

**Student
Protection Plan**



London Brookes College

Student Protection Plan

1.0 Purpose

A student protection plan is required by the Office for Students (OfS). The OfS requires that this sets out what students can expect to happen should a programme of study, campus, or institution close. The purpose of a plan is to ensure that students can continue and complete their studies or can be compensated if this is not possible. The London Brookes College (LBC) is further and higher education provider is in the process to register with the OfS and, consequently, must have a student protection plan in place.

LBC's student Protection Plan is in line with OfS requirement to provide a student protection plan for prospective and enrolled students that protects students against any material changes to their proposed or current programme of studies and that is transparent, fair and accessible following consultation and agreement with students and student representatives.

2.0 Introduction

The London Brookes College is an Independent further and higher education college in Hendon, London, England. LBC was founded in 2001 under the name of Learning Arena. It became The London Brookes College in 2008. The College offers A-level and GCSE courses

The College also offers Tuition for KS1, KS2, KS3, 11+, GCSE, AS level and A level exam preparation.

LBC is a Private Examination Centre accredited by AQA, OCR, CIE, Pearson, C& G, WJEC exam boards.

Nevertheless, there may be occasions those unforeseen and uncontrollable events may occasionally occur which mean that changes will have to be made to ensure the continuity of student studies, as also detailed in student's handbook.

Such events may be triggered by situations such as (but not limited to):

- significant material changes.
- restriction or withdrawal of validating agreement(s) by awarding bodies.
- inability to operate as intended.
- loss or restriction of licenses.
- revocation of OfS registration.
- closure or relocation of location.
- a decision not to continue running an existing course.
- major changes in the contents of a course.
- removal of necessary license(s) to run a course.
- loss of accreditation by regulator(s).
- temporary disruption(s) of any kind due to uncontrollable events.
- industrial action by staff.
- inability to maintain specific and necessary resources to run a course.

- inability to deliver specific modes of study such as full-time, part-time and other combinations.
- inability to deliver specific timings of study such as daytime, evening or weekend.
- the unanticipated departure of key members of staff.
- inability to recruit staff with the necessary skills to deliver a course.

3.0 Our commitment to applicants, current students, and future students

LBC is committed to communicating any material changes in circumstances to students as early as practicable, with clear information and alternatives. Communication on any such matters will be made to all prospective and enrolled students as soon as any material changes are known by the LBC.

Material changes include those internal to the LBC, any changes to the Programmes Specification made by the awarding organisation, matters resulting from registration with the Office for Students and any other material other external material changes will take all reasonable steps to minimise any resulting material disruption to services, delivery of all programmes. Examples of reasonable steps to minimising disruption to students affected by material changes include:

- Offering affected students, the chance to move to another similar programme of studies
- Delivering a modified version of the same programme of studies
- Aiding affected students to switch to a different provider to study the same or a similar programme.

4.0 Measures for Student Protection:

LBC is committed to supporting students to make informed decisions about what their best options are in the event of material changes to their programme of studies or wider academic situation. LBC will use all its available resources to ensure that each student has all the necessary information to evaluate changes and make the best, informed decision possible that preserves their academic and professional aspirations.

In the event of any material changes all enrolled students will be consulted directly in class and through their given e-mail addresses. Information will also be posted on the intranet. Prospective students, at any stage of the recruitment and admissions process that have been in contact with the LBC will be contacted via their given email address and/or the telephone number they have provided. If contact with either enrolled or prospective students cannot be made in this way a written letter will be sent to the address that has been provided to LBC.

LBC's Student Protection Plan will be made available to prospective and enrolled students through publication on its website. The Student Protection Plan will also be made available for all staff and students on the VLE and during the application process for prospective students and at induction for new students and returning students at the start of their year of studies. Any changes or revisions to the Student Protection Plan will also be communicated to students in this way.

4.1 Measures to be taken in specific situations:

4.1.1 Institutional closure

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The possibility of institutional failure by LBC on business grounds will be monitored through a risk management process in accordance with requirements of Higher Education regulatory bodies and any instance of this will be managed in accordance with LBC's policies, which is reviewed on annual basis, by the Academic Board which has Student Representatives as members.

If the LBC finds itself in a position where it has no option other than to close it may consider measures, including those given below, to protect the student learning experience and student interests:

where possible, closing in a phased manner, over a period that would allow current enrolled students to complete their studies ('teach out') at LBC.

In a situation where this is not possible, LBC would support students to transfer to appropriate/equivalent programmes provided by other higher education providers and (where appropriate financially) by compensating students if, because of disruption to their studies, they suffer demonstrable, material financial loss.

explore the possibility of merging with another higher education provider to maintain all or part of the current higher education provision.

4.1.2 Closure of part or all of the LBC campus

If part or all of the campus is rendered unusable for teaching and learning activities for our students, LBC would consider remedies such as:

relocating the higher education provision to an alternative location. This may, for example, include renting spaces for programme delivery (preferably close to the LBC's current premises, where possible and practicable)

rescheduling the timetabled hours to allow all the scheduled teaching to take part in the available facilities. This may include student contact sessions being held outside of usual scheduled teaching hours. Where such an approach is taken, appropriate consultation will be conducted with all students and stakeholders who may be affected, and a solution agreed.

delivering part or all of the programme through alternative means, such as distance learning. Where such an approach is taken, the LBC will consider, through consultation, whether this is appropriate for students who would be affected.

In the event of LBC having to close significant parts of its premises it is possible that it would adopt a strategy of employing a combination of the methods outlined above.

In a situation where this is not possible, LBC would support students to transfer to appropriate/equivalent programmes provided by other higher education providers and (where appropriate financially) by compensating students if, because of disruption to their studies, they suffer demonstrable, material financial loss

4.1.3 Withdrawal of Course Designation/Deregistration by the Office for Students

In the unlikely event of de-designation/withdrawal of Office for Students Registration of LBC's

programmes for 'Student Support' purposes (resulting in the withdrawal of statutory student finance for its courses) the LBC, would take all reasonable steps to minimise the resulting disruption to students by, for example:

working with relevant funding bodies to allow enrolled students to complete their year of study/programme

where the above is not possible, supporting students to transfer to appropriate and similar or the same programme offered by other higher education providers and, if appropriate, financially compensating students where they suffer demonstrable, material financial loss because of disruption to their studies

support students by providing any evidence required to facilitate the continuation of their studies with another higher education provider

explore the possibility of merging with another higher education provider to maintain all or part of the current higher education provision.

In a situation where this is not possible, LBC would support students to transfer to appropriate/equivalent programmes provided by other higher education providers and (where appropriate financially) by compensating students if, because of disruption to their studies, they suffer demonstrable, material financial loss.

4.1.4 Closure of Programme of Studies

LBC has procedures in place in the event of a decision being made by the Academic Board to close a current programme of studies. Where this is likely to have a material impact on students, the LBC will mitigate the effects by:

timely communication with all prospective and enrolled students to provide assurance that they will not be adversely affected by this decision and provide assurance that they will be able to complete their studies at LBC.

Additionally, and where possible, provision will be made to allow students to complete their studies where extenuating circumstances have been presented (Extenuating Circumstances Procedures) or an interruption of studies has been requested.

notifying prospective students at any stage of the recruitment and admission process, allowing time for them successfully to apply for the same or similar programme of study at another higher education provider. LBC will support prospective students to find a suitable alternative higher education provider offering the same or similar programme in this regard.

In a situation where this is not possible, LBC would support students to transfer to appropriate/equivalent programmes provided by other higher education providers and (where appropriate financially) by compensating students if, because of disruption to their studies, they suffer demonstrable, material financial loss.

5.0 Major in Year Changes to a Programme Studies

LBC consistently aims to deliver programmes in accordance with the Programme Specification

supplied by the awarding bodies and published on its website and VLE for the academic year in which a student commenced their programme of study.

In the unlikely event of major in-year changes to the programme studies, due to external changes made by awarding body or, for example, changes in units of studies on offer made by the LBC,

LBC will ensure that:

any changes are kept to the absolute minimum necessary to maintain the existing quality of the student learning experience

all affected students will be notified and consulted with in a timely and appropriate manner

LBC will work with its students to ensure that any revised offer is acceptable to them and preserves their interests

where necessary, the LBC will allow students the opportunity to withdraw from the programme. In such a circumstance, the college will support students, if requested, to find an alternative higher education provider offering the same or a similar programme of studies.

In a situation where this is not possible, LBC would support students to transfer to appropriate/equivalent programmes provided by other higher education providers and (where appropriate financially) by compensating students if, because of disruption to their studies, they suffer demonstrable, material financial loss.

6.0 Unanticipated Loss of Key Staff

In the event of key members of staff leaving LBC unexpectedly the college will, where possible and practicable:

seek to fill gaps in staffing as quickly as possible, by moving other current members of staff, with appropriate skills and experience, into any vacant post(s) or recruiting externally as quickly as possible, to minimise any disruption

In a situation where this is not possible, LBC would support students to transfer to appropriate/equivalent programmes provided by other higher education providers and (where appropriate financially) by compensating students if, because of disruption to their studies, they suffer demonstrable, material financial loss.

7.0 Suspension or revocation of Tier 4 Sponsor Licence

At present LBC does hold a Tier 4 Sponsor Licence. Should the college licence subsequently be suspended or withdrawn it will take all reasonable steps to minimise the resultant disruption to those services and to affected students by, for example:

working with UKVI to allow enrolled students to complete their year of study/programme;

allow students already in receipt of a Tier 4 VISA based upon an allocated CAS from the college to enrol and commence their studies.

offer students who have not commenced their travel to the UK/college the opportunity to postpone their application pending the resolution of any suspension.

In the event of a revocation of the Tier 4 Sponsor status the LBC will provide all reasonable assistance to affected students to move to an alternative sponsor.

In a situation where this is not possible, the College would support students to transfer to appropriate/equivalent programmes provided by other higher education providers and (where appropriate financially) by compensating students if, because of disruption to their studies, they suffer demonstrable, material financial loss.

8.0 Industrial Action by Staff or a Third Party

LBC will consult and negotiate with any recognised trade unions. The college is fully 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. It is also possible that LBC and its students may be unduly affected by industrial action by a third party, for instance during a prolonged transport strike. If this or other industrial action affecting students does occur, the LBC will seek to:

ensure that normal operations and services are maintained as far as possible. This may also include taking actions outlined above

take all reasonable steps to fulfil its responsibilities to students by ensuring that any disruption is minimised, and students are not, as far as practically possible, disadvantaged by any industrial action. This may involve, for example, providing learning materials on the VLE to support studies where students may have difficulties with attending teaching sessions on the college's premises.

In a situation where this is not possible, the College would support students to transfer to appropriate/equivalent programmes provided by other higher education providers and (where appropriate financially) by compensating students if, because of disruption to their studies, they suffer demonstrable, material financial loss.

9.0 Providing Support to the Wider Higher education Sector

Should the need arise, the College will work with other higher education providers to help minimise the impact on students of another provider to support the best interests of students and to protect the reputation of the English higher education sector. Support may be in the form of offering advice to another higher education provider and its students or offering to transfer students to LBC's programme of studies should there be places available and there is a close match with the programme of studies at the other higher education provider.

10.0 Tuition Fee Refund and Compensation

The refund policy is applied in a fair and proportionate way ensuring students are not disadvantaged. LBC complies with OIA and CMA guidance on this matter. LBC will return to the funding organisation (refund), or directly to the student if self-payer, or to the student sponsor, the proportional relevant student fees (if any) so that students do not suffer any financial losses. Refunds will be made to the person or organisation who has made the payment to LBC, be this the individual learner, a sponsor or the Student Loans Company.

The College may compensate:

- additional travel costs for students in an event of a change in the location of their course or will make funding available to offset this additional cost.
- compensate maintenance costs where it is not possible to preserve continuation of study.
- compensate for tuition and maintenance costs where students have to transfer to alternative courses or providers due to a closure of a programme, including payment to cover any tuition and/or maintenance costs incurred by a learner where these are of a greater value than they would have incurred had the Academy continued to deliver a course for which they were enrolled.

Fee Refund and Compensation Policy is read in conjunction with LBC's Terms and Conditions and student Admissions Policy. The details of the policy available on the website:

[Fee-refund-and-compensation-policy-1.pdf \(londonbrookescollege.co.uk\)](#)

11.0 Responding to Feedback from Students and Staff

Students wishing to provide feedback regarding LBC's management of the process of material change should provide informal feedback wherever possible so that the college can take account of and act upon any concerns. If this does not prove satisfactory to students, the LBC's Complaints Policy and Procedure can be used.

Staff wishing to provide feedback regarding the college's management of the process of material change should communicate their concerns to the principal. Wherever possible, the college will seek to ensure that all and any staff concerns are addressed to their satisfaction.

12.0 Approval, Development, Revision and Review of the Student Protection Plan

LBC's Student Protection Plan will be discussed and considered at its Academic Board meeting and Student Representative Committee. Board of Governors is responsible for approval of the Plan and any subsequent revisions because of regular review.

The Student Protection Plan will be reviewed on an annual basis, as part of the normal cycle of policy review of the LBC's Quality Assurance Manual. The Plan will also be reviewed and revised if there are any additional or new requirements from external regulators, especially the Office for Students

13.0 UK Quality Code references:

Advice and Guidance: Admissions, Recruitment and Widening Access

Advice and Guidance: Learning and teaching

Advice and Guidance: Student Engagement