

Annex D: Template for a student protection plan

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Student protection plan for the period commencing 2024/25 until further notice

1. Introduction: What this Student Protection Plan is for

This Student Protection Plan (the "Plan") sets out the arrangements we have in place to protect the continuation of study for our students. The types of events which might cause a risk to continuation of study, and the measures we have put in place to mitigate those risks, are detailed below.

The University appreciates that the risks to continuation of study and the impact of events may be different for different students, depending on their circumstances (including those who have interrupted their study). We will remain mindful of potential differences should we need to implement the Plan.

This Plan has been approved by our Regulator, the Office for Students (OfS), and is available to all current and potential students.

The measures contained in this Plan are in addition to the protections students have under consumer protection law, and do not impinge on consumer rights.

If you are a potential or current student at one of our collaborative partner institutions, please refer to paragraphs 3a) and 3f) below.

2. Our commitments to you as a student

We commit to:

- Being open and transparent with you, and informing you in a timely manner, should any risk to the continuation of your studies arise
- Taking reasonable steps to assess risk and put in place effective mitigation to protect the continuation of your studies if we decide to discontinue a course or discipline, close a location (building or campus) where a course is taught or close altogether (see section 3)
- Considering the impact on you before deciding to implement any substantial change which may pose a risk to the continuation of your studies, and
- Taking into consideration the needs of all our students and the impact on them of any proposed changes and protective measures.

We welcome comments on this Plan. If you have any feedback in relation to this Plan, please contact Andrew Penman, Director | Academic Registry at apenman@uca.ac.uk or 01252 722441.

3. What types of events will trigger this Student Protection Plan, and how will we mitigate them?

This section sets out:

- Our assessment of the range of risks to the continuation of your studies
- How those risks may differ based on our students' needs, characteristics and circumstances
- The likelihood that those risks will crystallise, and
- The measures we have put in place to mitigate those risks which we consider to be reasonably likely to crystallise.

Wherever possible, UCA commits to "teaching out" all students enrolled on a course at the same location. This means that even where UCA has decided to close or change the location of a course, UCA would seek to continue to provide the course at the same location until the currently enrolled students have completed their studies. If teach out in the same location is not possible, we will take steps to ensure the continuation of Learning and Teaching as set out in the relevant sections below.

Your course may be affected from time to time by events which are outside of our reasonable control, such as a global pandemic, fire or extreme weather conditions. Such events occur very rarely so we have not addressed them in this Plan. These kinds of events are addressed in the University's disaster recovery plans. Whilst our terms and conditions limit our liabilities, we would nonetheless take reasonable steps to mitigate risks to your continuity of study which might arise as a result of such events.

Set out below is our assessment of the range of risks to the continuation of study for our students and an analysis of the likelihood that those risks will crystallise. Where there is a risk to the continuity of study and a reasonable likelihood that the risk may occur (see section (e) below), the measures for your protection are indicated in *italics*.

a) UCA as a whole (or one of its collaborative partners) is no longer able to operate

The likelihood that UCA is no longer able to operate as a whole is **low** given the University's financial position.

Our financial forecasts show our liquidity to be satisfactory and the University also has a low level of borrowing.

The University has structures in place which regularly scrutinise its financial position and performance and financial risk factors.

UCA has collaborative arrangements with partners both inside and beyond the borders of the United Kingdom. These programmes are subject to the continuing approval of the relevant national jurisdiction and to the continuation of the arrangement with the relevant partner. Due to these factors, there may be a higher risk to continuation of study in the case of overseas arrangements. It may not always be possible for students on such programmes to transfer to other locations, for example, and/or there may not be an equivalent programme available within their region or country.

In such circumstances, the University will seek to allow students to complete their programme, either through 'teaching out' the programme in collaboration with the partner or, where possible, by supporting students directly from the UK through online or other remote access arrangements.

For students inside the UK, *the University will seek to implement continuation of study arrangements set out in section C below.*

b) UCA loses its power to award degrees

The likelihood that UCA will lose its power to award degrees is **low** because the University regularly reviews the quality and standards of its awards through annual monitoring and the periodic review of courses. The University provides an annual report to the Governing Body on the quality and standards of awards.

UCA's University title has been conferred by the Privy Council and its Taught and Research Degree Awarding Powers have been conferred by the OfS in accordance with the Higher Education and Research Act 2017 following extensive external quality assessment.

c) UCA stops delivering courses at one or more of its locations

The likelihood that UCA will have to close one or more of its campuses is currently **low** because the University maintains its commitment to the campuses at Farnham, Epsom and Canterbury.

However, if we decide to close a location, we will put in place the following measures:

If UCA were to close a location, we would it make clear in the exercise that we are committed to protecting student interests. We would stop advertising and recruiting to the course for future student intakes and would 'teach out' all students currently enrolled on the course up to the point of closure. After the point of closure, we would ensure support for physical relocation of students, offering first refusal on UCA managed accommodation, for example, or providing support with finding housing in the private sector. For those students unable to relocate, we would consider the possibility of support with travel or travel costs to the new location. If we consider closing a location, we will inform existing students that we will not be recruiting further students. If we close a location while you are enrolled with us and you prefer not to move location, we will, if you ask us, try to provide you with a suitable alternative course at UCA (subject to you meeting relevant conditions and paying tuition fees), or take reasonable steps to help you find an alternative course at another provider (but we cannot guarantee that you will be accepted onto a course). If you choose to leave the University, we will provide you with a credit statement and transcript showing units successfully completed up to that point.

d) UCA stops delivering a subject area

The likelihood that UCA will have to stop delivering a subject area is **low** because UCA is a specialist creative arts institution with a long and continued future commitment to the creative subjects we offer. Our broad discipline areas are all connected to the creative arts and creative industries. Our character is defined by these broad disciplines aligned to our academic School structure. We have no plans to change this character by reducing the broad discipline areas that we deliver.

None of our courses are so specialist that there is a risk that we cannot provide teaching expertise and specialist resources to deliver them.

e) UCA is not able to deliver one or more courses

Course Closure

There is a **high likelihood** that UCA may decide to re-structure or close a small number of courses in the next three years and develop new courses in response to market and industry demand. It is normal business practice to ensure that we have sufficient demand for a course to provide a high-quality student experience, and to offer a portfolio of courses that meets the needs of future students and reflects employers' needs.

If we decide to close a course, we would stop advertising and recruiting to that course for future student intakes. If we decide to suspend or withdraw a course before it has commenced, we will give offer-holders at least nine weeks' notice before the planned first day of enrolment on the course, or if this is not possible due to circumstances beyond our reasonable control, we will do so as soon as reasonably possible. We will work with offer-holders to find them a suitable alternative course at UCA or take reasonable steps to help them find an alternative course at another provider (but we cannot guarantee that they would be accepted onto the course). In circumstances where offer-holders do not apply for or are not accepted onto a suitable alternative course at UCA, we will refund any fees and/or costs in accordance with our Refund and Compensation Policy (Annex 1).

If we decide to close a course, we will take one or more of the following measures for currently enrolled students:

1. *Teach out: Teaching out will be our primary course of action and it will always be our first-choice measure when closing courses. Where arrangements to teach-out are put in place, we will commit to ensuring that all currently enrolled students will be able to complete their course of study. During the teach-out period, courses will remain subject to our normal quality assurance processes to ensure that students receive the same high-quality education; or*
2. *Transfer to a suitable alternative course within UCA: In the event it is not possible to teach-out currently enrolled students, we will seek to offer currently enrolled students a place on a suitable alternative course at UCA, provided that one exists, and the quality of currently enrolled students' learning experience is not affected; or*
3. *Support transfer or direct entry to another provider: In circumstances where teach-out is not possible and there is not a suitable alternative course available at UCA (or a student does not want to enrol on a suitable alternative course that is available), we will support currently enrolled students in transferring to a suitable alternative provider to complete their course, including working directly with other universities to offer students a place on a comparable course at that provider.*

Move a course to a different location

There is a **medium likelihood** that we may change the location of a course in the next three years on the basis that a change of location will provide a better experience for students (for example, the University moves a course to a different campus because this means students can learn alongside students on other courses where there are shared interests, resources and expertise.)

If we decide to change the location of a course, we will put in place the following measures:

If we decide to change the location of a course, we will try as far as possible not to change the location for enrolled students but will recruit new students to the new location. If we decide to change the location of a course whilst you are holding an offer, we will give you at least nine weeks' notice and, should you not wish to change location for whatever reason, try to provide you with a suitable alternative course at UCA (subject to you meeting relevant conditions and paying tuition fees), or take reasonable steps to help you find an alternative course at another provider (but we cannot guarantee that you will be accepted onto a

course); and in circumstances where you do not apply for or are not accepted onto an alternative course at UCA, we will refund any fees and/or costs in accordance with our Refund and Compensation Policy (Appendix 1).

Individual Students impacted by closure or change of location

There may be instances where a course is to be closed or moved to another location (i.e. campus) where standard “teach out” practice may not be a suitable option for you owing to your personal circumstances. This may, for example, be if you have taken longer to complete the course than your peers due to academic or personal circumstances.

In such circumstances, the University will take additional actions to help you complete your studies within the “teach out” timeframe:

- *Additional tutorials if you have predicted fail or marginal fail grades*
- *Additional resit opportunities within the academic year to allow failure to be redeemed in year, rather than requiring you to retake the year*
- *If you have a credit shortfall, allowing you to progress and ‘make up’ the shortfall alongside your other studies, with additional tutorials to support your progress*
- *Allowing a small amount of credit shortfall to be condoned in line with practice in the sector and within specified limits as agreed by the Academic Board.*

If you are not able to complete your course during the “teach out” timeframe, then UCA will discuss that with you at the earliest opportunity and advise the following, in order of priority:

- *Possibility of transfer to an alternative course at UCA*
- *Assistance with transfer to an alternative course at another provider, allowing you to transfer any credit gained to that point*
- *Exit, with a credit statement and transcript showing units successfully completed up to that point.*

If after taking all above measures, we change the location of a course during your continued enrolment, relevant sections of c) above may apply.

f) UCA is unable to deliver a mode of study

The likelihood that UCA will be unable to deliver a mode of study on a UCA campus is **low** because all UCA undergraduate courses are delivered in full-time mode; any part-time delivery (for example at postgraduate level or where a student has reduced intensity of study following failure or interruption to studies) is delivered alongside the full-time delivery so that it remains feasible to continue to offer part-time mode and provide continuation of study for enrolled students.

In circumstances where students at partner institutions are learning in modes other than full-time and that mode can no longer be delivered, we would stop advertising and recruiting to the course for future student intakes and inform existing students that we will not be delivering in their chosen mode. In that case we will, if you ask us, try to provide you with a suitable alternative course at UCA (subject to you meeting relevant conditions and paying tuition fees), or take reasonable steps to help you find an alternative course at another provider (but we cannot guarantee that you will be accepted onto a course). If you choose to leave the University or collaborative partner, we will provide you with a credit statement and transcript showing units successfully completed up to that point.

There remains the risk that UCA may not be able to deliver an on-campus student experience due to the re-emergence of COVID or other pandemic. *In such circumstances the University would revert to its pandemic delivery model and mitigation actions, including comprehensive online delivery, amended assessment frameworks and social distancing regulations in respect of government and other statutory guidance.*

g) UCA cannot deliver to international students because it loses its Student Visa Sponsorship License

The likelihood of UCA losing its Student visa sponsor licence that allows us to recruit students from outside the UK is **low** because robust procedures are in place to ensure that we monitor and adhere to all UKVI compliance measures. The risks associated with Student visa sponsorship license are regularly monitored through the University’s risk management framework.

4. Information about our policy on refunding tuition fees and other relevant costs and providing compensation where necessary in the event that we are no longer able to preserve continuation of study

UCA is committed to 'teaching out' all students enrolled on a course that the University has decided to close or relocate and thereby to protecting students' continuation of study. In the event that a situation arise in which it is appropriate for the University to consider making a refund of tuition fees or other relevant costs or providing compensation where necessary, it will have regard to the terms of our Student Protection Plan Refund and Compensation Policy [Appendix 1]. Any claims for refunds and compensation as a result of events triggered by this Plan, are eligible for consideration by the University's insurers and may form part of an overall settlement. This would be reviewed individually, on a claim-by-claim basis.

5. How this Student Protection Plan is shared and how we communicate with students about the Plan

How we share our Student Protection Plan

We will publicise our Student Protection Plan to current and future students by uploading it alongside the Terms and Conditions and Conditions for that year of entry on our Regulations, Policies and Procedures Web Page. Our Terms and Conditions will reference the Student Protection Plan. The Plan will be made available to all those to whom we make offers along with our Terms and Conditions.

We will ensure that staff are aware of the implications of our Student Protection Plan when they propose course changes by referencing the Student Protection Plan in our quality assurance procedures and through the student consultation and consent forms within those processes.

We will also make our Student Protection Plan available to staff through:

- The University website and staff intranet
- Staff induction information
- OfS/CMA related briefings and training

How we will communicate with affected students should the measures in Student Protection Plan need to be implemented

Should the measures in the Student Protection Plan need to be implemented, affected students will be notified individually and collectively by their Programme Director in the first instance; or by the Head of Admissions if applicants who have accepted offers are affected.

Advice and support if you are affected

If you are an enrolled students and you are affected, your Programme Director will offer advice and support in the first instance. If you are an applicant holding an offer the Head of Admissions will offer advice.

Other support and advice is available to you through your School, Campus Registry and Gateway Services.

Additional, independent advice and support is available to you from the Students' Union.

What you may do if you are unhappy with the measures we take under our Student Protection Plan

If you are an enrolled student and are unhappy with the measures we take under our Student Protection Plan, you may complain to the University through UCA's [Student Complaints Policy](#). If you are an applicant who has accepted an offer and you are unhappy, you may complain using the [Applicant Complaints Policy](#).

How we will review our plan

The Student Protection Plan will be reviewed annually by the University's Risk Management Review Group to check that the risk levels have not changed and to plan mitigation in the event of any escalated risk. The Students' Union will be consulted on any proposals to change the Plan before any variation to it is considered for approval by the Academic Board and the Board of Governors (both of which include Students' Union representation).

APPENDIX 1

UCA Student Protection Plan: Refund and Compensation Policy for Students studying on a UCA campus

1.1.1 This Refund and Compensation Policy applies only in cases where the University for the Creative Arts has implemented its Student Protection Plan for students studying on a UCA campus. Whilst UCA has sought to provide a comprehensive overview of the circumstances in which it would provide a refund or compensation, it acknowledges that it will be necessary to consider each student's circumstances on a case-by-case basis, subject also to compliance with its contract with each student and to the wider consumer law regime applied in England and Wales. As a consequence, it may be appropriate for UCA to adopt a different approach to refunds and compensation in particular matters.

1.1.2 The procedure for all other requests for a refund of fees or other costs is set out in the *Fee, Refund & Debtor Policy*.

1.1.3 UCA's *Student Protection Plan* (SPP) sets out the arrangements that UCA has in place to protect the continuation of study for our students in the event that certain risks arise.

1.1.4 Any refund will be returned in sterling to the account from which the payment was made using the original payment method; students are responsible for any charges levied by their own bank. Statements or other documentary evidence to verify original payment method details may be requested before any refund is made.

1.1.5 The University does not pay interest on any fees or other amounts returned to students, unless otherwise agreed in writing by the University.

1.1.6 All claims for a refund or compensation payment under this Policy must be supported by written evidence (receipts, for example) and/or confirmation of financial support from the relevant education-funding agency, where applicable.

2. 1 Refunds: Tuition Fees

2.1. 1 The University's approach to the refund of tuition fees and other costs, for example study trips, in circumstances under which the University is no longer able to protect continuation of study for some or all students are set out below.

2.1.2 In the event that an individual student or group of students is unable to pursue an opportunity to continue their studies under a 'teach out' arrangement provided by the University, or by transferring to another provider, tuition fees and other costs may be refunded, as follows.

2.2 Tuition Fee Refunds if a course is closed and a student is unable to transfer to an alternative course at UCA or at another provider

2.2.1 In the event that the University is unable to offer continuation of study mid-year, and a student is unable to transfer to another provider, tuition fees paid for that academic year will be refunded as follows:

- i. Students in receipt of a tuition fee loan from the Student Loans Company (SLC): refunds will be paid directly to the SLC;
- ii. Students who paid their own tuition fees: directly to the student; and,
- iii. Students whose tuition fees were paid by a sponsor: refunds will either be made directly to the sponsor (for example, if UCA has a contract with the sponsor) or to the student, but this will depend on

the contractual way that the parties have made the original payment and UCA will assess the correct recipient of the refund at the time.

2.2.2 Where closure is effective at the end of a given academic year, no refund will be made to students who are reasonably able to continue their study at UCA on an alternative course or elsewhere with another provider without having to incur additional study time or additional costs to meet the requirements of the new course, or to students who have exhausted assessment attempts for that academic year and are therefore no longer be eligible to remain on course in any event.

2.2.3 In the case of an individual student whose personal circumstances are such that they cannot reasonably transfer to an alternative course either at UCA or elsewhere to continue their studies, the Director of Academic Services has discretion to refund tuition fees for the academic year in which the student is subject to the implementation of the University's Student Protection Plan (see Student Protection Plan: Section E for the ways in which we will support students to complete their studies).

2.3 Refunds: Other Relevant Costs

2.3.1 In the event that a student has incurred wasted mandatory course-related costs (such as paying for a trip or materials which cannot be used) as a result of action taken which is covered by the Student Protection Plan we will refund those costs in full.

2.3.2 We will not refund the costs of trips where the student has made, or could make, a successful claim through an existing travel insurance policy. UCA may, however, contribute to any excess fees paid by the student if it is deemed appropriate to do so.

NB: The provisions relating to refunds set out in this section will be considered by the University alongside any claim for compensation made as described in section 2.4 below, and students may be entitled to different levels of refund (and/or other remedies) depending on the relevant circumstances.

2.4 Compensation

2.4.1 Where a student can evidence financial disadvantage, over and above the cost of tuition fees or other mandatory course-related costs, as a foreseeable result of a risk crystallising under the Student Protection Plan which results in UCA being in breach of its contract with the student, (which financial disadvantage may, by way of illustration only, include advance payments by the student for accommodation or travel that cannot then be used) the University will refund reasonable costs up to the full cost, depending on the relevant circumstances, as further described in section 2.4.3 below.

2.4.2 In the event that a risk crystallises under the Student Protection Plan which results in the University failing to comply with its obligations under its student contract / accommodation contract, it will be responsible for any loss or damage a student suffers that could be foreseen as a result of the University's breach of the contract, but the University will not be responsible for any loss or damage that could not have been foreseen. Loss or damage can be foreseeable if it is an obvious consequence of the University's breach or if they were considered by the student and the University at the time the contract was entered into.

2.4.3 In considering whether it is appropriate to provide financial redress to a student to compensate them for loss they have incurred which could be foreseen as a result of non-compliance by the University with its obligations in the circumstances described above, the University will consider, on a case-by-case basis:

- the particular circumstances of the matter;
- the nature and reasonableness of the loss which the student has incurred (for example, as relevant, additional costs such as reasonable travel costs or reasonable costs associated with the student's transfer to another programme of study or provider or in connection with a bursary); and
- the context in which the loss arises.

2.4.4 Where a student believes they have a case for financial redress under the University's SPP, such requests for redress should be submitted using the University's Complaints Procedure, stating that redress is sought under the Student Protection Plan. Students will be required to submit written evidence in support of all financial redress requests.

3.1 Compensation: Costs of transfer to an alternative higher education provider

3.1.1 Where a student has to transfer to an alternative higher education provider as a result of the University's inability to preserve continuation of study, we will compensate the student for the reasonable costs of travelling to an interview or other necessary recruitment event and may pay other reasonable costs as may be appropriate in the circumstances.

3.1.2 If a student secures a place at an alternative provider but that provider requires the student to pay additional fees or charges for the student to transfer to them part way through the academic year in the which the SPP is implemented, the University will compensate the student for the cost of any reasonable additional mandatory fees or charges they pay.

4.1 Students in receipt of a bursary

4.1.1 In the event that the University cannot provide them with continuity of study, any student in receipt of a bursary for the academic year in which the SPP is implemented will not be required to repay any amount already paid to them.

4.1.2 In such circumstances, if a student in receipt of a bursary transfers to an alternative provider which does not grant them a bursary, the University may compensate them for the loss of the remainder of any bursary yet to be paid to them by UCA.

5.1 Other circumstances

5.1.1 The Director of Academic Services will consider individual instances of student financial disadvantage outside of those categories set out above on a case-by-case basis.