

Writtle University College

HE Student Protection Plan 2019-20

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1. Introduction

- 1.1 Writtle University College (“the University College”, “WUC”, “we”) is committed to supporting all students to achieve the best possible outcomes from their studies. When you accept an offer of a place at WUC, and when you enrol on a WUC course of study, we make a series of commitments to you about the services we will provide. These are contained in our HE Terms and Conditions. We also set out the fees you owe and the circumstances in which refunds and compensation will be paid. This information is contained in our HE Fees and Refund Policy. Both documents were provided to you when you were offered a place to study on a WUC course and when the University College invited you to register for your course. They can be accessed here: <http://writtle.ac.uk/Policies-&-Procedures>
- 1.2 We will do everything possible to avoid implementing any changes which significantly affect the content or delivery of your course at WUC. However, sometimes events occur which mean that we do have to make changes to your course; or, in extreme cases, which mean that you are unable to complete your studies at WUC. This Student Protection Plan explains what these risks are, and what action we will take should they arise.

- 1.3 This plan is subject to approval by the Office for Students under the terms of the Higher Education and Research Act 2017.
- 1.4 Should you have any questions about the information contain in this Student Protection Plan, please contact the Director of Academic Studies.
- 1.5 Independent advice on student protection matters can be obtained from the following sources:
 - a) the National Union of Students (www.nus.org.uk)
 - b) the Competition and Markets Authority (<https://www.gov.uk/government/organisations/competition-and-markets-authority>)
 - c) National Association of Citizen's Advice Bureau (www.nacab.org.uk)

2. Risks affecting applicants to WUC HE courses

2.1 Course suspension or withdrawal

- a) When we offer you a place to study at Writtle University College, we will invite you to accept that offer (either via UCAS or directly with the University College), as part of which you will be required to review and accept our Terms and Conditions. This confirms that you have accepted the place on your chosen course.
- b) Sometimes we will need to suspend or withdraw a course in between an applicant accepting an offer and the course commencing. **There is a reasonable chance of this occurring where we have received lower than anticipated application numbers to a particular course.** In this scenario, it may be financially non-viable for WUC to run the course and we may not be able to guarantee the quality of the student experience.
- c) We appreciate the disappointment and disruption this can cause for applicants and we will make reasonable endeavours to avoid such action. Where it **is** necessary to suspend or withdraw a course, we will take that decision as early as possible.
- d) Following a decision by the University College to suspend or withdraw a course of study, we commit to notifying all offer holders by email within 48 hours and all applicants within 5 working days.
- e) Wherever possible we will offer a place on an alternative WUC course of study, subject to admissions requirements.
- f) Where a home/EU applicant has indicated that they do **not** wish to accept an offer of an alternative course at WUC, we will update the Universities and Colleges Admissions Services (UCAS) within 48 hours.
- g) Where an international applicant has indicated that they do **not** wish to accept an offer of an alternative course at WUC, we will refund in full any deposits paid by

the applicant. Where necessary we will also withdraw any pending Tier 4 visa applications with UK Visas and Immigration (UKVI).

3. Risks affecting current students enrolled on WUC HE courses

3.1 Major changes to course content or delivery

- a) We recognise that you have chosen a WUC course of study based on the information we provided to you at the point of application. We will make reasonable endeavours to avoid major changes to the content and delivery of your course.
- b) A 'major' change to a course might include the substitution of core modules, a change to the accreditation attached to the course, a change to the length of study or material changes in how the course is assessed. Minor changes to a course, for example updates to module content or minor changes to academic regulations, are normal in any university and are not considered a risk to continuation of study.
- c) Where major changes are planned to a course, these will normally apply to future student intakes and will be reflected in the course information available to applicants. The need for us to make major changes to your course is only likely to occur in the event of sudden staffing changes or an unforeseen business continuity risk. **Consequently, there is a low risk of WUC needing to make major changes to your course.**
- d) In the event that we deem it necessary to make major changes mid-way through a course, and where existing students are therefore affected, we will ensure that all changes are discussed with student programme representatives and considered by the Academic Board (where WUC students are represented).
- e) Where you remain dissatisfied with the above approach and no longer wish to remain enrolled on your course, we will make reasonable endeavours to facilitate transfer to another higher education provider. In this scenario, we commit to refund all tuition fees for years of study that you were not able to complete at the University College. We will also refund reasonable maintenance costs for the years of study that you were not able to complete. Reasonable maintenance costs will be calculated according to individual circumstances but will normally include the accommodation and travel costs you have incurred as a result of studying at the University College.
- f) The University College operates on one campus in Writtle, Chelmsford. As we are a single-campus higher education provider, we do not envisage a change in the location of your course.

3.2 Course withdrawal

- a) The University College frequently reviews and refreshes its portfolio of academic courses. We may take a strategic decision to close an individual course due to falling student demand, resourcing constraints, because it is non-viable academically or because it no longer aligns with our mission. However, in almost

all cases a decision to close a course will apply to future intakes and WUC will commit to “teach out” current students enrolled on the course.

- b) It is possible that WUC may take a decision to withdraw a course mid-way through delivery, such that currently enrolled students are unable to complete their courses. This is only likely to occur in the event of sudden and significant staffing changes or an unforeseen business continuity risk. The University College has never in the past taken a decision to close a course to current students. **Consequently, there is a low risk of WUC withdrawing a course before currently enrolled students have had the opportunity to complete their studies.**
- c) In a “teach out scenario” we commit to consulting with all students on the programme and putting in place an action plan to address any risks affecting student learning opportunities or the quality of the student experience. We judge there to be a low risk that currently enrolled students will be detrimentally affected. However, there is a risk that part-time, repeating or intermitting students may face difficulties completing the programme in line with the majority of the cohort, which might mean that the quality of their student experience cannot be guaranteed, or that they are unable to complete the course before it is withdrawn.
- d) In the unlikely event that a course is immediately withdrawn and currently enrolled students are unable to complete their studies, we will consider the implications for each student and hold individual meetings to discuss future study options. We commit to either:
- transfer students to another suitable WUC course of study; or
 - facilitate transfer to a course at another higher education provider (though WUC cannot guarantee acceptance onto a course at other providers).
- e) Where a course is withdrawn before you have had the opportunity to complete your studies, and where you decide to withdraw from WUC, we commit to refund all tuition fees for years of study that you were not able to complete. In this scenario we will also refund reasonable maintenance costs for the years of study that you were not able to complete. Reasonable maintenance costs will be calculated according to individual circumstances but will normally include the accommodation and travel costs you have incurred as a result of studying at the University College.
- f) Where a course is withdrawn before you have had the opportunity to complete your studies, and where you transfer to another institution to complete the course you commenced at WUC, we will refund any difference in the tuition fee costs.
- g) Where a withdrawn course is to be “taught out” to currently enrolled students, but a student is still unable to complete their course (for example due to an earlier intermission or repeat year), the provisions noted in clauses 3.2.4 and 3.2.5 shall apply.

3.3 Loss of Tier 4 sponsor licence (applicable to international Tier 4 students only)

- a) Under the terms of our Tier 4 sponsor licence, the Home Office reserves the right to revoke our licence in certain circumstances. The conditions of that revocation are beyond the control of the University College and it is possible that currently

enrolled international (Tier 4) students would have their visas curtailed. The University College has never in the past suffered a revocation of its Tier 4 licence. **We continue to actively manage the risks associated with our Tier 4 sponsor duties and consequently we consider there to be a low risk that our Tier 4 licence will be revoked.**

- b) In the event that the University College's Tier 4 sponsor licence is withdrawn, we will make contact with all prospective and current Tier 4 students within 48 hours. We will consider the implications for each student and hold individual meetings to discuss available options.
- c) With respect to Tier 4 offer holders, we will liaise with UCAS, or directly with you, to facilitate substitute application choices at other providers. We will refund, within 5 working days, any deposits paid to the University College.
- d) With respect to currently enrolled Tier 4 students, we will make reasonable endeavours to facilitate a transfer to another higher education provider. We will refund, within 30 days, all tuition fees and reasonable maintenance costs for the years of study that you were not able to complete.

3.4 Disruption to teaching or assessment

- a) Where it is necessary to cancel a scheduled teaching event, for example due to staff sickness, we will seek to reschedule the event or to substitute it with an equivalent activity or suitable set of learning materials. We will use reasonable endeavours to avoid significant changes to your timetable, however this is sometimes unavoidable and we will not normally compensate students for occasional cancellations or changes.
- b) It is possible that you may experience a period of sustained interruption to your course, for example due to multiple staff shortages or local or national industrial disputes. In the unlikely event that this occurs, we will seek to make changes to course delivery so that teaching and assessment can continue, rather than closing or suspending your course. We will ensure that normal services are resumed as soon as possible and we will make reasonable endeavours to prevent you being disadvantaged by the action.
- c) It is possible that you may experience disruption to your studies as a result of events beyond the reasonable control of the University College. This might include, but is not limited to:
 - extreme weather;
 - war, riots or civil commotion;
 - an actual, suspected or threatened act of terrorism;
 - national emergencies;
 - pandemic, quarantine or widespread illness; and
 - default of suppliers of sub-contractors.

- d) In such circumstances the University College will resume normal services as soon as possible and will use reasonable endeavours to prevent you being disadvantaged by the situation.
- e) Where an operational, financial, regulatory or “force majeure” event requires the University College to make a major change to your teaching or assessment, we will ensure that you are not financially penalised, either with respect to tuition fees or reasonable costs, should additional periods of teaching and assessment be required beyond your original course schedule.
- f) Where unforeseen events mean that you are unable to continue your studies at the University College, we will refund all tuition fees and reasonable maintenance costs for the years of study that you were not able to complete. Where you transfer to another institution to complete the course of study you commenced at WUC, we will refund any difference in the tuition fee costs.
- g) The University College accepts no liability for failure to perform any of its obligations under its Terms and Conditions where that failure is caused by an event beyond the reasonable control of the University College which could not have been foreseen or prevented even if the University College had taken reasonable care.

3.5 Loss of university status or withdrawal of designation for student support purposes

- a) In the event that the regulator removes university status or withdraws designation for student support purposes, we expect the change to be applied in a transitional manner such that currently enrolled students are not directly affected. We will make reasonable endeavours to minimise disruption to currently enrolled students and we commit to informing all offer holders as soon as possible.
- b) **The University College has no reason to believe that loss of university status or withdrawal of designation is likely to occur during the course of your studies.**

3.6 Institutional closure

- a) Where the University College has no option other than to close, it will take the following steps to protect continuation of study for all students:
 - i. Wherever possible closure will take place on a phased basis, so that currently enrolled students are able to complete their studies.
 - ii. Where the above is not possible, we will facilitate transfer to a course at another higher education provider (though WUC cannot guarantee acceptance onto a course at other providers).
 - iii. We will explore the possibility of merger with another institution to maintain all or part of our current provision.
- b) The University College is asset rich (£36.7m) and has a low level of debt. The cash position remains strong and as such the University College considers itself in a positive position to meet its commitments as they fall due, including the teach-out of all current students in the event of institutional closure. Our estate is 220

hectares, which includes numerous assets with varying degrees of liquidity. They are not considered to be dependent on each other and, if disposed of independently, would not adversely affect the University College's higher education provision. Furthermore, the University College's income is derived from a diverse range of sources, including, but not limited to, further education income and funding, rent from halls of residence, commercial lets, rent from houses, short courses and conferencing and events. **Based on the current financial position of the University College, we have no reason to believe that institutional closure is likely to occur during the course of your studies.**

4. Further information and feedback

- 4.1 This Student Protection Plan was developed in consultation with WUC students during spring-summer 2018 and with the support and involvement of the Writtle University College Students' Union.
- 4.2 This document will be reviewed and republished on an annual basis. Student Protection Plans applicable to each cohort of students (from 2019-20 onwards) are available on the Writtle University College Website.
- 4.3 If you have a concern that this Student Protection Plan has not been applied correctly, or that the terms of this plan have been insufficient to address disruption to, or discontinuation of, your studies, please contact the Director of Academic Studies in the first instance. If you remain dissatisfied with the actions taken to address your concerns, you may submit a complaint by following the WUC complaints procedure (http://writtle.ac.uk/PDFS/complaints_procedure.pdf).