

## Student protection plan for the period 2018-19

Provider's name: Bath Spa University

Provider's UKPRN: 10000571

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### 1. Introduction

The University is committed to providing for its students and helping them achieve success in their studies. This Student Protection Plan outlines an analysis of the risks which may affect students' continuation of study and the measures the University has in place to mitigate those risks. It also outlines how the University will respond (including refunds and compensation) should any of those risks materialise. It will be reviewed on an annual basis.

It should be noted that the University cannot be held liable if severe circumstances arise which are outside of its control ('force-majeure' events, such as, but not limited to, riot, war, explosion, or natural disasters). Should such events occur the University will take all reasonable steps to minimise disruption to students, but cannot guarantee that it could do so.

### 2. Risks which may affect a student's continuation of study

Potentially there are a number of risks which could affect students' continuation of study. The main ones are listed below with a statement as to their likelihood based on the University's current position and its history of dealing with such risks:

1. *The University ceases to operate* - The risk of this is very low given the University's financial performance (which was not listed as 'at higher risk' by our regulator in the last yearly analysis).
2. *The University loses its powers to award degrees* – The risk of this is considered to be very low as the University has been independently reviewed with respect to its quality and standards on several occasions during the last decade. The last review can be found [on the Quality Assurance Agency website](#).
3. *The University unexpectedly closes a campus* – In the case of unforeseen closure of a campus (e.g. on the grounds of safety or disaster) the University has a business continuity plan which would seek alternative arrangements for the delivery of affected courses and student continuity as a matter of priority. In the case of unforeseeable risks (e.g. disaster, natural or other) student continuity would be established as soon as practicable, and all affected students will be consulted as to the impact (collectively and individually) of the alternative arrangements.
4. *The University relocates courses from one location (campus or site) to another* – Like all Universities we develop our estate through time in order to provide the best possible facilities for students. Sometimes this may involve relocating the delivery of courses. Typically, estate development takes a number of years and the communication of such proposed changes will be given at the earliest possible time to affected current and prospective students.

5. *The University decides to close a course or series of courses* – From time to time the University does discontinue courses as demand for them changes or as new opportunities develop. As a default position the University does not close courses with immediate effect. The default is to close courses for future entry and to allow all existing students to finish the course of study that they are on, at the same location and with the same commitment to appropriately resource the course (including staffing), until all students have graduated subject to normal regulations. In such cases a formal discontinuation plan is drawn up to ensure a plan is in place to allow all students to complete their course, including those who might have or subsequently have appropriate mitigating circumstances affecting their continuation. Any applicants in the system affected by a decision to close the course would be notified as soon as practicable and offered an appropriate alternative course or courses.

6. *The University is unable to deliver key material components (core modules) of one or more courses* – This risk is quite low and has never occurred. The risk is low as course design ensures that core modules are, or can be, delivered by teams of staff. This applies at all levels of study.

7. *The University loses its Home Office licence to admit or continue teaching overseas students* – This risk is potentially moderate as there are elements of the licence and the law or regulation on which the licence is based which may be affected by external factors. In such a case the University would work with the Home Office, regulatory bodies, and other providers to find acceptable alternatives for students on both a collective and individual basis. The University's activities in relation to compliance with Home Office requirements are monitored both internally via a central Compliance team and externally by the University auditors and regular risk reports to senior management.

8. *Data loss/Loss of IT services* - The risk of this is increasing given the global rise in instances of cyber-attack, and has the potential to result in the loss of the students' Virtual Learning Environment, access to Library Services, Internet Connection and loss of saved work and ability to submit work online. IT Services have incident response management procedures, subject to regular review via Information Governance and Data Management boards, and the University has the options to recover data from backups to mitigate short term severity of incidents. In such circumstances the University would take all reasonable steps to ensure continuity of study.

### ***Students studying at partner institutions***

Where students are studying for a Bath Spa University award at another institution (a partner) the University and the partner have contractual arrangements to protect students in the case of the scenarios outlined above. It should be noted that where a student is registered directly with a partner (i.e. pays tuition fees directly to the partner) the partner institution's Student Protection Plan will apply and the University will work with the partner to ensure that students are informed of any changes and the effect of those changes. Where students are studying at a partner institution but pay fees directly to the University, the University Student Protection Plan shall apply. In both cases an option to continue studying at the University itself if suitable arrangements cannot be established with the partner will be considered.

### **3. Measures to mitigate against risk**

All University courses undertake an annual 'health-check' through a process known as Academic Development Reporting (ADR). This is a forward-looking process designed to predict and minimise emerging risks which may affect students at the earliest possible opportunity. All courses also undertake a Periodic Review (every five or six years) which considers the academic sustainability of the course through to the next review. In circumstances where either process

indicates that core changes may have to be made to best protect students or to improve their academic experience the University will in all cases aim to give students at least one month's notice of changes.

The most likely risk to crystallise is that the University (or one of its partners delivering a University course) makes a decision to close a course. As outlined above the default position is always to 'teach-out' students on the course with the same commitment to resource the course(s) as would normally apply. In very rare cases (e.g. if the University insisted that a partner cease to deliver a course because of a threat to the quality and standards of that course) the University would work with the affected students to arrange that they either be taught to completion by the University or suitable options of transfer to another course at the University or another provider where offered. Where transfer to another provider was an option the University would ensure that records of academic achievement to date are provided to the other provider as part of the transfer process.

The University recognises that there might be circumstances in which a single remedy to allow students to continue their studies may not be appropriate because of differing student need. In such cases the University will support individual students to find the most suitable alternative arrangement.

#### **4. Policies covering refunds, other costs, and compensation if the University cannot preserve continuation of study**

The University's policy on refunds and other liabilities (including for compensation) is contained within the [University's Terms and Conditions](#), which remains the definitive document on such matters. The following extracts from the Terms and Conditions are provided as a general guide only and do not negate other clauses within those Terms and Conditions.

The University's Terms and Conditions state that *"We will refund pro-rata fees/deposit in the case of substantial variation or discontinuation or suspension if students opt to withdraw"*. Refunds will be made to the body that paid the fees/deposits, whether they are an individual, or Student Finance England, or a third-party sponsor.

The University's Terms and Conditions also state that *"We are responsible for loss or damage that you suffer that is a foreseeable result of our breach of the Terms or our negligence"*. Such loss may include the payment of additional travel costs or other costs that are incurred by unexpected changes to the location at which the course is provided or the way in which the course is delivered (including if that involves transfer to another provider). In all cases students should begin this process by making the University aware of such circumstances in writing within 30 days of notification of the changes. In order that students are treated fairly and equitably this should be done using the University's formal [complaints process](#). This process has been agreed by the Office of the Independent Adjudicator ([the OIA](#)) and operates within their guidelines, including the opportunity for students to ask the OIA to review the University's handling and outcome of a complaint if a student is not happy with the resolution proposed by the University. In cases where a number of students are affected by the same situation, the University may accept a 'group' complaint to deal with common matters in a consistent and fair way, but this does not negate the right of any individual to also make an individual complaint regarding matters which may apply solely to them.

In considering financial remedy or compensation for loss or distress the University will follow OIA guidance and recommendations which are available [here](#). The University will also be mindful of its statutory obligations under the Consumer Rights Act (2015) and the Higher Education and Research Act (2017), as well as its conditions of Registration with the [Office for Students](#). It will

also be mindful of its duties under the Equality Act (2010) in ensuring that continuation of appropriate support (e.g. for those students declaring a disability) takes into account individual circumstances covered by that Act.

As outlined earlier in this document the anticipated risk of non-continuation of studies for students is low. For the academic year 2018-19 the University considers it has sufficient reserves to underwrite its refund and compensation obligations in the unlikely event they arise. This would include honouring student bursaries in cases where they apply.

## **5. Communicating this Plan**

This plan has been drawn up with input from the University's Students' Union. It will be published online by both the University and the Students' Union and all students and staff will be notified of where the Plan can be found. We will ensure that all staff are aware of the implications of the plan if and when they are contemplating making modifications to courses (including plans to discontinue recruitment to a course).

During the academic year 2018-19 the University will review its plan seeking input from the Students' Union and Student Representatives Committee.

Should the Student Protection Plan need to be invoked we will inform all affected students at the earliest possible opportunity and at least 30 days before any substantial changes that may affect a student's continuation. If we need to implement measures in the Student Protection Plan we will ensure that a senior representative of the University will support students both collectively and individually, and that independent advice is available through the Students' Union.

Bath Spa University  
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