

Annex D: Template for a student protection plan

Provider's name: University for the Creative Arts (UCA)

Provider's UKPRN: 10006427

Legal address: University for the Creative Arts, Falkner Road, Farnham, Surrey GU9 7DS

Contact point for enquiries about this student protection plan: Michelle Howe, Director of Quality Assurance and Enhancement mhowe@uca.ac.uk. 01252 722441.

Student protection plan for the period 2021/22

1. Introduction: What this Student Protection Plan is for

This Student Protection Plan sets out the arrangements we have in place to protect the continuation of study for you, our students. The type of event which might cause a risk to continuation of study, and the measures we have put in place to mitigate those risks which we consider to be reasonably likely to crystallise, are detailed below.

In preparing the Plan the University has been conscious that the risks to continuation of study and the impact of events may be different for different students, depending on their circumstances, and the University will remain mindful of potential differences should it 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 you have under consumer protection law, and do not impinge on your consumer rights.

If you are a potential or current student enrolled at our franchise partner the Royal School of Needlework (RSN), Hampton Court Palace, please refer to the RSN Student Protection Plan.

If you are a potential or current student enrolled with the Open College of the Arts, please refer to the OCA Student Protection Plan [Appendix 2].

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
- Taking into consideration the needs of all our students and the impact on them of any proposed changes and protective measures, and
- Regularly canvas student views on this Plan as part of our student feedback processes.

We welcome comments on this Plan. If you have any concerns or feedback in relation to this Plan, please contact Michelle Howe, Director of Quality Assurance and Enhancement mhowe@uca.ac.uk. 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. Accordingly, UCA envisages very few circumstances which will trigger this Student Protection Plan.

Your course may be affected from time to time by events which are outside of our reasonable control as a result of circumstances such as fire or extreme weather conditions. Such events occur very rarely and we have not addressed them in this Plan. 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. In preparing this section, the University has been conscious that the risks to continuation of study, the impact of events and the measures that it may need to put in place may be different for different students, depending on their circumstances.

a) UCA as a whole 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 that our financial performance is sufficient to generate surpluses year on year, our cash flow is healthy and our liquidity satisfactory. The University also has a low level of borrowing. Our former regulator HEFCE's own categorisation of our financial sustainability, good management and governance in February 2018, which found that UCA was 'not at higher risk'.

The University has structures in place which regularly scrutinise its financial position and performance and financial risk factors. If the financial risk factors were to change materially, this would be a reportable event to the OfS under the conditions of registration as a 'material change in actual or forecast performance and/or position'.

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 and has received assurance from the former regulator, HEFCE, that the standards of awards for which we are responsible have been appropriately set and maintained. Scrutiny of the standards of UCA awards is a cyclical process meaning that we assess standards each year through our Annual Academic Monitoring processes and via the production of an annual report on standards to the Governing Body.

UCA has Degree Awarding Powers conferred by the Privy Council along with University title. UCA is quality assured by the Quality Assurance Agency and is covered by the internationally recognised QAA quality mark. In the recent Teaching Excellence and Student Outcomes Framework, UCA achieved a Gold award.

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 **low** because the University maintains its commitment to the campuses at Farnham, Epsom, Rochester and Canterbury and has no plans to close any of them.

Robust portfolio planning and student recruitment target setting, reported through our management structure to our Governors, take into account the student numbers and capital resources at each of the campuses to ensure each campus remains viable and provides a high-quality learning environment.

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. There is further assurance concerning the continuity of subjects because the University has duplication of subjects and expertise across our campuses meaning that even if we find it necessary to close a course we are still able to continue to deliver our subjects. 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 **medium 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. This is because it is normal business practice to ensure that we have sufficient demand for a course to provide a high quality student experience, provide a portfolio of courses that meets the needs of future students and reflects employers' needs.

If we decide to close a course, we will put in place the following measures:

If UCA were to close a course we would stop advertising and recruiting to the course for future student intakes and would 'teach out' all students currently enrolled on the course. If we consider closing a course, we will inform existing students that we will not be recruiting further students. We will make clear in this exercise that we are committed to protecting student interests, and that all enrolled students will have the opportunity to complete their course. If we decide to suspend or withdraw a course before it has started, we will give applicants holding offers at least 9 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 try and do so as soon as reasonably possible. If we have to suspend or withdraw your course whilst you are holding an offer from us, 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); 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 Policy (Appendix 1).

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 because the University may decide 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 not 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 9 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 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 failure or circumstances that require you to interrupt your studies.

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 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.*

The University will consider the circumstances of individual students if it needs to implement this Plan.

f) UCA is unable to deliver a mode of study

The likelihood that UCA will be unable to deliver a mode of study is **low** because all UCA undergraduate courses are full-time, and 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.

g) UCA cannot deliver to international students because it loses its Tier 4 licence

The likelihood of UCA losing its Tier 4 sponsor licence that allows us to recruit students from outside the EEA is **low** because robust procedures are in place to ensure that we monitor and adhere to all UKVI compliance measures. The risks associated with Tier 4 are regularly monitored by the University’s Risk Management Group. We had a routine audit from the Home Office in 2016 that confirmed that we are compliant with their regulations and that our monitoring procedures for student recruitment and attendance are robust.

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. Notwithstanding this, should 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 our Terms and Conditions and Conditions (entry 2021) on our Regulations, Policies and Procedures Web Page. Our Terms and Conditions (entry 2021) 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 (entry 2021).

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 the Head of School, Campus Registries 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 Group in March 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 Board of Governors (both of which include Students' Union and student representation).

APPENDIX 1

UCA Student Protection Plan: Refund and Compensation Policy

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. Whilst UCA has sought to provide a comprehensive overview of the circumstances in which it would provide refunds 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 *Tuition Fee Regulations* for all levels of study.

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 Registrar 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 Students 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 Registrar will consider individual instances of student financial disadvantage outside of those categories set out above on a case-by-case basis.

Provider's name: The Open College of the Arts (OCA)

Provider's UKPRN: 10004879

Legal address: The Open College of the Arts, Michael Young Arts Centre, Redbrook Business Park Wilthorpe Road, Barnsley, S75 1JN
www.oca.ac.uk

Contact point for enquiries about this student protection plan: Director of Curriculum & Quality, Moira Lovell, or Director of Learning & Teaching, Christian Lloyd, OCA.

References: This plan is linked to the **University for the Creative Arts Student Protection Plan**. Both plans will be monitored and reviewed annually through a process managed by University of the Creative Arts (UCA) as part of the requirements for registration with the Office for Students.

Student protection plan for the period 2019/20

1. Introduction: What this Student Protection Plan is for

This Student Protection Plan sets out what measures OCA has in place to protect you as our students in the event that a risk to the continuation of your studies should arise. The type of event or changes which might cause such a risk, and the likelihood of these risks arising are detailed below.

In designing and seeking approval for this Plan, we have worked with the UCA to ensure it addresses our specific circumstances. OCA's approved Student Protection Plan is available to all current and potential students.

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

2. Our commitments to you as a student

We commit to:

- applying principles of honesty and integrity to all our dealings with you and OCA colleagues
- being open and transparent with you should any risk to the continuity of your studies arise, and inform you in a timely manner
- taking reasonable steps to protect your studies should we discontinue a course unit or close a programme altogether
- considering your views before deciding to implement any substantial changes to a course unit or discontinuing it, or stopping teaching a programme
- taking into consideration your needs of all and the impact on you of any proposed changes and protective measures

- informing UCA's Director of Quality Assurance and Enhancement and OCA's Board of Trustees of any changes that require a review of the Student Protection Plan or any measures contained within it
- involving you in the design and development of the curriculum.

We will regularly seek your views on this Plan as part of our student feedback processes. UCA and OCA's Board of Trustees will actively monitor risks associated with the Plan through OCA's Risk Register and through the annual review process of the Student Protection Plan conducted by the UCA Strategic Risk Management Group.

If you have any immediate views, concerns or feedback in relation to this Student Protection Plan please contact the Director of Curriculum & Quality or Director of Learning & Teaching at OCA via enquiries@oca.ac.uk

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

Wherever possible, OCA commits to "teaching out" all students enrolled on affected course units. This means that even when OCA has voluntarily decided to close a degree programme we will continue to provide course materials and tutor support until the currently enrolled students have completed. Accordingly, OCA envisages very few circumstances which will trigger this Student Protection Plan.

Below is a list of potential reasons why a degree programme may not be delivered and an analysis of the likelihood of this happening. In the event that these risks materialise, we will take the measures highlighted in italics to protect your continuity of study. Measures may be brought into action at any time, if, for example, by doing so would reduce the impact or likelihood of any disruption to students' studies. OCA are confident that these measures are viable, where possible have been tested, and take into consideration the needs of all our students, including those with special educational requirements.

Should the measures in this Plan need to be triggered for reasons other than outlined below, students will be notified by The Director of Curriculum & Quality or Director of Learning & Teaching with a minimum of 3 months' notice.

a. OCA as a whole stops operating

The likelihood that OCA will cease operating as a whole is low. As OCA's parent company, UCA reviews OCA finances annually. In 2017 UCA were satisfied with OCA's Financial Statements and consequently, would provide adequate financial support to OCA to enable it to meet legal and operating obligations as a going concern for at least a period of 12 months. OCA's finances are monitored through monthly Management Accounts overseen by OCA's Board of Trustees, an annual audit of accounts submitted to Companies House, through returns sent to The Charity Commission, and with continued financial oversight conducted by UCA.

The likelihood that UCA will cease operating as a whole is also low. The three-year financial forecasts UCA submitted to their former Regulator, HEFCE, show that their financial performance is sufficient to generate surpluses year on year, their cash flow is healthy and their liquidity satisfactory. The University also has a low level of borrowing. HEFCE's own categorisation of their financial sustainability, good management and governance in February 2018, which found that UCA were not at 'higher risk'. The University's Risk Management Group, Leadership

Team and Employment & Finance Committee (Governors) consider financial risk at each meeting in relation to the budget cycle, measuring progress against forecast income and budget setting accordingly.

- *Were UCA's financial risk to change, this would be a reportable event to the OfS under the conditions of registration as a 'material change in actual or forecast performance and/or position'.*

b. UCA loses its accreditation powers

As OCA degrees and other exit awards are accredited by UCA, any loss of UCA's degree awarding powers will impact on OCA's ability to deliver accessible course units.

The likelihood that UCA will lose its power to award degrees is low. UCA has Degree Awarding Powers conferred by the Privy Council along with University title. UCA is quality assured by the Quality Assurance Agency and is covered by the internationally recognised QAA quality mark. In the recent Teaching Excellence and Student Outcomes Framework, UCA achieved a Gold award.

- *If UCA were unable to provide accreditation due to a loss of their degree awarding powers the potential to use other suitable providers would be sought. As a registered charity, OCAs purpose is to provide access to creative arts higher education; this charitable purpose underpins all that OCA is and stands for; in the event where accreditation through UCA is not possible, OCA will consider alternative methods of access to Higher Education including accreditation through the Office for Students as a last resort.*

c. OCA closes a degree programme

OCA may decide to stop recruiting students to particular degree programmes in response to low student recruitment, the academic or financial viability of the subject area, or to refocus attention on new offers in response to market and industry demand.

The likelihood that OCA will stop delivering a degree programme is a medium risk. OCA, as the distance learning arm of UCA, provides a range of established part-time Open courses at higher education level that are relevant, current, and offer students meaningful academic challenges. Each programme is supported through investment in authoring learning materials, employing a Programme Leader, and establishing suitable tutor teams. It is normal business practice to ensure that the portfolio of programmes meets the needs of future students and reflects employers' needs, therefore, OCA may plan to make a strategic decision to close an existing degree programme within the next three years.

In parallel with UCA, OCA operates a practice of stopping recruitment to programmes that it plans to close and of 'teaching out' all students enrolled on the degree. If OCA considers closing a programme, it will inform existing students and allow those students' views to be heard and considered. OCA will make clear in this exercise that it is committed to protecting your interests, and that all enrolled students will have the opportunity to complete their course prior to its closure.

There is a low to medium likelihood that, where a programme is closed, standard 'teach out' practice may not be an option for you. This would be in the circumstances where you have taken longer to complete the course than anticipated due to academic failure or interruption. In these instances, during 'teach out' OCA will carefully monitor the progress of all students through formative and summative assessment processes.

Where individuals may become at risk of falling behind 'teach out' timeframes, a range of mechanisms will be considered to provide opportunities for completion within the 'teach out' timeframe:

- Additional support if you have predicted fail or marginal fail grades
- If you have a credit shortfall, allowing you to progress and 'make up' the shortfall alongside your other studies, with additional tutorials to support 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 programme despite these mechanisms, then OCA will discuss with you at the earliest opportunity and advise the following, in order of priority:
 - Transfer to another related course at OCA;
 - Support to transfer to a similar course at another institution, allowing you to transfer any credit gained to that point;
 - Exit, with a credit statement and transcript for all credit obtained up to that point.

Where changes are made such that you cannot continue on your current degree programme, we will ensure that students may continue their studies at OCA for a continuity period, minimum one year, whilst alternative options are explored.

If having undertaken the above actions or other actions that attend to your particular circumstances, OCA cannot provide continuation of study, or in the event that you incur additional unexpected costs to ensure continuity of study (such as travel to interviews), OCA will refund any tuition fees or wasted mandatory course-related costs (such as paying for a trip) that have already been paid to OCA in advance for future studies and will meet any additional costs you have incurred to ensure continuity of study up to the point of the termination of your contract with OCA. This will be determined on the basis of evidence of financial disadvantage to you on a case by case basis at the discretion of the Academic Registrar and in line with OCA's Student Regulations and bursary schemes (where applicable).

d. OCA is unable to deliver a mode of study

OCA currently delivers part-time courses at a distance using paper-based and online learning materials supported by one-to-one tutors contact through written and video based feedback. Given the reliance on online platforms for core aspects of OCA's course unit and programme provision, there is a low risk of disruption due to an information and communication technologies 'disaster' which leads to an inability of OCA to perform its duties. All efforts are made to ensure the security of digital resources.

• In the event of an ICT 'disaster', leading to an inability of OCA to perform its duties, the ICT Disaster Recovery Plan will be implemented to provide support to you, and resume administrative and financial functions.

OCA's distance learning provision relies on the ability of tutors to support individual students, and Programme Leaders to support teams of tutors in their duties. The unexpected departure of Programme Leaders or tutors provides a low risk to students continuing their courses.

• Policies and procedures are in place to quickly replace the academic support of students to other suitable tutors, to recruit and induct appropriate new tutors to fill any potential gaps, and to identify acting Programme Leaders while longer term replacements are sought.

4. Refund of Tuition Fees and Other Costs in event that the Student Protection Plan is triggered

OCA does not envisage a situation whereby you are unable to continue to study with the College, in part due to our commitment to 'teach out' courses no longer planned to run.

If OCA cannot provide continuation of study, or in the event that you incur additional unexpected costs to ensure continuity of study (such as travel to interviews), OCA will refund any tuition fees or wasted mandatory course-related costs (such as paying for a trip) that you have already paid to OCA in advance for future studies and will meet any additional costs you have incurred to ensure continuity of study up to the point of the termination of your contract with OCA. This will be determined on the basis of evidence of financial disadvantage to you on a case by case basis at the discretion of the Academic Registrar and in line with OCA's Student Regulations and bursary schemes (where applicable).

In such circumstances, you can raise a complaint regarding cases where fees have not been refunded. Details of the relevant policy can be found in Finance and ICT Related section of the Student Regulations, which are publicly available on the OCA website. The regulations are refreshed on an annual basis and the current regulations are available at <https://www.oca.ac.uk/studying-with-the-oca/student-regulations/>

5. How this Student Protection Plan is Shared

We will publicise our Student Protection Plan to current and future students alongside our Student Regulations on our website. Our Student Regulations (entry 2019) will reference the Student Protection Plan and will be sent in durable medium to all enrolled students.

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 the Quality Assurance Handbook (LINK) under Section E (Course Changes) and Section B (Portfolio Planning) and through the student consultation within those processes.

OCA's Student Protection Plan will be reviewed annually in consultation with UCA as part of UCA's compliance with the on-going conditions of registration with the Office for Students. This review will make reference to UCA's Student Protection Plan, reviewed annually in March by the University's Risk Management Group.

The draft Student Protection Plan will be shared with the Open College of Arts' Student Association (OCASA) annually for comment. Their views will inform the draft and feed into approval at OCA's Board of Trustees which also includes student representation.

In event of any dissatisfaction with the operation of this plan, enrolled students will be directed to OCA's Student Complaints Policy within the Student Regulations.

In the event of any of OCA's Student Protection Plan measures being actioned, guidance and support will be offered in the first instance by appropriate OCA Staff. Independent advice and support will be available through OCASA, and if you are not content with the proposed outcomes of any measures, these can raise the issue with the Office of the Independent Adjudicator at www.oiahe.org.uk.