

**City, University of London**  
**Student Protection Plan 2018-19**

**1. What is a Student Protection Plan?**

1.1 When you accept an offer and register for a City degree programme, we fully expect to be able to deliver that programme to completion of your studies.<sup>1</sup> However, in rare circumstances, factors may occur that mean this delivery will no longer be possible. These include:

- The closure of City, for example as a result of weak financial performance.
- Loss of Professional, Statutory and Regulatory accreditation for a particular programme or set of programmes, which means that students completing them would no longer meet the requirements to practice (e.g. Nursing, Law).
- Loss of University status or Degree-awarding powers, which means that we are not able to continue to award recognised degrees for our programmes.
- Suspension of City's Tier 4 licence by the UK Home Office, which means that we are not able to recruit and register students from outside the European Union.
- A decision by us to close a programme because there are insufficient student enrolments.
- Closure of a programme due to loss of staff meaning we do not have the academic expertise to deliver the programme.
- A significant change in location of one or more City sites which makes it impractical for students to attend the programme.
- Matters which are beyond our control, details of which are set out in our [Terms and Conditions](#).

1.2 Our Student Protection Plan provides you with further details of the risks of these events occurring and confirms how we manage and respond to these risks to protect your interests.

1.3 We publish our Student Protection Plan alongside our Terms and Conditions to both applicants considering applying to City the following academic year, and to current students. The Plan is updated on an annual basis and updates are published accordingly.

1.4 The higher education regulator, the Office for Students, requires every higher education provider to publish a Student Protection Plan. Our Plan is reviewed on an annual basis by the City's Executive Committee, the body that makes university management decisions, to ensure it remains up to date.

1.5 Our Student Protection Plan contains 7 parts:

1. What is a Student Protection Plan?
2. How we assess risks that could affect our ability to continue to deliver the degree programme on which you are studying.
3. Our assessment of risks for 2018-19
4. Measures we put in place to manage or mitigate any risks
5. Our approach to financial matters should we not be able to continue to deliver a degree programme.
6. How we communicate with you about the Student Protection Plan

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<sup>1</sup> All references in this document to 'completion of your studies' or similar wording is subject to you passing the relevant requirements for your programme as set out in your Programme Handbook as well as complying with City's broader Regulations.

## 7. Contact point and questions

- 1.6 City staff are aware of the impact of the Student Protection Plan through published policies about programme change and termination, and this is supplemented by general support available from staff in Student & Academic Services. In determining support for affected students, we consider the needs of different students as defined by the Equality Act 2010, recognising that needs may vary. We also recognise that any student may need tailored support.

## 2. How we assess risks that could affect our ability to continue to deliver your degree programmes

- 2.1 As a large organisation, City has a formal system for reviewing and monitoring the range of potential risks that could impact on our ability to deliver your degree programme. Our Risk Register is the formal document that records all risks, the likelihood of them occurring and the actions we take to minimise the risk. The Risk Register is reviewed regularly by City's Executive Committee as well as by the governing body, called Council, and Council's Audit and Risk Committee. The Students' Union President is a member of Council and is also in attendance at meetings of City's Executive Committee.

## 3. Our assessment of risks for 2018-19

- 3.1 Our Risk Register shows that our assessment of not being able to continue delivery of our degree programmes is very low. In making this assessment, the factors we have considered that are within our control are:

### 3.2 Financial performance leading to City's closure

Our financial performance is strong, and we have business continuity plans including reserves. We constantly monitor our financial performance against key performance indicators to ensure that we are in a strong position. The most recent report on City's financial performance is published [here](#).

### 3.3 Loss of Professional, Statutory and Regulatory Body accreditation

A large proportion of our courses are regulated by Professional, Statutory and Regulatory Bodies (PSRBs). These are external organisations that prescribe the way in which we deliver, assess and manage programmes to meet specific competencies required to practice (e.g. Nursing, Law). Our website highlights which programmes have PSRB regulation. City's performance is systematically strong at meeting PSRB requirements and reviewed annually and periodically through our quality and standards framework.

### 3.4 Loss of University Status or Degree-Awarding Powers

City has a strong history of meeting all external regulatory requirements. We regularly review our governance and processes to ensure that they remain fit for purpose. This includes the processes that underpin the quality and academic standards of our degrees.

### 3.5 Suspension of Tier 4 licence

The Tier 4 licence is granted by the UK Home Office Government Department to permit us to recruit and register students from outside the European Union. Maintaining this licence requires City to comply with a set of Home Office regulations. We regularly review our data and processes to ensure continued compliance with these regulations and we consistently pass the basic compliance assessment.

### 3.6 Programme closure

We closely monitor recruitment patterns, the relevance of our courses to the market and succession planning of academic staff in relation to the on-going delivery of our programmes. In any instance where we take a decision to propose closure of a course, we undertake the actions set out in Sections 4 and 6 below. The same process applies if we were to withdraw a particular mode of delivery of a programme (e.g. part-time).

### 3.7 Loss of expertise to teach a programme

Academic expertise is managed closely for each programme. Where a member of staff leaves or is on sabbatical, appropriate arrangements to replace relevant expertise are put in place through School management structures.

### 3.8 Change in Location

The majority of City's programmes are delivered on the main site in and around Northampton Square. Our postgraduate business courses are delivered in Bunhill Row and our postgraduate law courses are delivered on our sites at Gray's Inn. Each location is approximately 20 minutes' walk from the main Northampton Square site. Substantial parts of our health programmes are delivered through external placement locations within the London region. We also deliver a number of programmes in other London or international locations either solely or in partnership with other organisations. Currently, the only planned location change is that from 2020/21, our postgraduate Law provision will be delivered from new purpose-built premises on the main Northampton Square site. This relocation, including mitigation of risks, is being managed by a Project Board reporting to City's Executive Committee.

### 3.9 Matters beyond our control ('Force Majeure')

In addition to those actions within our control and Risk Register, section 12.3 of our Terms and Conditions set out events that are beyond our reasonable control, and the reasonable steps that we would take to minimise disruption to your studies should such events arise.

### 3.10 Changes in programme content or delivery in continuing programmes

We set out arrangements for consulting and communicating with applicants and students about material changes to the content or delivery of continuing programmes in our [Programme Amendment Policy](#) and in our Terms and Conditions.

## **4. Measures to manage or mitigate any risks**

- 4.1 In any event of City discontinuing a degree programme for which you have accepted an offer or are already studying, our first intention, wherever possible, would be to 'teach out' the programme until you had completed your studies.
- 4.2 Should 'teach out' not be feasible, we would provide information about why this was the case. Circumstances where 'teach out' may not be feasible include if City closed, lost University status or degree-awarding powers, lost professional accreditation for particular courses, or was unable to replace loss of staff expertise. Our Terms and Conditions set out the steps that we would take and the options available to you should we withdraw a programme.
- 4.3 Our responsibility extends to programmes that are delivered in partnership with another higher education provider, including where City awards degrees (through validation) for programmes designed and taught by other institutions. For those students studying on doctoral programmes, should circumstances lead to City no longer being able to offer you

suitable research expertise, the Terms and Conditions set out the steps that we would take and the options available to you.

- 4.4 In the event of City's Tier 4 licence being suspended, we would use reasonable endeavours to work with the UK Home Office to enable us to 'teach out' programmes for students and offer-holders studying with us on a Tier 4 visa. Should 'teach out' not be possible, we would use reasonable endeavours to support students to transfer to an alternative comparable programme with another Higher Education provider in the UK.

## **5. Our approach to financial matters**

### **5.1 Tuition Fees**

Our Terms and Conditions state that if we are unable to deliver your programme for reasons within City's reasonable control (as set out at 3.2-3.8 above) and you were unhappy with the replacement programme provided or if City was unable to provide you with a suitable replacement programme, City's Terms and Conditions set out that you may have an option to cancel the contract with us and be entitled to a full refund of tuition fees. If you cancel the contract with us, we will use reasonable endeavours to assist you in finding an alternative comparable programme with another Higher Education provider in the UK. City has processes in place that would enable fees to be refunded to students, sponsors, or the Student Loans Company, as appropriate, in the event of a programme ceasing. This information will be published to applicants and students from 2018/19.

### **5.2 Financial compensation**

If City was unable to make arrangements for you to complete your studies, study on an alternative replacement programme, or if you suffered other loss or damage as a result of the discontinuation of the programme due to circumstances within City's reasonable control, we would consider this impact and any associated compensation claims on a case-by-case basis at that time. Cases would be considered through our [Student Complaints procedure](#). Our ability to offer appropriate compensation in those cases would be underpinned by our financial position referred to above and insurance cover we have in place.

## **6. How we communicate with students about the Student Protection Plan**

- 6.1 We provide every applicant and student with access to this Student Protection Plan alongside our Terms and Conditions. These are published on our website and agreed to when an applicant accepts an offer of a place on a programme. We will review the content of our Student Protection Plan annually in partnership with the Students' Union prior to it being approved by the relevant City committees.
- 6.2 If any event arose within our control where we could no longer deliver a degree programme, we would provide students with a notice period. This notice period would be dependent on the specific circumstances of the programme closure but we would endeavour to manage any programme closure in a timely manner. As noted earlier, City would take reasonable steps to provide a notice period that enables students to complete their studies or transfer to a suitable alternative programme. In these circumstances we would also:
- Create a plan to work with and support students affected, including communications.
  - Meet with affected students individually and collectively at the earliest opportunity to share reasons for the situation. Collective meetings would be held in the presence of the Students' Union. Individual students would also be entitled to have representation and support at individual meetings.

- Set out the actions City would take to identify alternative provision.
- Provide students with support from our support and well-being services, including tailored support depending on the specific needs of a student.
- Signpost the availability of independent advice from the [Students' Union Advice Service](#).
- Provide written information to confirm the position.
- Make provision for further face-to-face meetings.
- Take actions in conjunction with programme representatives and in partnership with the Students' Union.
- Provide timescales in which students may wish to submit formal responses that were dependent on the specific circumstances and designed to be in students' interests.
- Confirm the process for any formal complaints about the implementation of the Student Protection Plan.
- Make provision for any financial compensation that is relevant to any significant impact arising from transfer of programme or provider or other relevant costs.

## **7. Contact Point and Questions**

If you have any queries about the Student Protection Plan please contact us in Student & Academic Services via the email address [termsandconditions@city.ac.uk](mailto:termsandconditions@city.ac.uk)

Date: Approved by City's Executive Committee on 30.04.18