event of variations to or the temporary disruption of study, we explain the measures we have in place to protect students in sections 2.5 and 2.6 of this Plan and this Refund and Compensation Policy is not intended to apply in those circumstances.

3.2 In the very unlikely event that there were ever any situations where UCR was no longer able to offer continuation of study to current students, the measures taken would always depend on the individual situation and the practicality of different options. Measures may include one or more of the following:

- Ensuring students are aware of and understand the situation and its implications for them as soon as possible;
- Consulting with affected students collectively and individually to explore the preferred possible options to minimise the effect on students
- Offering students the opportunity to obtain information, advice and guidance on their options;
- Enabling students to transfer to other courses within UCR for which they would be suitably qualified;
- Taking reasonable steps where there are not alternatives within UCR to enable students to transfer to suitable courses in other suitable institutions;
- Reducing or refunding tuition fees or other course costs where the opportunity to transfer the benefit of study already undertaken/credit transfer for study either at UCR or elsewhere would not be available;
- Taking any other reasonable action suitable to the particular circumstances of the students and provision affected;
- Compensating students for any additional expenses such as travel or other demonstrable additional expenditure resulting from the measures put in place.

3.3 Any claim for a refund or compensation under this Refund and Compensation Policy should be made by using our Higher Education Student Complaints Policy, available on our website and via the student intranet. We also try to ensure that it is easily accessible by explaining the complaints process to students during their induction sessions at the start of the academic year, as well as providing a useful short guide to making a complaint that is readily available to students via the VLE (Moodle). The policy contains a flowchart to explain the process and a template form that the student may use to make a complaint. (<https://ucreaseheath.ac.uk/about/policies/>).

- 3.4 Where a student complaint is upheld and it is agreed that a reduction or refund of fees is due under this Refund and Compensation Policy, the HE Office will confirm agreement with the student and request the Finance Office to process the refund. Any refund of fees will be made by BACS transfer as follows:
- To the student's bank account if the student has paid their own tuition fees;
  - To the sponsor's bank account where fees have been paid by a sponsor;
  - Where a student is in receipt of a tuition fee loan from the Student Loan Company, we will amend the fee amount on the student's account and the student's loan will be adjusted accordingly;
  - Where no study has been provided, we will inform the Student Loan Company so that the loan can be cancelled and will not impact on the student's right to a tuition fee loan;
  - Where a student has an outstanding debt to UCR relating to their course (for example outstanding library or other course related fees), we will contact the student requesting that the tuition fee refund be put towards the outstanding debt, with only any excess amount being refunded;
  - Where a student has an outstanding debt relating to their accommodation or other non-course related fees, we will contact the student requesting that any accommodation or other non-course related refund be put towards the outstanding debt, with only any excess amount being refunded.
- 3.5 If a student remains dissatisfied after completing all stages of the UCR complaints process, they may ask the Office of the Independent Adjudicator for Higher Education (OIA), an independent ombudsman service, to look at the complaint. The OIA's Scheme Rules and guidelines are available on its website: [www.oiahe.org.uk](http://www.oiahe.org.uk), OIA Third Floor Kings Reach, 38-50 Kings Road, Reading RG1 3AA
- 3.6 UCR is committed to honouring student bursaries to ensure that students remain on a financial support package for the duration of the bursary equal in value to, or greater than, the package offered and accepted when they originally applied for the bursary.
- 3.7 The Reaseheath College Group has sufficient financial resources to provide for refund of tuition fees or other costs in relation to the level of risk to the continuation of study identified in this Plan.

#### **4. Consulting and communicating with students**

- 4.1 We have developed this Plan in consultation with academic student representatives who provide representation across our provision and student demographic. Student representatives have considered the assessment of risk and the protection measures in place.
- 4.2 We will publicise this Plan by publishing it on our website and our student intranet and Student Academic Representative (StAR) page on our VLE, as well as including a link to it in our offer letters. We will also include it in our student handbook and course handbook, and will tell students about it during induction activities and group tutorials in the first three weeks of them starting their study with us. If we have to implement this Plan, we will communicate and consult with students at the earliest opportunity in the ways that we have set out in this Plan. Students may make a complaint about the way in which we implement this plan by accessing our Higher Education Student Complaints Policy at: <https://ucreaseheath.ac.uk/about/policies/>



- 4.3 We will review our risk assessment and this Student Protection Plan at least annually and we will involve students in our review.
- 4.4 We will ensure that our staff are aware of the implications of this Plan by publishing it on our staff intranet and including it in our staff development/training on consumer protection law and any updates will be reiterated during our annual Learning and Teaching Conference at the start of each academic year.