



Student Protection Plan 2024-25

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14	Compensation and Refunds Policy		
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Student Protection Plan 2024-25

1. Purpose of this Student Protection Plan

- 1.1 The purpose of this student protection plan is to set out the College's policy and procedures for closure, suspension and/or changes to programmes.
- 1.2 The College is committed to helping to ensure students achieve the best possible academic outcomes from their studies. The College is also committed to providing the programmes of study as set out in its documentation. However, occasionally events may occur which mean that unforeseen changes will have to be made to modules or programmes or in exceptional circumstances programmes may need to be closed or suspended. These processes articulate the College's procedures in such circumstances for both applicants and students.
- 1.3 This Student Protection Plan sets out what measures we have in place to protect students and applicants in the event that a risk to the continuation of their studies should arise. The type of event or changes, which might cause such a risk, are also detailed below.
- 1.4 The measures contained in this plan are in addition to the protections students have under consumer protection law, and do not impinge on their consumer rights.
- 1.5 The College's processes for closing or suspending a programme are detailed in Appendix A. These are designed to reflect the Statement of Good Practice adopted by HEFCE, UUK, Guild HE, NUS in October 2015. It is also designed to meet the requirements as set out in the CMA guidance and relevant OfS guidance.
- 1.6 The College is in a collaborative partnership with Birmingham Newman University (henceforth 'the University') which validates the College's higher education programmes. Students at ForMission College will therefore ultimately receive their award from the University and this plan, which mirrors that of the University, has been developed to provide ForMission College's students with equivalency of treatment in the event of closure, suspension and changes to programmes.

2. Closure and Suspension

- 2.1 The Student Protection Plan may be triggered for the following potential reasons:
 - course or study location closure
 - the discontinuation of a subject or discipline
 - deregistration or suspension of registration (where suspension puts continuity of study at risk)
 - a provider exiting the market completely (intentionally or otherwise)
 - a provider exiting a particular section of the market, such as part-time or distance learning
 - any other changes which may affect students' ability to continue their studies
- 2.2 Suspension of a programme of study is defined by a fixed timeframe in which the programme will not be delivered.
- 2.3 A programme may not be closed or suspended without the approval of the College's Board of Trustees because of the implications for the contractual relationship between current and prospective students and the College. Trustees regularly receive comprehensive reports on the ongoing viability of programmes, pathways and hubs.

- 2.4 In the event of the closure of a hub or other College facilities, to ensure students are taught out on the programme they signed up for, the College will:
- Use reasonable endeavours to revise the delivery timetable to allow programmes to be taught in alternative locations (or online)
 - Consider the use of other temporary locations within a reasonable distance of other College premises
 - Work with other higher education institutions to enable programmes to be delivered or implement gradual closure to allow students to complete their studies
- 3. Why is this plan necessary?**
- 3.1 In designing this plan, we have sought to ensure it addresses our specific circumstances. The College may be required to make changes to programmes at the following times:
- between publication of the prospectus and registration
 - after registration
- 3.2 This information can also be found as part of the Terms and Conditions provided to all applicants and current students.
- 3.3 Where material changes (such as a change to the structure of the programme, or the removal or addition of a number of modules) are made between the publication of the prospectus and registration, the College will draw these changes to the attention of applicants as soon as possible and advise them of their right to seek entry to another programme for which they may be qualified or to withdraw their application and seek entry to another institution.
- 3.4 Where the applicant has already accepted an offer, they shall be furnished with all necessary information, advice and guidance by the College to help them make an informed decision on their future course of action.
- 3.5 In normal circumstances, material changes to programmes should not be made after registration, but where this is unavoidable, students and their representatives shall be consulted at the earliest opportunity on the changes and, where practicable, their views shall be taken into account.
- 3.6 If a student reasonably believes that a material change to their programme adversely affects them, they may cancel their contract with the College. In such circumstances the College will offer suitable information, advice and guidance to a student and, where possible, facilitate their transfer to another institution which offers an appropriate programme for which they are qualified.
- 3.7 Further to commencement of the programme and during the course of a student's studies, the College may make minor amendments to programmes in order to improve its quality; to meet the latest requirements of an accrediting body; or in response to student feedback. Where such minor amendments to the delivery of a programme are necessary, the College will inform students and their representatives of these changes, as appropriate, and in line with College quality assurance processes.
- 4. How and when Programme changes are communicated to students**
- 4.1 Changes to modules and any structure of the programme will go through the normal University processes and will be communicated to students as soon as possible and the College will not make

any significant changes mid-year to that year of study. Any significant changes to be made to a following year of study will be communicated to students as soon as possible, including the rationale for any change.

5. Student Protection for Current Students

5.1 The potential actions that the College may undertake, take into account the diversity of students and their needs, parity of course content or any unintended financial consequences.

5.2 The College will endeavour, where possible to ensure that all current students are enabled to complete a programme to be closed (teaching out).

5.3 If it is not possible for a programme to be taught out, the College will:

- offer appropriate alternative courses within the College
- confirm when and how the alternative courses will be offered
- assist the students to transfer to other providers where appropriate, including transfer of credit and academic progress

5.4 Students will be informed of their options and the College will provide information and support to assist students in deciding which option to follow.

5.5 Where a programme is being closed to new entrants only, the College's proposed arrangements for students currently registered on the programme (including those whose registration is suspended but have not yet completed the programme) must comply with the following:

- Current students should be informed of their options. The College will provide all necessary information, advice, guidance and support to facilitate students in deciding which option to pursue.
- The standard of academic provision and the student experience must, as far as is reasonably practicable, be maintained throughout their period of registration. In particular, the conditions must be maintained to enable the stated learning outcomes in the relevant Programme Specification to be achievable by students who are being 'taught out'.
- Students on any programme to be taught out will continue to be monitored under the College's normal review processes.
- To ensure the student experience and to support the students, the College's Senior Management Team will monitor their experience.

6. Student Protection for Applicants

6.1 In the event of a programme closure, suspension or material changes to programme content, all communications with applicants will be undertaken via the relevant Programme Director.

6.2 Applicants thus affected should then be informed of their options to transfer their applications to another programme within the College or to another institution.

6.3 Applicants who have been made offers, but have not yet accepted them, may however be advised that a closure or suspension request has been made. Such applicants should be advised that the offer of a place is suspended until a final decision has been made and will be withdrawn if the request is accepted. They should also be advised that they may choose another programme or institution.

7. Loss of accreditation

- 7.1 The risk of the College losing accreditation (with the University) of any of its programmes is low and mitigated by its comprehensive internal quality assurance procedures.
- 7.2 Where a programme loses its accreditation with immediate effect, including all current students, the College will use its best endeavours to recover the accreditation before the end of that academic year and specifically aim to ensure that no final year students receive an unaccredited degree. Should this not be possible, the College will aid the transfer of all affected students to an appropriate degree programme at another institution.
- 7.3 The risk of the University losing its accrediting status is very low. In the unlikely event that the University lost its accrediting status the College would seek assurance from the University about regaining said accrediting status. If it appeared unlikely that accrediting status would be regained in adequate time, the College would seek alternative accrediting provision.

8. Timing

- 8.1 As a result of unforeseen and unforeseeable circumstances (e.g. loss of specialist staff) it may be necessary to close or suspend a programme within a foreshortened timescale. In such circumstances, the student interest is paramount and full consultation will be undertaken with all affected students and their nominated representatives.
- 8.2 In order to ensure full compliance with the Consumer Rights Act 2015, the CMA and related regulations, students will be given the most complete information, advice and guidance to enable them to make well-informed decisions in the event of programme closure or suspension.

9. Notification, advice and support

- 9.1 We will notify students of any changes which may affect their studies in a timely manner. Should the student protection plan need to be triggered, students will be notified by the Principal or Programme Director. We commit to contacting students as soon as possible prior to the intended dates of course change or closure.

10. The role of the validating university

- 10.1 Where students are registered directly with the University as part of a franchise agreement between the College and the University, the University's Student Protection Plan will apply. It can be found here: www.newman.ac.uk/knowledge-base/regulations-policies-relating-students.
- 10.2 Where students are registered with ForMission College as part of an external accreditation agreement between the College and the University, the process set out below will apply. It should be noted that the College is required to submit this Student Protection Plan to the University on an annual basis for monitoring.
- 10.3 Where the College is unable to deliver the programme, it is expected that the College will normally provide the University with at least one full academic year's notice and is expected to bear any expenses related to supporting the students in completing their studies.
- 10.4 In the event that the College cannot deliver a planned teach out programme, the University will work with the College to ensure delivery of the programme to current students, wherever possible by:
- Working together to identify other suitable locations for delivery of the programmes by College staff; or

- Working with other educational institutions in the country to continue delivery of the programme to current students.

10.5 To ensure the student experience and to support the students, the University's Academic Link Tutor, together with the University's Collaborative Provision Unit will monitor their experience.

10.6 In the exceptional event of a programme closing, the University will make every effort to support the students concerned including providing advice and guidance; supporting transfer requests to other institutions; and providing access to programmes within the University for which the students are suitably qualified.

11. Refund Policy

11.1 The College would expect to teach out courses or facilitate transfer to another institution. If in the view of the College this cannot be achieved, or if other circumstances exist where a refund is appropriate, a refund would then be made for the element of the programme that had not been provided but had been paid for. The College will also repay legitimate expenses incurred by students.

11.2 The College's Policy on Compensation and Refunds can be found in Appendix B.

12. Closure of Programmes at other Providers

12.1 The College will also seek to assist any students seeking a transfer into the College's programmes from another provider where a programme is being closed or suspended and will consider the academic progress and credit gained by any students seeking to transfer to the College for this reason.

13. What can I do if I have a complaint?

13.1 If students, are not content with the proposed outcomes, they should use the College complaints procedure. If that does not bring about a resolution the student is happy with, the student can use the University's complaints procedures (<https://www.newman.ac.uk/knowledge-base/complaints-policies/>). If the student is still unhappy with the resolution they raise the issue with the Office of the Independent Adjudicator, at <http://www.oiahe.org.uk/>.

Appendix A – Processes for closing or suspending a programme

1. A request to close or suspend a programme or study location must be made by the Principal. She/he will submit a proposal and business case to the College's Board of Trustees who will make the final decision.
2. A request to suspend or remove a programme or hub shall be accompanied by the following information:
 - Market rationale;
 - Strategic and financial implications;
 - Consultation with the College's validating institution;
 - Impact, if any, on arrangements with the College's validating institution;
 - Impact on current and prospective students and sponsored students;
 - Impact on existing or proposed programmes;
 - Impact on relationships with sponsors and employers; and
 - The expected impact on staff and resources.
3. The request shall also confirm that consultation will take place with academic staff and students affected by the request.
4. Where there are any expected changes to staff/staffing structure the necessary HR advice must be sought.
5. On receipt of a request to close or suspend a programme or hub, the Board of Trustees may agree one of the following:
 - Decline the request;
 - Approve the request without condition(s); or
 - Approve the request with condition(s).

Appendix B – Compensation and Refunds Policy 2024-25

1. Introduction

This policy is designed to protect the consumer rights of students. The College's priority is to ensure that students receive the education they are entitled to under their contract with the College. In terms of academic provision and in line with the College's Student Protection Plan, the College policy is to teach out any provision that is being closed to ensure that the students receive their expected programme of study and that an appropriate student experience is provided. In the exceptionally rare event of the College being unable to teach out a programme or meet a particular obligation associated with the student's programme, the College will consider whether compensation or refund is an appropriate remedy for students.

This policy aims to provide a clear framework so students can understand when they may be entitled to compensation or a refund of college fees or another type of legal remedy and how to make a claim. It is important to note that financial compensation may not always be the most appropriate remedy and it is likely that most issues will be resolved by alternative means of settlement. Alternatives to financial compensation may include an apology or goodwill gesture (including those remedies suggested in the Office of the Independent Adjudicator's Good Practice publications), or an offer of alternative learning methods if the programme cannot be delivered in the way it was originally intended.

2. Definitions

Refunds

A refund relates to the repayment of sums paid by a student to the College or an appropriate reduction in the amount of sums owed in future by the student to the College. This may include tuition fees or other programme costs, such as accommodation.

Compensation

Compensation relates to some other recognisable loss suffered by the student. This normally falls into two categories:

- Recompensing the student for out-of-pocket expenses they have incurred, which were paid to someone other than the College and where they cannot claim a refund from the party external to the College (see 3 below for further details).
- An amount to recompense for demonstrable material disadvantage to the student arising from a failure by the College to discharge its contractual duties appropriately. Compensation may take the form of a financial payment, a discount or some other form of benefit and the College will consider remedies that satisfy a student's complaint without the need for a refund or financial compensation.

Students also have the right to seek non-financial remedies under the Consumer Rights Act 2015 (CRA) through repeat performance or an order for specific performance.

This means that if the College delivers a demonstrably substandard service, a student may be entitled to ask the College to correct this and for it to be delivered at the required standard. This could mean repeating a part of the programme that did not meet this standard, which would be a repeat performance.

If it is not possible to repeat the service, or if it cannot be done in a timely and convenient way, the student may be entitled to a price reduction.

Agreed full or partial refunds that are due to be paid back to the student should normally be provided within 14 days from the agreement that a refund is due.

3. Process

The College expects a student to have been through the College Complaints Procedure before a refund or compensation may be applied for. The only exception will be where a programme cannot be taught out and where further fees, for that portion of the programme for which students have not received tuition, will be refunded to the party which was responsible for fees payment (i.e. the Student Loan Company, or a sponsor, or an employer, or the student).

Should a problem identified potentially affect a large number of students the College may use a separate version of the complaints process to ensure efficiency and consistency. If a student remains dissatisfied with the outcome of the compensation and refund process, they may be offered a Completion of Procedures letter. If a student is satisfied with the proposal outcome of the compensation and refund process, this will be done in full and final settlement of all claims arising out of the same issue.

Evidence required for claims of financial compensation

- Suitable documentation confirming financial expenditure (for example: rental contract and money paid or receipt for travel permit/season ticket; childcare paid in advance; non-refundable deposit);
- Information should include confirmation of the payments made not being eligible for refund by the external party;
- Details of any other legitimate expenses suffered (e.g. additional travelling costs, postage, materials including books purchased as requirements for the programme, non-refundable deposits where documentation can be provided by the student).

In exceptional circumstances expenses yet to be paid by the student but unavoidable will also be considered.

4. Consideration of claims for compensation or refunds

The College will consider:

- Whether there have been specific undertakings given to the student for the way in which the programme is delivered;
- Whether there has been a failure to deliver against material information agreed with the student at the point of acceptance of the offer;
- Whether a period of prolonged disruption affected the ability of the College to offer learning that ensures the student has a fair and reasonable opportunity to develop appropriate levels of understanding required for the programme;
- Whether there has been a demonstrable loss to the student, in particular, has the student been able to achieve the learning outcomes for their programme;
- Whether the College has followed its own processes in delivery of the programme (quality assurance and communications to students);
- Whether the student has met their own responsibility to minimise losses;
- Whether the student has been affected in relation to:
 - Final degree award
 - Accreditation award

- Whether there have been any alternative arrangements or adjustments that were implemented to mitigate against any loss:
 - Has the student taken up what was offered?
 - Was the student still disadvantaged despite the alternative arrangements made?
- If a complaint is made due to disruption to a student's learning experience which is beyond the student's control, how have students been communicated with and has the communication been clear and consistent so that students were aware of any changes and how they might be affected;
- If compensation or a refund is most appropriate as an outcome or whether an apology or a goodwill gesture would be more appropriate;
- The basis for the claim (loss of teaching time or material impact on learning outcomes and future prospects).

5. Responsibilities and duties in law, and at sector and College levels

Statutory Responsibilities

- The Consumer Rights Act 2015 (CRA) including CMA guidance;
- Higher Education and Research Act 2017 (HERA).

Sector Responsibilities

- Office of the Independent Adjudicator (OIAHE);
- Office for Students (OfS);
- QAA UK Quality Code, including advice and guidance.

College Responsibilities

- Academic Regulations;
- Terms and Conditions;
- Student Protection Plan.