

LCCA and UCA Changes Policy

LCCA Governance

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Section 1: Purpose

- 1.1 The purpose of this Changes Policy (the “**Policy**”) is to set out the circumstances in which London College of Contemporary Arts Ltd (“**LCCA**”) and University for the Creative Arts (“**UCA**” or the “**University**”) may make changes to the Course, qualifications to be awarded, modes of study, teaching location and facilities, Course fees (and other charges) and types of students recruited or taught (a “**Change**” and “**Changes**” shall be construed accordingly) and how LCCA and UCA would manage each situation fairly to students.
- 1.2 This Policy should be read in conjunction with (i) the Terms and Conditions: Subcontracted Courses which sets out what constitutes your contract with LCCA and UCA and (ii) Fees, Refund, Compensation and Debtor Policy which sets out the circumstances in which you may be entitled to a refund and/or compensation for a Change set out in this Policy – both of which can be found on the LCCA website.
- 1.3 This Policy has the goal to treat students as equal contractual partners, be clear, unambiguous, and respect the balance between each other’s rights and obligations. It is an expression of LCCA’s and UCA’s good faith and fairness.

Section 2: Scope and Application

- 2.1 This Policy applies to all students enrolled with LCCA and UCA, or who have accepted an offer from LCCA, in each case for a degree course delivered by LCCA on UCA’s behalf as a subcontracted delivery partner. LCCA is responsible for the design, delivery, and day-to-day management of your Course. UCA is strictly responsible for the academic quality assurance of your Course and for awarding your final qualification. Further details of the roles and responsibilities of LCCA and UCA are set out in Appendix B to the Terms and Conditions: Subcontracted Courses.
- 2.2 If We invoke Our right to make Changes in accordance with this Policy, We shall take all reasonable steps to minimise any disruption to your studies.
- 2.3 If you have any queries regarding any Minor Changes and/or Major Changes to your Course, please contact Student Support via email at studentsupport@lcca.ac.uk who can discuss these with you.

Section 3: Definitions

- 3.1 In this Policy, the following words shall have the following meanings:
- (a) “**Course**” means the course described in the Offer Pack;
 - (b) “**Course Information**” means the description of the Course set out on Our website as at the date you accept your Offer and the Course information sheet provided with your Offer Pack (if applicable).
 - (c) “**Force Majeure Event**” means an event outside Our reasonable control. Such events may include: industrial action which it is not within the capacity of LCCA or UCA to resolve; severe weather, fire, civil commotion, riot, cyber attack, default by third party suppliers or subcontractors, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease or failure of public utilities or transport systems/networks.

- (d) **“Major Change(s)”** means any major Change to your Course as against the commitments made in your Offer Pack and/or Course Information and as reasonably determined by Us. For example, additions and/or withdrawals of certain core/compulsory modules on your Course, significant Changes to the availability, timing, nature, scope and/or delivery of academic and/or pastoral support services, including moving delivery in part or in whole online, or a Change to the qualification awarded;
- (e) **“Minor Change(s)”** means any minor Change to your Course as against the commitments made in your Offer Pack and/or Course Information and as reasonably determined by Us. For example, Changes to Our optional modules, Changes to module titles, minor variations to module content, Changes to the timetable for delivery of your Course that are necessary to reflect staffing or room availability, Changes to reading lists to ensure the Course remains as up-to-date as possible, or Changes to the location of your Course teaching facilities, provided these are within the same campus and/or provided they are of equivalent quality as those advertised;
- (f) **“Offer Pack”** means the offer pack provided to you if your application is successful, containing an offer of admission to your selected Course, any conditions that attach to such offer including the acceptance of offer form and conditions of acceptance, and a copy of the Terms and conditions: Subcontracted Courses and the Course Information; and
- (g) **“Us” or “We” or “Our”** means UCA and LCCA together.

Section 4: Types of Changes

- 4.1** Once you have accepted your Offer with LCCA, We will use all reasonable efforts to deliver your Course as set out in Our contract with you. However, circumstances may arise where We are required to make Changes to your Course, the qualification awarded, the mode of study, teaching location and facilities, Course fees and other related fees or charges, or the types of student to be recruited or taught. Examples of these Changes include (but are not limited to):

4.2 Course

We may:

- 4.2.1** Change material components or contents of a Course;
- 4.2.2** Change one or more subject areas or modules offered; or
- 4.2.3** close a Course;

4.3 Qualifications to be awarded

We may make Changes to the type of award or awarding body/accrediting body of your Course where:

- 4.3.1** the UCA and LCCA partnership agreement terminates such that UCA will no longer be the awarding body for your Course; or
- 4.3.2** the Office for Students has varied or revoked UCA's degree awarding powers (DAPs);

4.4 Mode of study

- 4.4.1 We may make Changes to the schedule and structure of the Course including full-time, part-time, online and hybrid provision, and make Changes to address the needs of specific student groups, including accessibility needs;

4.5 Teaching location and facilities

- 4.5.1 Changes may include closure of a campus, building or other facilities and making Changes to address the needs of specific student groups, including accessibility needs; and
Course fees and other related fees or charges

- 4.5.2 Changes to Course fees which may include charging additional fees to resit exams.

Section 5: Why Changes May Be Required

- 5.1 Examples of why Changes may be made or required are:

5.2 Course

- (i) as required by government policy, regulatory and/or governmental requirements and/or guidance and/or direction and/or a decision of a competent court or similar body;
- (ii) to comply with any requirement set by the Office for Students and/or any other regulatory body;
- (iii) to comply with accrediting body and/or professional, statutory or regulatory body requirements;
- (iv) to incorporate sector good practice and/or guidance and/or to improve the quality of a Course and/or to make sure the curriculum is current and relevant to learning outcomes or standards;
- (v) in light of student feedback and/or external examiners' feedback;
- (vi) to reflect material developments in academic teaching, research and/or professional standards and/or requirements;
- (vii) where there is an insufficient number of students enrolled on the Course meaning the continued running of the Course is financially unviable and/or would lead to an unacceptable student experience;
- (viii) to reflect Changes made by a placement provider and/or withdrawal of a placement by a placement provider;
- (ix) if LCCA is no longer permitted to provide the UCA Course to you for whatever reason; and/or
- (x) where a key member of staff is no longer available (e.g. through illness or resignation);

5.3 Qualifications to be awarded

- (i) if LCCA is no longer permitted to provide the UCA Course to you for whatever reason;
- (ii) as required by government policy, regulatory and/or governmental requirements and/or guidance and/or direction and/or a decision of a competent court or similar body;

- (iii) to comply with any requirement set by the Office for Students and/or any other regulatory body; and/or
- (iv) to comply with accrediting body and/or professional, statutory or regulatory body requirements;

5.4 Mode of study

- (i) to address and/or to take steps in response to a security threat or a Force Majeure Event;
- (ii) where there is an insufficient number of students enrolled on the Course for a particular mode (meaning the continued running of the Course is financially unviable and/or would lead to an unacceptable student experience) but there are sufficient numbers for another mode of study;
- (iii) as required by government policy, regulatory and/or governmental requirements and/or guidance and/or direction and/or a decision of a competent court or similar body;
- (iv) to comply with accrediting body and/or professional, statutory or regulatory body requirements;
- (v) where a Change is reasonably necessary to address the needs of specific student groups, including accessibility or wellbeing needs, or in response to student feedback;
- (vi) due to a campus redevelopment or restructuring of UCA and/or LCCA; and/or
- (vii) where a key member of staff is no longer available and suitable alternative arrangements cannot be provided for a particular mode of delivery, but can be provided for another;

5.5 Teaching location and facilities

- (i) to address and/or to take steps in response to a security threat or a Force Majeure Event;
- (ii) due to a campus redevelopment or restructuring of UCA and/or LCCA;
- (iii) where a building or facility is found to be unsafe or non-compliant with health and safety legislation or regulations (e.g. fire safety deficiencies, structural concerns, or hazardous materials), requiring relocation of teaching activities;
- (iv) where a lease expires, is terminated, or is not renewed by the landlord, or where the terms of a lease or licence to occupy Change, meaning the premises are no longer available or suitable for teaching;
- (v) where an alternative facility offers a materially better standard of learning environment, equipment, or resources, and the Change is in students' overall interests; and/or
- (vi) where there are an insufficient number of students at a particular campus or teaching location, meaning continued operation at that location is financially unviable and/or would lead to an unacceptable student experience;

5.6 Changes to the types of student to be recruited or taught

- 5.6.1** to comply with any requirement set by the Office for Students and/or any other regulatory body;
- 5.6.2** where Changes to government policy or funding arrangements (e.g. Changes to student

loan eligibility criteria, or the introduction of student number controls) affect the types of students who can be recruited or funded for a particular Course;

- 5.6.3** where an accrediting or professional body imposes requirements on the types of students who may be admitted to a Course (e.g. requiring specific prior qualifications, professional experience, or fitness-to-practise standards); and/or
- 5.6.4** where there are an insufficient number of students from a particular cohort (e.g. part-time mature learners), meaning the continued recruitment of that cohort is financially unviable and/or would lead to an unacceptable student experience.

Section 6: Course Fees

- 6.1** For details of Changes to your Course fees, please see Section 8.7 of the Terms and conditions: Subcontracted Courses.

Section 7: Changes Pre-Commencement of Course

- 7.1** If we have to change your course prior to it starting, We will use reasonable efforts to ensure that such Changes are Minor Changes and are kept to a minimum, but if We need to make any Major Changes to your Course (as against the commitments made in your Offer Pack and/or Course Information and as reasonably determined by Us) before you enrol at LCCA and UCA, We shall bring the Changes to your attention as soon as possible and if you no longer wish to continue on the amended Course, you may either:
- 7.2** terminate the Contract and/or withdraw your application for the Course without any liability to Us for tuition fees and with UCA issuing you with a full refund of any and all tuition fees you have paid; or
- 7.3** transfer to another course (if any) as may be offered by Us for which you are qualified.

Section 8: Course Contract Modifications and Student Communication

- 8.1** For Minor Changes after enrolment, We will tell you about any such Changes by email and, if applicable, will make the updated regulations available on the LCCA Portal.
- 8.2** For Major Changes, We will (where possible and appropriate) consult with relevant Student Representatives before We make Major Changes and We will tell you about any Major Changes as soon as reasonably possible by email. In some instances, We may also inform you formally in writing by letter.

Section 9: What to Do if You Are Unhappy with a Change

- 9.1** In the case of Minor Changes as reasonably determined by Us, We will use reasonable efforts to keep such changes to a minimum and to keep you informed appropriately, for example by email or via notifications on the intranet. If you withdraw from your Course as a result of a Minor Change, then your liability for tuition fees will be calculated in accordance with paragraph 5 of the Fees, Refund, Compensation and Debtor Policy.
- 9.2** If we make Major Changes to your Course after you have enrolled and You are unhappy with the changes and want to withdraw from your Course:

- 9.2.1** you must tell Us in writing as soon as possible by contacting LCCA Registry and by filling in a change-of-status form. You will not incur fees for the next or subsequent academic terms and you may be entitled to a full or partial refund of tuition fees you have paid depending on the circumstances and We will act reasonably in making a determination as to whether a full or partial refund and/or compensation is due to you in line with the Fees, Refund, Compensation and Debtor Policy; and
- 9.2.2** if you ask Us to, We will try to provide a suitable alternative course at LCCA or UCA (which you must pay tuition fees for and meet any relevant entry requirements and conditions and which will be subject to place availability), or suggest a suitable alternative course with another provider (but We cannot guarantee that you will be accepted onto any such replacement course).

Section 10: Closure of Courses

- 10.1** We will always endeavour to teach students to the end of their Course, including in situations where a decision has been taken to close a Course. When deciding whether to close a Course and the implementation of that closure, We will carry out appropriate due diligence and follow a due process.
- 10.2** We will ensure that plans for closing Courses are communicated as soon as possible to students by email and notifications on the LCCA Portal and appropriate advice and support is provided.
- 10.3** We will take all reasonable steps to minimise disruption to students. This includes seeking a suitable alternative course or a different institution should We not be able to 'teach out' registered students on a Course which is being discontinued.
- 10.4** If you are unhappy with the alternative course that We offer you or We are unable to offer you a suitable alternative course, you may end your contract with immediate effect by sending notice to admissions@uca.ac.uk. Subject to clause 10.5 below, the effect of terminating your contract is that you will not incur fees for the next or subsequent academic terms and will be entitled to a full refund of tuition fees you have paid, and you may be entitled to compensation in accordance with our Fees, Refund, Compensation and Debtor Policy.
- 10.5** Where We withdraw a Course due to an event outside of its control (referred to as a Force Majeure Event) as defined in the Terms and Conditions: Subcontracted Courses – you may be entitled to a refund and/or compensation depending on the circumstances. For more details about what a Force Majeure Event is and how we will respond, please see section 12.4 in the Terms and Conditions: Subcontracted Courses. We will act reasonably in making a determination as to whether a refund and/or compensation is due in accordance with our Fees, Refund, Compensation and Debtor Policy.
- 10.6** Where We withdraw a Course before registered students of that Course have completed their studies where a suitable alternative programme has been found, students may still be entitled a refund and/or compensation depending on the circumstances. We will review any claim for refund and/or compensation in accordance with our Fees, Refund, Compensation and Debtor Policy.

Section 11: Refund and/or Compensation

- 11.1** Further details of when you may be entitled to apply for a refund and/or compensation and how to submit a claim are set out in the Fees, Refund, Compensation and Debtor Policy.

Section 12: Complaint

- 12.1** If you are dissatisfied with the application of this Policy, please tell Us straight away, using the details set out below, so that, if possible, We can put it right. If you wish to complain about an action or lack of action by UCA or LCCA, or any aspect of Our service, you may do so as follows:
- (i) for complaints relating to LCCA's roles and responsibilities (as set out in the Appendix), you should email complaints@lcca.ac.uk and use LCCA's Complaints Policy in the first instance;
 - (ii) for complaints relating to UCA's roles and responsibilities (as set out in the Appendix), you should email OSCAR@uca.ac.uk and use UCA's Complaints Policy.
- 12.2** If you are unsure which policy applies, you may contact either LCCA or UCA using the contact details set out in clause Section 13: and We will direct you to the appropriate procedure. If you are not satisfied with the outcome of a complaint under LCCA's Complaints Policy, you may escalate the matter under UCA's Complaints Policy.
- 12.3** If you are not satisfied with the final outcome of your complaint, you may refer your complaint to the Office of the Independent Adjudicator for Higher Education (OIA). The OIA is an independent body that reviews individual student complaints about higher education providers in England and Wales. You must normally refer your complaint to the OIA within twelve (12) months of receiving a Completion of Procedures letter from UCA. The OIA can consider complaints about matters such as teaching and supervision, services and facilities, complaints procedures, disciplinary matters and academic appeals, but cannot consider matters relating to academic judgement. Further information about the OIA, including its rules and eligibility criteria, is available at www.oiahe.org.uk. The OIA's address is: Second Floor, Abbey Gate, 57-75 Kings Road, Reading RG1 3AB.

Section 13: Enquiries

- 13.1** If you have any questions about this Policy, write to:
- 13.2** UCA: Director of Student Life, University for the Creative Arts, Falkner Road, Farnham GU9 7DS, or email alice.mclarem@uca.ac.uk; and
- 13.3** LCCA: 17 Great Pulteney Street, London W1F 9NE, or email admissions@lcca.ac.uk.

Section 14: Accessibility and Alternative Formats

- 14.1** If you need this policy in a different format, contact quality@lcca.ac.uk. We can normally provide large print / an accessible Word version / other agreed formats and will discuss anything else you need.

Section 15: Appendices

Appendix	Title
A	Roles and responsibilities

Appendix A: Roles and responsibilities

Role / responsibility	LCCA	UCA
Application and admissions process	✓	
Enrolment and Registration	✓	✓
Teaching and Learning	✓	
Pastoral support	✓	
Academic learning support	✓	
Providing facilities, equipment, learning resources including digital resources	✓	
Assessment and feedback process	✓	
The student disciplinary procedure	✓	
Producing Course material	✓	✓
Implementing UCA's quality assurance procedures	✓	
Curriculum Design and Content		✓
Quality assurance and academic oversight		✓
Academic Regulations including assessment, progression, award, academic misconduct and academic appeals		✓
Support to Study procedure		✓
Awarding qualifications and producing certificates		✓
Graduation ceremony (if provided)		✓
Invoicing and collecting fees		✓
Enabling access to the Student Loans Company		✓
Handling complaints about LCCA roles and responsibilities	✓	
Handling complaints about UCA roles and responsibilities		✓

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