



# **LONDON GRADUATE SCHOOL**

## **STUDENT PROTECTION PLAN**

## **Introduction**

The student protection plans set out what students can expect to happen should a course, 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.

## **Assessment of Risk**

1. London Graduate School has assessed the range of risks to the continuation of study to our students, how those risks differ based on our students' needs, characteristics and circumstances, and likelihood that these risks will become a reality.
2. The School believes the best risk strategy is "prevention rather than cure" and so prefers sound management and governance to prevent identified risks occurring, rather than simply putting steps in place which deal with them after they have occurred.
3. The School believes the risks identified below all fall into the category of low risk.

### **Loss of recognition as an English higher education provider.**

4. The only possible changes in control of the School could occur with the rotation of the Board which governs the School . The Board though, no matter who its members are, has at all times to protect the interests of the School in order to comply with the sole aim stated within the governing documents [Articles of Association] of providing education services to its students. The Board could not give up control or transfer its business to a third party overseas which is the only way it could lose recognition as an English higher education provider. In addition, it will always have a definable student body, its own finances and governance structure. There is no risk then of the school losing its status as an English higher education provider.

### **A change in the Programme specification of a course on which a student is enrolled.**

5. The Programme Specification is the official record of all information relating to a degree awarded by the University or other awarding body. This will include, for example, the title of the award, the learning outcomes, the module numbers and content, the mode and duration of study and the types of assessments. Major reviews are normally made every five years but can be made more frequently if there is an urgent need, for example, of significant updates resulting from changes in the industry, e.g. Business or Marketing which are fast moving professions. Minor changes to the programme specification can be suggested by the School or made by the awarding body but will normally only be introduced at the start of the next academic year. All suggested changes to the programmes have to pass through a rigorous academic review process including taking into account the views of student representatives before they are approved.

### **Closure of a site.**

6. The School enjoys the benefit of delivering the majority of the top-up courses on a distance learning basis as the top-up element comprises solely of the dissertation section of the degree. However, the School does have facilities for face to face delivery, these are available when required and multiple options are accessible, so in the event that one site is unavailable several other options can be accessed at short notice.

### **Closure of a Course.**

7. The School provides courses in subject areas which are enduring mainstream subject areas and so highly unlikely to suffer from reductions in student numbers such that the courses would have to close.

### **Loss of validating body approval to deliver courses leading to awards.**

8. The School has a clearly defined legal agreement with the awarding body partner: the University of Chichester and will continue to do so with any future partners. The circumstances under which the agreements can be terminated are again clear such as the School entering into insolvency or academic malpractice. The School has very strict academic and financial controls which make the likelihood of these circumstances arising within the period of study required to complete the students' qualification very unlikely.

### **Closure of the School .**

9. The School was established with the sole aim of providing education to students as stated in its Governing documents [Articles of Association] and entrusted to an independent Board. Thus, the only acceptable reason for closing would be if it became impossible to provide this education in the event of an insolvency. The risk of insolvency though is low as the School benefits from:
  - (i)) being risk averse as there are no shareholders wanting to maximise profits in order for the School to remain open.
  - (ii) financial reserves accumulated over the 3 ½ year history of caution in funding itself from student fee income alone;
  - (iii) a guaranteed and constant source of students from the partner organisation OTHM Qualifications.

### **Measures in place to mitigate those risks.**

10. Loss of government recognition as an English higher education provider The School was converted into a not-for-profit company limited by Guarantee. With no shareholders who might want to sell the company overseas there is no possibility of the company losing its recognition as an English Higher Education provider. The Board of Governors are responsible for ensuring continuation of the School to provide education services in the UK.

### **A change in the Programme specification of the Course on which the student enrolled.**

11. The aim of both the awarding body and the School would always be to ensure all students complete the course on which they have enrolled and so: If a change is minor, such as an update to the module content to ensure the currency of the module, then the existing students will be taught the new module as in this case they will be advantaged not disadvantaged; If a mode of study were to be removed, e.g. evening classes, then students would always be taught out and so able to complete their course. If a module descriptor is changed significantly, for example in terms of assessments, the School and awarding body would aim to ensure that the original module specification will be delivered and assessed as per the original programme specification. In all cases then the interests of the student will be protected.

### **Closure of a site**

12. If there was a need to temporarily close a site operated by the School for reasons of an unexpected issue arising with regards to, for example, flooding of one building making it unusable for educational purposes, then the School courses could be transferred to a contingency site without significant disruption to students given the proximity of the sites. There are no longer term issues such as those related to a lease as the sites used are available at short notice and if one site is not available others can be accessed at short notice.

### **Closure of a Course**

13. In the unlikely event that a whole department did close, the School would ensure that all enrolled students were enabled to complete their courses under the teach-out provisions that are in place in the contract with the awarding body. Student transfers between pathways within, rather than between, subject areas within Business are much more likely, given for example in Business Studies that the pathways have been designed with common modules, which decline in number as the level of the course increases, but do make it possible for students to switch pathway relatively easily, which gives the students the option to transfer from one pathway to another. If some students preferred to move though to another provider, of which there are many in London, the School would facilitate this by: researching the available options, providing transcripts of the credits achieved together with an academic reference.

### **Loss of validating body approval to deliver courses leading to their awards.**

14. The School currently works with only one awarding body: the University of Chichester which validates the School to deliver clearly defined courses from respective portfolio of courses. At present, if this approval was withdrawn, students would no longer be eligible for the awards and so the School would need to stop delivery of these courses which would potentially have a significant impact on their students particularly if they were part way through the course. The School has an agreement that this situation will not arise before the last agreed intake of students in August 2022. The School is now taking a number of steps to provide alternative options for students. Firstly, though the awarding body would undoubtedly want to support the existing students and so would normally approve their teach-out which, in some cases, is included as a responsibility of the School in the formal partnership agreement with the awarding body. Secondly, if the teach-out is not approved, then the School would look to student transfers to another HE provider of which there are many in London and the School would facilitate this by: researching the available options, providing transcripts of the credits achieved together with an academic reference. Thirdly, the School is currently in discussions with three alternative awarding bodies in the UK with a view to providing the School with alternative internal courses that would be transferrable between Chichester and new University Partners.

### **Closure of the School**

15. In the unlikely event that the School has to close then a minimum of one years' notice will be given thereby allowing students sufficient time to decide between options of transferring to a different course or provider or completing their course with the School if allowed by the regulatory or awarding bodies. The School itself will commit to giving all students on any course the opportunity to complete the course on which they have enrolled if they choose to do so

## **Refund and Compensation Policy**

16. The Refund and Compensation policy of the School applies both to cases where;
  - a. The student has not yet started the programme for which they have applied
  - b. The student has already started the Programme

***(Refund of tuition fees will always be paid to the person or organisation that has made the tuition fee payments whether that be: the student themselves or a sponsor)***

17. Delivery of financial implications of the Refund and Compensation Policy Given the credit transfer arrangements and other student transfer arrangements in place, the maximum refund and compensation that would be payable by the School would be for a single year of study for a course which was discontinued and for which tuition fees will have been paid. The School will open a dedicated Bank account with significant funds set aside to meet the financial obligations of its refund and compensation policy if this ever became necessary.

## **Communication with students about the Student Protection Plan.**

18. The School Student Protection Plan [SPP] will be published on the School website and student portal and made available to all applicants to the School in the form of a link included in the marketing material provided to applicants and the offer letters made to prospective students. In addition, the SPP will be published on the staff portal, in the staff handbook and considered whenever plans for course or pathway closures are discussed firstly at the QA meetings and then at the Academic Board which makes the final recommendations on course changes or closures, subject to ratification by the Board of Governors.
19. The School Student Protection Plan will be reviewed annually as a fixed Agenda item at the end of Academic year. This item on the Agenda will also take into account any student complaints about the plan that have occurred over the year.
20. Major changes such as the closure of a course or site location or to a programme specification will only be made one year in advance of their implementation and each affected student will be notified directly via their email address and by hard copy letter. This action will be supported by information provided on the School website and student and staff portals. Changes resulting from School loss of approval by its awarding body partners will be notified to students within two weeks maximum of the School receiving the information by email and letter. This action will be supported by information provided on the School website and student and staff portals. The School will endeavour to ensure, by cooperation with the institutions that have made the decision, that students are offered the chance to complete as a minimum the year of their study The School will identify other providers and support those students who want to transfer to another provider by way of direct contact with the other HE provider and the supply of transcripts and references.