# Student Protection Plan 2023-24



Provider's UKPRN: 10026921

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#### Introduction

Christ the Redeemer College is validated by Birmingham Newman University. The College is committed to meeting the needs and aspirations of all our students by ensuring we provide them with the support they need to achieve the best possible academic outcomes from their studies. However, circumstances may arise which may mean that unforeseen changes have to be made to modules, pathway or programmes. This possibility and provision for such events is detailed within the college's Terms and Conditions. The College recognizes that students invest significant time and money in their higher education and are entitled to be confident that the college will treat them fairly, deliver the course chosen and have adequate contingency arrangements in place if that ceases to be possible.

This plan has been developed to make students and prospective students aware of the range of potential risks to the continuation of their study at the college, how those risks may differ based on individual students' needs, characteristics, and circumstances, and the likelihood that those risks may crystallize. It also outlines what measures the College has taken to mitigate risks and what it would do to support students to continue with their studies.

#### 1. Risk

- 1.1. In this section, we have assessed the range of risks to the continuation of study for students and how those risks may differ based on students' needs, characteristics and circumstances, and the likelihood that those risks will crystallize. The following risks we identified were considered in discussions at our Academic board meeting and in consultation with the University Link Tutor. Although the risks of continuation of the studies of our students are very low in view of the nature of our validation agreement with the university and our ownership, we however identify the possibility of the following risks: The college's approach to identifying risks and the managing such risks is detailed in our risk management policy.
- 1.2. Programme changes prior to registration may make it difficult for students to engage in their preferred choice of programme. This risk is low in view of the many programmes available to choose from which can be made known to students prior to registration and the provisions in our validation agreement. Programme changes during the period of study may make it difficult for students to continue in their preferred choice of study. This risk is low in view of the specialist nature of our programmes and provisions of our validation agreement.
- 1.3. The risk that the college, as a whole being, unable to operate is very low because our financial performance has been progressively increased over the years and our reserves are robust as evidenced in our annual financial reports, and we have business continuity

plans to deal with emergencies as they arise.

- 1.4. Staffing difficulties or the loss of key specialist staff may make it difficult for particular module or pathway to continue. This risk is low in view of our validation agreement.
- 1.5. Low student numbers on a particular programme or pathway may make it difficult to continue that programme or pathway and thereby affect those enrolled on such courses or applying to study that programme. This risk is moderate and necessary provision has been made to address this risk.
- 1.6. Changes in government or college policies and regulations in view of the dynamic nature of the education environment may affect the nature of the students' expectations. This risk is moderate and necessary provision has been made to address this risk.
- 1.7. De-designation for student support purposes may make it difficult for new students to pay their fees as some UK and EU students fund their study from the student support system. This risk is moderate and necessary provisions have been made to address this risk.
- 1.8. Validation withdrawal or non-renewal could affect programme delivery. This risk is low as provided for in our validating agreement.
- 1.9. College closure or market exit could affect the programme as a whole or part thereof. This risk is low in view of our ownership and financial stability.
- 1.10. Students with differing needs such as diverse backgrounds may be unable to complete their courses due to personal circumstances. This risk is moderate as the majority of our students are adults from diverse backgrounds.
- 1.11. The college campus delivery centers are on five yearly renewable lease. There is a risk of campus closure due to non-renewal of lease. This risk is moderate and necessary provision has been made to address this risk.

## 2. The measures that you have put in place to mitigate those risks that you consider to be reasonably likely to crystallize

The College has a risk register detailing internal and external risks. There is a traffic light system (low risk, moderate risk, high risk) used to regularly monitor these risks. Actions and procedures to mitigate risk are embedded in everyday working practices and planning processes. Any matters of concern are brought to the attention of the Trustees with recommended actions being addressed by the Academic Board in a timely fashion.

The following arrangements are in place to protect students should any of the risks crystallize:

#### 2.1. General Provision

Our validation agreement with Birmingham Newman University makes provision for them to 'teach out' students in the event of us being unable to operate for any reason. We also have a clear response strategy in place to mitigate for all other partner programmes in the institution.

#### 2.2. Programme Changes Prior to Registration

2.2.1. Where material changes (such as significant changes to the structure of the programme; the removal or addition of a number of modules; or changes to the programme pathways being offered) are made between the publication of the prospectus and student registration at the college, the College will draw applicants' attention to these changes via the website and direct information to applicants as soon as possible and advise them of their right to

seek entry to another College programme for which they may be qualified or to withdraw their application and seek entry to another institution.

- 2.2.2. Where the applicant has already accepted an offer, they shall be provided with all necessary information, advice and guidance to help them make an informed decision regarding their options regarding their proposed study at the college.
- 2.2.3. In the event of material changes to a programme, applicants who are yet to receive offer letters or have received offers but are yet to accept them will be informed of this development and of their options to transfer their applications to another programme within the college or to another institution.

#### 2.3. Programme Changes during Period of Study

- 2.3.1. In normal circumstances, material changes to programmes should not be made after registration and during the period a student is undergoing studies in the college, but where this is unavoidable, affected students and student representatives shall be consulted at the earliest opportunity on the changes and their views shall be taken into account.
- 2.3.2. Students would be aware through their representation at the Academic Board and Boards of study of any issues as they arose and any possible impact on their studies. Students will be part of the process of finding solutions to such issues. Where internal solutions do not satisfy some students, those needing or wishing to change to another course within the college or to transfer to another college would receive assistance in that transfer.
- 2.3.3. Further to commencement of the programme and during the course of a student's studies, the College may make minor amendments to programmes in order to improve the quality; to meet the requirements of a validating institution or accrediting body; to ensure the achievement of minimum teaching cohort sizes; or in response to student feedback. Where such minor amendments to the delivery of a programme are necessary, the College will consult with or inform students and student representatives of these changes, as appropriate, and in line with the College's quality assurance procedures.
- 2.3.4. Where a major change in programme or pathway is to be implemented, students currently registered on the programme (including those whose registration is suspended but have not yet completed the programme) should be informed of their options. This may include: to complete their programme of study as modified; to transfer to another programme within the College; or to transfer to another institution. The College will provide all necessary information, advice, guidance and support to facilitate students in deciding which option to choose.

#### 2.4. Staffing difficulties or loss of key specialist staff

- 2.4.1. Should the college be unable to teach any of its validated degree programmes due to internal arrangements of staffing or student numbers, students would be assisted in transferring to another of our degree programmes.
- 2.4.2. If there are staffing difficulties or low student numbers on a pathway then students will be offered a place on another pathway.
- 2.4.3. In the event of the loss of key academic staff the college will urgently recruit new staff to ensure the smooth running of the programme but if that is not possible, we will enable students to transfer smoothly to another of our validated programmes. We can also draw on the staff of Birmingham Newman University to take up any classes/courses if our staff are unable to be immediately available.

#### 2.5. Discontinuation of a Programme or Pathway

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- 2.5.1. As a result of unforeseen and unforeseeable circumstances (e.g. loss of specialist staff or low numbers of students) it may be necessary to close or suspend a programme or pathway. In such circumstances, the student interest is paramount and full consultation would be undertaken with all affected students and their nominated representatives in a timely manner and their input considered.
- 2.5.2. If we are unable to continue to deliver any of the courses and a programme or pathway is discontinued and the college is unable to provide a satisfactory solution, our validation agreement makes provision for Birmingham Newman University to provide for the continuity for our students.
- 2.5.3. In order to ensure full compliance with the Consumer Rights Act 2015 and related regulations, students would be given the fullest information, advice and guidance to enable them to make well-informed decisions in the event of programme or pathway closure, modification or suspension.

#### 2.6. Changes in government or College Policies and regulations

2.6.1. Students will be kept informed via the student representative council and membership of college committees of any changes affecting their programme.

#### 2.7. De-designation for Student Support Purposes

- 2.7.1. In the unlikely event of de-designation, students will be informed in a timely manner via the student representatives and meeting with the students. Students on the course who are eligible to be supported by Student Finance will be supported to complete their studies, other students will be offered payment plans.
- 2.7.2. Where there are students who are not satisfied with our arrangements for continuation of their programme at the college, they will be given every assistance to transfer to other colleges.
- 2.7.3. Our validating university will provide additional support and assistance to students who may require such assistance to make their learning experience to be unaffected

#### 2.8. Validation withdrawal or non-renewal.

2.8.1. In the unlikely event of non-renewal or withdrawal of validation. our validation agreement makes provision for our Validation partners to make necessary arrangements to provide continuity for our students. It also makes provision for the 'teach out' of students already enrolled on the programme.

#### 2.9. College closure or Market Exit

- 2.9.1. We consider the risk that Christ the Redeemer College would be unable to operate is very low because of our ownership structure and cash reserves policy.
- 2.9.2. The College recognises that the closure or suspension of a programme has implications for the contractual relationship between current and prospective students and the College.
- 2.9.3. A request to close the college must be made by the Academic Board through a proposal to the Trustees for approval. The Board of Trustees will make the final decision.
- 2.9.4. Should there be a college closure, our cash reserve policy will mitigate any financial risks to the students. Our refund policy makes provisions for students that may be affected by

college closure.

- 2.9.5. If the college is unable to continue to deliver any of the courses, students will be offered places on another of our courses. Where this is not possible, or a student is not satisfied with the course being offered, management will provide necessary support in helping them to transfer to another institution that they may prefer.
- 2.9.6. In the event of college closure our validation agreement with Birmingham Newman University makes provision for them to teach our students.

#### 2.10. Students with differing needs

In order to avoid students with differing needs, such as diverse backgrounds, being unable to complete their course, we will provide additional tailored support and where necessary seek support from Birmingham Newman University.

#### 2.11. Campus Closure due to non-renewal of lease.

- 2.11.1. The college has recently opened new study centres in llford and Croydon. Both centres have five-year leases. This means that the risk of non-renewal of leases does exist.
- 2.11.2. The renewal provision for the Ilford lease provides for automatic renewal unless we decide not to do so. This means the risk for non-renewal is very **low**. Similarly, the lease in Croydon provides for a two-year notice for renewal negotiation. The risk of non-renewal is also **low** as this notice period provides ample time for lease renewal negotiations or identification of an alternative nearby location.
- 2.11.3. In the unlikely event of non-renewal of the lease, the college has identified the following mitigating actions to ensure that learners are adequately protected;
  - a. To allow ample time for lease renewal negotiations, the re-negotiation process will commence 2 years before the lease expires. In the event the lease is not renewed, the college would have identified suitable premises nearby during the negotiating period to ensure minimal logistic challenges for students.
  - b. The college will make adequate arrangements to transfer all relevant teaching and learning resources and facilities to the new location to ensure minimum disruption of learning and maintain consistent quality of higher education provision.
  - c. Students will be made aware of different options available to them in line with relevant college policies including the college's fees policy regarding refund and compensation and the support available to them should they choose to transfer to another college.
  - d. The college will develop detailed contingency plans for relocating the students at the centres if relocation becomes necessary. These plans would include timelines, logistical considerations, communication strategies, and financial planning.
  - e. The college would keep our stakeholders, particularly the students, informed about the status of lease negotiations and any potential changes. This we believe will help us build trust and allows for collaborative problem-solving.
  - f. The college employs the services of experienced legal counsel to advise and assist with lease negotiations, ensuring that our interests are protected. These include professional lease negotiators who have expertise in securing favorable terms and navigating complex lease agreements.

- 3. Information about the policy you have in place to refund tuition fees and other relevant costs to your students and to provide compensation where necessary in the event that you are no longer able to preserve continuation of study.
- 3.1. The college policy is to ensure that in the circumstances of a programme closure, all current students would be taught out with full support provided to students to complete their studies with full support of our validating university who also run programmes in in the same fields of our programme they validate or awarded by our other awarding bodies. If in the view of the college this cannot be achieved, or if other circumstances exist where a refund is appropriate, a refund would then be made for the element of the Programme that had not been provided but had been paid for.
- 3.2. The college is also aware that the situation may arise where a student withdraws from college or is unable to continue with studies for whatever reason which may require a refund for fees that are already paid.
- 3.3. The college's refund and compensation policy is available to students and is published on our website and college VLE. This policy shows how refunds are calculated and awarded to students depending on the date of withdrawal. The refund will be refunded directly to the original source –whether student finance company, third party sponsor or self-sponsor.
- 3.4. Refunds are calculated on a case-by-case basis. Such calculations may include compensation for maintenance costs in certain circumstances.
- 3.5. We are able to meet the terms of our refund and compensation policy because of our cash reserves policy and structure of ownership.
- 3.6. In the unlikely event where it is not possible for the college to preserve continuation of study, students can claim approved refunds from the college insurance policy that covers this eventuality.
- 3.7. The College will also repay legitimate expenses incurred by students where applicable.

# 4. Information about how you will communicate with students about your student protection plan.

- 4.1. We will publicise our student protection plan on our website. Future students will be made aware of it when they apply and current students at the Academic Board and Student Representative Council. Academic staff will also be made aware at the Academic Board of which they are members. Administrative staff will be made aware of it at their meeting.
- 4.2. The College will also keep students informed through the College VLE, by formal letters and where possible, through face-to-face meetings designed to assist affected students with understanding the nature and implications of such events and the College's response to them. The College will ensure that affected students are either provided with, or signposted to, independent advice as appropriate to the given situation.
- 4.3. Should we need to implement the plan in the instance of course changes then we will give students at least 30 days' notice. We will inform them via the Student Representative Council and in writing of any material changes.
- 4.4. If we need to implement the measures in our plan, we will support students both individually and collectively with any necessary information and access to independent advice. For our validated provision this would involve the validating university.
- 4.5. A summary of the Student Protection Plan and a link to the document will be included in student programme handbooks, which is updated each year and provided to students for each

year of their course.

4.6. The College will ensure that all academic and administrative staff are aware of the implications of the consumer protection compliance in general and also the student protection plan (SPP) in particular through its Boards and committees, and through the curriculum planning, course modification and course closure processes.

#### 5. Approval and Review

Title: Student Protection Plan Approved with reference to: OFS Condition C3 Version: 2023.1 | Approved: August 2023. Implementation from: August 2023. Revised: June 2024 Next review: June 2025. Approving body: Academic Board for submission to Office for Students. Member of staff responsible: Rector/Head of centre

### APPENDIX

### Christ the Redeemer College Refund and Compensation Policy 2023-24



#### 1. Introduction

A student may be eligible for a refund if they have overpaid their tuition fees, or their tuition fees have been reduced. Revised fees may be applicable in the following circumstances: withdrawing from a programme, suspending studies (deferral), change in mode of study (full time to part time or vice versa), eligibility for a tuition fee discount, bursary, scholarship and/or tuition fee waiver, or the student has changed from self-funded to being funded by Student Finance England or a sponsor(e.g. employer).

#### 2. Course Fees Calculation

The course fee is calculated as a single payment which is normally the full price of the course for the academic year. The course fee will usually be due on the first day of enrolment. The course fee includes fees for registration, tuition, assessment/examination, and re-assessment. There is a non-refundable application fee payable due when the application form is submitted. There will also be an end ofgraduation fee to pay at the end of the programme for students wishing to attend thegraduation ceremony.

#### 3. Refund to Source of Funding

A refund can only be calculated once a withdrawal request is approved and communicated to the student which occurs following the completion of the necessarywithdrawal process. Fees shall be refunded to the person or organization paying the fees and not to any third party. They will be paid by the same method and to the same account as the money was originally paid to CRC. This is in order to comply with money laundering regulations, and no exceptions can be made. The refund formmust be completed to apply for a refund in all cases.

#### 4. Relevant Dates

The enrolment date is normally determined by the term start date in the offer letter. The date of withdrawal will be the date at which a completed withdrawal form is authorized by the Administration Office. It is the student's responsibility to formally notify the College of their withdrawal at the point at which they leave the course by completing the withdrawal form.

#### 5. Total Withdrawal

The College's admissions process is subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Once a student has accepted the offer of a place on a University course, they have the right to cancel acceptance by informing the University in writing within 14 calendar days after completing the registration process or 14 calendar days from the official course start date; whichever is later. Cancellation within this period will entitle the student to be refunded any deposit/fees paid. Application fees are not refundable. The College retains the right to charge a proportion of the annual course fee for cancellation after this period as indicated in the table below.

#### 6. Calculation of Refunds

Up to fourteen calendar days before the commencement of the course the fee paidwill be refunded in its entirety on request to the College by submission of the form 'Student Refund Request Form' enclosing proof of payment with supporting writtenevidence where appropriate.

The following table indicates the refunds available to students after 14 days fromenrolment:

Liability Point	Amount Charged of Total Fee	Refund if Paid in Advance
Within 14 calendar days from course start date	0%	100%
After 14 calendar days from course start date	25%	75%
Day 1 of second term	50%	50%
Day 1 of third term	100%	0%

#### 7. Temporary Withdrawal or Deferment of Studies

Students who temporarily withdraw from the College are, by definition, expected toreturn. The fee to be paid for the year in which a student temporarily withdraws willbe calculated according to the mechanism set out in the above table. Refunds will not be issued for temporary withdrawals and any resulting credit will remain on thestudent's account and be carried forward to the following year to count towards further fees charged.

#### 8. Commencement of Study after Deferral

Before returning to the course, it is the student's responsibility to make the necessary arrangements with the College Office including confirming their intended return date. The College Office will then communicate with the Finance department to ensure that the correct fee is charged for the student when returning to study

#### 9. Student Finance England (SFE) Loans

Where the student is supported through the student loan system, the College mustreceive satisfactory evidence of financial assistance from SFE towards the cost of tuition fees by loan or grant. The student will be liable for fees until the College receives evidence and no refund shall be made to the student until the College hasreceived the appropriate fee from SFE. If SFE loan applications are rejected the student will remain liable for fees.

The College will retain SFE loans as noted in section 6 above for students who are SFE funded and decide to completely withdraw. Any over payment from SFE will bereturned to SFE.

For students who are SFE funded and decide to temporarily withdraw or defer, theCollege will retain SFE loans as noted in 6 above. A temporary withdrawal or deferment assumes a student will return and will therefore be instructed by the College to return at the next available opportunity.

#### 10. Sponsored Students

The College must receive satisfactory evidence of financial assistance from sponsors. Students will be liable for fees until the College receives evidence of funding from sponsors and no refund shall be made to the student until the College has received the appropriate fee from the sponsor. Any overpayments from sponsorswill be returned to the sponsor or carried forward to subsequent study on receipt of aformal request in writing from the sponsor. Refunds will be calculated according to the mechanism set out in section 6 above. It is the student's responsibility to ensure any agreed sponsorship of tuition fees is paid within 30 days of enrolment. In the event that a student's sponsor withdraws sponsorship or does not pay within

30 days, the tuition invoice will be issued directly to the student during the period of enrolment and must be paid with 14 working days.

#### 11. Students who Pay their Own Fees

The tuition invoice will be issued directly to the student during the period of enrolmentand must be paid with 14 working days. Any overpayments will be returned to the student or carried forward to subsequent study on receipt of a formal request in writing from the student. Refunds will be calculated according to the mechanism set out in section 6 above.

#### 12. Change of Location of Course Delivery

Where a change to course delivery location becomes necessary and such was notalready communicated to students on enrolment, the college will supplement the travel costs from the college to the new location.

#### 13. Student Bursaries

Where approval is made to a student to receive a bursary to cover any part of theircourse, such commitment will be honored by the College in accordance with the terms and conditions originally stipulated.

#### 14. Non-Continuation of Study

Where for any reason it has become impossible for the college (or any of the delivery centres) to continue operating, financial assistance will be provided for the student to enable completion of the term where such an event takes place in addition to the refund policy specified in section 6 above.

#### 15. Transfer of Study

Where there is a cessation of a programme, every effort shall be made by the College to assist the student to complete his/her programme in our validating University at no extra cost to the student. The college is responsible for the arrangement to allow a transfer of studies and meet any costs to the University. Inaddition, the college will compensate students for tuition and maintenance costs where students have to transfer their course or transfer to another provider.

#### 16. Approval and Review

Title: Refund and Compensation Policy 2023-24.

Approved with reference to: QAA Quality Code.

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Next review: August 2023-24.

Approving body: Academic Board.

Member of staff responsible: Rector.