

## STUDENT PROTECTION PLAN FOR THE PERIOD 2018-2021

### Risks & Mitigation

The Student Protection Plan is a document that is approved by the Office for Students (OfS) and a requirement for all Higher Education Providers. The plan sets out the measures we have in place to protect you as a student at NSCG should a risk to the continuation of your studies arise and it details how we would communicate with you regarding this.

NSCG has been providing high quality career focussed education for over 50 years; the risk that we are unable to fulfil our obligations and duties to you is very low, particularly as the College's financial performance has a demonstrable track record of being consistently strong.

These low risks can be summarised as follows:

- 1. The College as a whole is unable to operate.** RISK: Very Low.

The College has significant reserves and our ESFA financial health rating is 'Outstanding'. We are comfortably in the top 5% of FE Colleges nationally based on financial performance and reserves. We have a robust business continuity procedure that ensures the safety and welfare of all, minimises educational and administrative disruption within the College and would enable normal working to be resumed in the shortest possible time.
- 2. The College loses its designated status.** (which allows UK/EU students to apply for tuition fees and maintenance loans). RISK: Very Low

Where the College's designation is withdrawn, suspended or is not successfully renewed, and depending on the circumstances of de-designation, the College will appeal the decision/make a new application for designation with a view to the restoration of this for the coming academic year.

Where appropriate the College will also apply for "teach out designation", allowing you to continue to access student tuition and maintenance loans, including those making new loan applications, for the remainder of your studies while on your current programme at NSCG, which was designated up to that point. The College may also explore the alternate option of operating as a franchisee of another provider in order to restore student support.

It is thus anticipated that de-designation, in itself, is unlikely to have a material effect upon you if you are eligible for student loans. Other students may also be unaffected as they are not eligible for or do not wish to apply for student loans. In the event of teach out designation not being granted, the College will endeavour to transfer existing eligible students, in receipt of or seeking loans, to an approved and designated alternative provider, should they so wish.

- 3. One of the College sites needs to close.** RISK: Very Low

The risk that we will no longer deliver courses at one of our two sites is very low but if required you would be taught at the alternate neighbouring site. Due to resource, academic, student experience or health and safety grounds it may be necessary to close a site and/or move courses between sites. Unless taken on the grounds of emergency relocation due to unanticipated events, or on the grounds of a material improvement of facilities, the College undertakes not to close a site or relocate a course while teaching is underway for the academic year except in the event of exceptional circumstances where we will consult with you.

4. **The College is no longer able to offer a course to students due to reasons of financial non-viability.** RISK: Low - Moderate

The College reserves the right, in the interests of financial viability, operational necessity or to improve the quality of the learning experience, to make reasonable alterations to courses. These may include (*but not exclusively*) altering timetables, tutors or venues, providing such alterations shall not substantially affect the course content or qualification for which you have enrolled. At all times the College shall communicate such changes to you (and your employers, where relevant) as soon as such changes have been agreed but with at least seven days notice.

The College shall consider whether a course should run or not in relation to student numbers and viability; a minimum number for a viable group is 12 or if there are 24 or more confirmed enrolments consideration would be given to opening a further group. The College shall confirm any decisions relating to this as soon as possible. This will normally be by the date at which the first formal lesson is due to take place. On occasion, the College reserves the right to postpone a course, aiming for it to commence later in the year.

The College reserves the right to cancel, combine or reschedule courses and/or classes in the interests of efficiency if, in the opinion of the College, there are insufficient enrolments or attendees. In such cases, the College will make every attempt to offer suitable alternative provision.

5. **The College is no longer able to deliver material components of one or more courses.** Risk: Moderate

This relates specifically to delivery of courses in areas of particular vulnerability, such as single person dependencies for teaching. Although a moderate risk, it is currently unlikely that that we will no longer be able to deliver material components of our courses following the increased staffing resource across the merged college.

6. **A key member of staff leaves who could not be replaced.** RISK: Low

This is a low risk, however, it is possible, in certain circumstances that we will need to replace staff as a matter of urgency. A database of temporary staff is kept by the College's Director of Human Resources and updated on a regular basis (this includes recently retired staff). The services of a specialist Staffing Agency will be utilised as appropriate in order to locate new or temporary staff. Where the pursuance of temporary staff is unrealistic within the timescales of an academic year, then the College would be prepared to extend term time for students if possible, to complete all work that is necessary with the appropriate staff.

The College currently offers a small number of courses, none of which are programmes in highly specialised areas. In addition, in the worst case scenario, the risk of being unable to redirect students to an alternative site or local HE provider is low.

### **Refunds & Compensation**

The college aims to deliver a high quality higher education provision, in line with the requirements of learners, employers, awarding bodies and partner universities. The college will provide students with as much clarity as possible about the content of programmes, location of studies and timetable prior to the commencement of each academic year and will aim to minimise changes to programmes of study which result in disruption to learners during the academic year. This applies to all HE students, irrespective of the funding arrangements, including:

- Students in receipt of a tuition fee loan from the Student Loans Company.
- Students who pay their own tuition fees.
- Students whose tuition fees are paid by an employer or another sponsor.

Refunds will be made where it is necessary to close a class due to insufficient numbers or where the attendance of learners is made impossible or inappropriate by some action of the college. Should this action prove necessary, the refund will be processed as part of standard procedures, there should be no need to contact the college to request this.

In the event of a course closure, refunds will not be paid to those learners who have:

- Voluntarily left the course.
- Not attended for a period of four weeks prior to closure without previously agreeing a period of planned absence with their course tutor.

Refunds will not be made for any personalised kits or materials which are being retained by the learner or any registration fees which have been paid to another party by the college on behalf of the learner. The college will honour requests for a refund made in writing within 14 days of enrolment, where a student or their sponsor changes their mind and they withdraw from their programme of study. Fees will not be refunded where course closure is temporary or due to circumstances beyond our control, including but not exclusive to fire, flood or other force majeure, adverse weather conditions, failure of public utilities or transport systems/networks, restrictions imposed by the government, terrorist attack or threat of, epidemic or pandemic disease, temporary staff absences or changes including those due to industrial action.

## **Compensation**

Compensation will be provided when a recognisable loss is suffered by the student as a result of NSCG not meeting its obligations to the student, such as non-continuation of study.

- This normally falls into two categories, either: (a) recompensing the student for wasted out-of-pocket expenses they have incurred, which were paid to someone other than NSCG, such as travel costs, or (b) an amount to recompense for material disadvantage to the student arising from a failure of NSCG to discharge its duties appropriately. Should a disruption to or non-continuation of study be unavoidable, we will seek to provide compensation in kind by offering a suitable alternative provision. Where this is not possible we will, where appropriate to the individual circumstances:
- ensure all students on the programme receive the award that recognises the stage they have reached;
- offer advice and support to help them decide if they should transfer to a different programme or transfer to a suitable alternative institution to complete the programme which is to be terminated;
- offer to pay reasonable travel costs to cover at least one visit per student to an alternative provider where non-continuation of study at NSCG is confirmed;
- put in place a compensation plan relevant to the circumstances of the particular termination that includes provision for a refund of tuition fees and compensation in respect of additional costs reasonably incurred by students as a result of the termination, any change of programme and any relocation;
- provide any refunds due to the individual in line with the Refunds section above
- ensure that any such plans prepared will take into account relevant guidance published by the Office for Students, the Office of the Independent Adjudicator for Higher Education and Universities UK good practice.

For a refund or compensation request in response to an issue or problem with your college course the Complaints Policy can be found on the College website and should be followed. In

each case, you should explain in detail the issue/problem experienced and why you believe that you are entitled to a refund. If the issue/problem is substantiated you may receive a refund if this is deemed the appropriate resolution, subject to the authorisation of the Vice Principal: Finance & Corporate Developments. If the claim is not substantiated you can appeal referring back to the Complaints Policy.

If a refund is agreed through either course closure, within the 14 day enrolment period, or as a result of an investigation through the Complaints Policy the following refund process will apply:

- Where the original payment method was by cheque, refunds will be by cheque.
- Where the original method was by cash, refunds will be made by cheque (the college does not hold large cash sums and adheres to the money laundering regulations covering the handling of cash).
- Where the original payment was by credit/debit card, a refund will be made back to the same credit/debit card, unless the card has expired and we are unable to contact the payer for a new expiry date, in which case the refund will be by cheque.
- Where the original payment was made directly into the bank, a refund will be returned to the account from which the original payment was received.
- Where the original payment was received from the Student Loan Company, refunds will be made to the Student Loan Company. The Student Loan Company will reclaim fees as a result of the college completing a change of fee notification. The Student Loan Company will then be responsible for amending the student's repayments to reflect the reduced loan amount.
- Where fees were invoiced to and payment received from an Employer/Sponsor, refunds will be returned to the Employer/Sponsor by the same payment method.

### **Financial Implications of Refund and Compensation**

The college will incorporate provisions within its annual budget for the potential payment of tuition fee and other refunds and compensation payments to students. A combination of cash reserves and (where appropriate) insurance policies will be designated for any students where an increased risk of non-continuation of study has been identified.

### **Communication with Students**

NSCG will publish the Student Protection Plan on its website. A summary of the Student Protection Plan and a link to the document will be included in all Course Handbooks, which are updated each year and provided to students for each year of their course.

NSCG will continue to ensure that all academic and support staff involved in HE provision are aware of the implications of the consumer protection compliance in general and also the Student Protection Plan in particular through its committees (Board of Governors and the HE Strategy Group) and through the curriculum planning, course modification and closure of programmes and courses processes.

The Student Protection Plan will be reviewed on an annual basis in consultation with relevant student representative and the Students' Union for formal comment and approval. This will be approved by the Board of Governors which has student representatives as members.

In the case of changes due to circumstances beyond the College's control (e.g. illness, sudden departure or death of a key member of staff), you will be informed as soon as practically possible.

The College will keep you informed through digital channels, by formal letters and where possible, through face-to-face meetings designed to assist you with understanding the nature

and implications of such events and the Group's response to it/them. NSCG will ensure that you are either provided with, or signposted to, independent advice as appropriate to the given situation.