

# **Student Protection Plan**

## **Introduction**

As a registered provider of higher education, the University is required by the Office for Students (OfS) to publish a Student Protection Plan. The Plan sets out what students can expect to happen should a

programmes and therefore does not require specific mitigation.

In principle, the potential risk under this heading in respect of the London Campus is higher because we lease the facilities. However, we judge the residual risk to be minimal due to the long-term nature of the lease contract as well as our effective planning and governance arrangements.

**Risk: That we are no longer able to deliver programmes to our students in one or more subject areas and/or departments or that we are no longer able to deliver material components of one or more programmes or we are unable to deliver one or more modes of study.**

As part of maintaining an up to date portfolio of programmes for which there is a viable level of student demand, we do decide to discontinue programmes on a regular basis and we also make appropriate changes to individual modules. There can be a number of reasons for this including new academic developments, the expertise of our staff, student feedback and changes in student demand. Due to our scale of operation and approach to delivery we are usually able to manage the timing of implementation of these decisions so that they do not impact on individual students (see below). We do not normally offer part-time undergraduate study and this means the length of time we need to “teach out” programmes is reduced. The circumstances in which this risk is most likely to crystallise is in respect of part-time postgraduate provision and in ensuring there are repeat/resit opportunities for undergraduates who have fallen behind their original cohort for reasons such as ill health. We also have a small number of students who are following full-time programmes on a part-time basis as a result of disability and other adjustments.

The risk that we are no longer able to deliver components of our programmes to current students or modes of study is generally low because we design our programmes and modules to be taught by integrated teams of academic staff. However, occasionally an individual module may have to be withdrawn due to specialist staff not being available at short notice for reasons beyond our control (see below). Such changes should not mean that students cannot achieve the overall learning outcomes of their programme.

**Risk: That we no longer able to recruit or teach a particular type of student, such as international students.**

The risk of no longer being able to recruit or teach particular types of students is low due to our strong position in student recruitment, albeit student demand inevitably shapes decisions about



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

#### **Refund and Compensation Policy**

Exceptionally, there may be circumstances in which it is not possible to preserve continuation of study for one or more of our students. In these circumstances, the University may decide that, in addition to other mitigating actions that it will take, it is appropriate to refund a student's fees (in full or in part) and other relevant costs, and /or to pay compensation to students. The process for setting and paying refunds and / or compensation is overseen by the Academic Registrar, with due regard given to Competition and Markets Authority guidance and the University's Terms and Conditions of Study.

Where a circumstance is known in advance (for example, the planned closure of a programme), the University will be responsible for contacting students to agree mitigating actions and these mitigating actions will aim as far as possible to ensure the impact on students is minimal and that any issues are resolved quickly and amicably by mutual agreement. The discussions will be conducted in the context of the University's contractual commitments (for example, through the Terms and Conditions of Study for applicants and current students). In such circumstances, a refund or compensation is therefore unlikely to be applicable. Should there be an unavoidable occurrence which places the University in breach of its contractual responsibilities to one or a group of students, it will consider provision of a refund or compensation or some form of goodwill gesture, as appropriate to the circumstances.

Where an individual student regards the mitigating actions and any related offer from the University to be insufficient and they wish to seek additional financial redress, they should use the formal Student Complaints Procedures, as set out in Ordinance XXXVIII.

If a refund of tuition fees which have already been paid is considered to be the appropriate outcome of a student complaint, such refunds will be provided by returning the sum concerned to the original source of the fees whether that source was:

A tuition fee loan from the Student Loans Company

The student (where they have paid their own tuition fees)

The student's financial sponsor

We will not normally change the location of programme delivery. However, should a student incur additional travel or relocation costs which are beyond the student's reasonable control as a result of a change in the location of their programme delivery, the University will consider payment of any such additional costs on provision of documentary evidence of those costs. A compensation payment may also be appropriate if the student can demonstrate they have been caused significant inconvenience.

The majority of our scholarships and bursaries for students taking taught programmes are not specific to the programme on which the student is registered. Where a student has to transfer to a related programme within the University because the University is not able to provide the student's original programme, their eligibility for scholarship or bursary support will therefore not normally be affected. However, should there be any difference, the University will ensure the student is not financially disadvantaged.

Where a student can demonstrate a financial loss, and/or there is evidence of significant distress and inconvenience as a result of a programme change in breach of the University's contractual responsibilities, the University will consider compensation payments to students in line with good practice guidance provided by the CMA and OIA. This might be applicable, for example, should there be a significant delay in delivery of the student's studies or they decide to withdraw without

achieving credit for their studies should their intended qualification aim no longer be available.

Loughborough University's financial performance and business continuity plans mean that Loughborough is able to provide refunds and compensation for those students for whom we have