

# University Centre Colchester Student Protection Plan

For the period  
1 September 2023- 31 August 2024

| Details                |                                       |                  |                 |
|------------------------|---------------------------------------|------------------|-----------------|
| Owner                  | Dean of Higher Education              |                  |                 |
| CE Sponsor             | Principal and Chief Executive Officer |                  |                 |
| Date created this year | 16 Oct 2023                           |                  |                 |
| Version:               | Approved by:                          | Date approved:   | To be reviewed: |
| 1                      | College Executive                     | 5 October 2023   | August 2024     |
| 1                      | Curriculum and Quality Committee      | 16 November 2023 | August 2024     |

## Equality Impact Assessment Tool

|          |   | Yes/No | Comments |
|----------|---|--------|----------|
| <b>1</b> | <b>Does the policy/guidance affect one group less or more favourably than another on the basis of:</b>      |        |          |
|          | Race or ethnicity   | No     |          |
|          | Disability  | No     |          |
|          | Gender  | No     |          |
|          | Religion or belief  | No     |          |
|          | Sexual orientation  | No     |          |
|          | Age   | No     |          |
|          | Marriage and Civil Partnership  | No     |          |
|          | Maternity and Pregnancy   | No     |          |
|          | Gender Reassignment   | No     |          |
| <b>2</b> | <b>Is there any evidence that some groups are affected differently?</b>                                     | No     |          |
| <b>3</b> | <b>If you have identified potential discrimination, are any exceptions valid, legal and/or justifiable?</b> | N/A    |          |
| <b>4</b> | <b>Is the impact of the policy/guidance likely to be negative?</b>  | No     |          |
| <b>5</b> | <b>If so, can the impact be avoided?</b>  | N/A    |          |
| <b>6</b> | <b>What alternatives are there to achieving the policy/guidance without the impact?</b>                     | N/A    |          |
| <b>7</b> | <b>Can we reduce the impact by taking different action?</b>   | N/A    |          |

## Contents

|  |    |
|--|----|
| Introduction .....   | 4  |
| 1. An assessment of the range of risks to the continuation of study for UCC students, how those risks may differ based on students' needs, characteristics and circumstances, and the likelihood that those risks will crystallise ..... | 5  |
| 2. The measures in place to mitigate those risks that considered to be reasonably likely to crystallise .....  | 7  |
| 3. Information about the policy in place to refund tuition fees and other relevant costs to students and to provide compensation where necessary in the event that UCC is no longer able to preserve continuation of study.....          | 8  |
| 4. Information about how UCC will communicate with students about its Student Protection Plan  | 13 |

## Introduction

**This Student Protection Plan (SPP) is a document in which University Centre Colchester (UCC) sets out information it considers relevant to enabling students to understand how the institution intends to respond if financial or operational problems arise.**

For the purpose of this document, all risks have been categorised in the following, equally structured framework:

| <b>Risk</b> | <b>Descriptor</b> | <b>Percentage</b> |
|-------------|-------------------|-------------------|
| Very high   | Highly likely     | 80-100%           |
| High        | Likely            | 60-79%            |
| Possible    | Probable          | 40-59%            |
| Low         | Unlikely          | 20-39%            |
| Very low    | Highly unlikely   | 0-19%             |

**1. An assessment of the range of risks to the continuation of study for UCC students, how those risks may differ based on students' needs, characteristics and circumstances, and the likelihood that those risks will crystallise**

The risks to continuation of study for students at UCC fall into three categories, which reflect the risks for many providers of Higher Education in the UK. They are financial, operational and environmental. UCC defines these as the ability to meet its financial obligations, the capacity to operate as an organisation, and the environment in which it functions.

**1.1 Financial**

The risk that UCC is unable to operate is low to medium because its income stream consists of a mixture of new and returning students. As such, only a percentage of its customer base is likely to change every academic year, thereby offering the organisation a financial base line from which to plan and operate. At present, UCC has less than 1% international students, which further reduces the risk of fluctuation in recruitment. UCC is the Higher Education delivery arm of Colchester Institute Corporation, a College of Further and Higher Education with an annual turnover of c. £40 million, of which approximately 5% is its Higher Education element. The Corporation was established under the auspices of The Further and Higher Education Act 1992, for the purpose of conducting Colchester Institute. Colchester Institute is an exempt charity for the purposes of the Charities Act 2011'.

**1.2 Operational**

Operational risks split into three sub-categories: staffing, IT and compliance.

**1.2.1 Staffing**

UCC considers the risk to staffing to be very low to low because of its strategic approach to recruiting academic members of staff. While many HE staff are recruited to work within one distinct subject area, where appropriate, UCC will appoint staff who have evidenced expertise in more than one academic discipline. This gives the organisation additional academic resilience in the delivery of its programmes. UCC also appoints current practitioners, who teach part time and continue to practise in their industrial field. This enriches the student experience and means that staff have dual income streams – their specialist work and their teaching at UCC.

**1.2.2 IT**

Risks to IT include internal system failure as well as external threats which the organisation addresses through a dedicated IT risk register. There is an annual spend on dedicated support facilities and a maintenance team of c.5% of its annual turnover. This risk is therefore considered to be low to possible.

**1.2.3 Compliance**

The risk in compliance consists of academic and non-academic elements. The primary academic risk to UCC's ability to function is the potential for losing its validation status. This risk is very low, given the strong institutional track-record in this area, the expertise of administrative and academic staff, and the organisation's active engagement with external bodies that measure the quality of provision in Higher Education. UCC also acknowledges the need to comply with the Higher Education and Research Act 2017.

UCC operates a 'teach-out' policy for its programmes, which significantly reduces the risk of non-completion to students. For further details please see section 2.1 and 4.4.3 of the present document.

For information about course closure, please see section 3.1. Information about mitigating circumstances can be found in section 2 of this document.

Non-academic risks may arise from interaction with legislation in a wider context. This includes, but is not exclusive to, the Equalities Act 2010, the Health & Safety at Work Act 1974 and the General Data Protection Regulations 2018. UCC regards these risks as low to possible, due to the staffing and expertise in these areas in Colchester Institute, and the evidenced committee structures that address such topics.

Colchester Institute is a Tier 4 license holder but has, on average, fewer than three students per annual intake whose enrolment is the result of the organisation's Tier 4 license. The risk to student recruitment of losing its Tier 4 license is therefore so minimal that it does not warrant the consideration of mitigating steps.

### **1.3 Environmental**

This is a risk faced by many organisations as, for example, fire, flood, disease and any other element associated with force majeure is not necessarily sector-specific. UCC mitigates against such events through site inspections, ongoing Health & Safety inspections, investments in IT security, risk assessments, disaster recovery plans, business continuity plans and the maintaining of relevant insurance policies. Insurers also undertake their own regular inspections and equipment surveys.

## **2. The measures in place to mitigate those risks that considered to be reasonably likely to crystallise**

Section 1.2.3 of the present document identifies, amongst others, risks associated with the academic provision for students. This applies to students whose courses are based on UCC's Colchester campus.

### **2.1 UCC**

UCC operates a 'teach-out' policy for its programmes in recognition of its contractual obligation to its existing students. As a provider that places emphasis on smaller class sizes and the value of individual feedback and feedforward as an essential part of its student experience, the process of 'teaching out' a course due to a strategic shift in institutional priorities will have limited impact on the student experience. The organisation's business model is based on smaller class sizes, underlining that UCC has both the means and the experience to 'teach out' courses.

The sharing of selected modules across related disciplines is part of UCC's delivery strategy, in an attempt to demonstrate to students the employment value of developing transferable skills and interdisciplinary understanding. Therefore, the institution is committed to enabling students who wish to transfer from one programme to another to do so. However, once a course population has reduced to a point where the notion of a programme community may no longer be applicable (usually by the time only one year group remains on the course), UCC will make every reasonable effort to assist students in transferring to another provider, should the student wish to do. Students wishing to remain at UCC during a 'teach-out' period, are entitled to make this decision and will be supported by UCC.

This includes, but is not limited to, certification of credit or a record of academic achievement to facilitate admission to another provider.

**3. Information about the policy in place to refund tuition fees and other relevant costs to students and to provide compensation where necessary in the event that UCC is no longer able to preserve continuation of study**

UCC regards refunds and compensation to be a measure of last resort and is therefore committed to taking all reasonable steps to ensure students are able to continue and complete their studies at UCC. In the unlikely event of UCC not being able to preserve continuation of study, the following principles and regulations apply.

UCC recognises that financial compensation in the form of a refund may not always be the appropriate response to a complaint, and it is unlikely that most issues will be resolved in this way. Alternatives to financial compensation might include an apology and/or goodwill gesture, or an offer of alternative learning methods if the course cannot be delivered in the way it was originally intended. A repeat delivery of the relevant course element may be offered where possible.

UCC will provide students with as much clarity as reasonably possible about the content of their higher education programme, location of their studies and timetable prior to the commencement of each semester and will aim to minimise changes to programmes of study which could result in disruption to learners during the academic year.

This policy applies to all students whose programmes are delivered by UCC, irrespective of the funding arrangements for their higher education programme, including:

- Students in receipt of a tuition fee loan from the Student Loans Company;
- Students who pay their own tuition fees;
- Students whose tuition fees are paid by an employer or a third party.

**Refunds**

The UCC refund policy covers course closure, course suspensions and student withdrawals.

**3.1 Course closure**

3.1.1 Refunds will be made where it is necessary to close a course due to insufficient numbers or where the attendance of students is made impossible or inappropriate by some action of the college. Should this action prove necessary, the refund will be processed as part of standard procedures.

In the event of a course closure, refunds will not be paid to those students who have:

- (i) Voluntarily left the course;
- (ii) Not attended for a period of four weeks prior to closure without previously agreeing a period of planned absence with their course leader.

Refunds will not be made for any personalised items or materials which are being retained by the student.

UCC will honour requests for a refund made in writing within 14 days of enrolment, where a student or their sponsor changes their mind and they withdraw from their programme of



study, with the exclusion of short courses of less than one month. These requests should be made to Academic Services by email to [uccacademicservices@colchester.ac.uk](mailto:uccacademicservices@colchester.ac.uk).

Student cohorts whose continuing studies are not directly affected by a course closure (e.g. Yr 2 or Yr.3 students in the case of no Yr.1 intake) are not eligible for refunds if UCC is able to provide the required tuition in the second or third year of study.

3.1.2 If a refund is agreed through either course closure, within the 14 day enrolment period, or as a result of an investigation through the UCC Complaints Policy and Procedures, the following refund process will apply:

- Payments will be returned via the original payment method used, unless a card or account has expired, in which case refunds will be by bankers transfer;
- Where the original payment was received from the Student Loans Company, refunds will be made to the Student Loan Company. The Student Loan Company will reclaim fees as a result of the college completing a change of fee notification. The Student Loan Company will then be responsible for amending the student's repayments to reflect the reduced loan amount;
- Where fees were invoiced to and payment received from an employer/sponsor, refunds will be returned to the employer/sponsor by the same payment method.

### **3.2 Course suspension**

3.2.1 Fees will not be refunded where course suspension is temporary due to circumstances beyond our control, including but not exclusive to fire, flood or other force majeure, adverse weather conditions, failure of public utilities or transport systems/networks, restrictions imposed by the government, terrorist and/or cyber attack or threat of, epidemic or pandemic disease, temporary staff absences or changes including those due to industrial action.

### **3.3 Student withdrawal**

3.3.1 This policy applies to enrolled students who subsequently withdraw from their programme of study before completion. In all cases application for refund of fees will only be considered if Colchester Institute has received a written notification of withdrawal. A written notice of withdrawal should be submitted to UCC Academic Services as per the UCC Fee Policy. If students are seeking a refund, the request should be submitted to the Dean of Higher Education within two weeks of the date printed on their withdrawal confirmation letter sent from Registry.

3.3.2 When calculating the date of withdrawal, a student's ongoing engagement with the learning opportunities provided by the course will be considered. This will include their last positive register mark, tutorial appointment, accessing of virtual learning environment and/or submission of work. Further details can be found in the UCC Withdrawal and Intermission policy.

3.3.3 In the event of a student withdrawing or intermitting after an attendance confirmation has been submitted to the Student Loan Company for liability period 1, 2 or 3, no refund will be made by Colchester Institute for that period.

3.3.4 In the event of a self-funded or sponsored student withdrawing or intermitting no refund will be made for the term in which they withdraw.

If a student has self-funded the full tuition fees in advance, they will be eligible for the following refunds:

| <b>Date of Withdrawal</b>                               | <b>Refund Amount</b> |
|---|----------------------|
| Before 2nd January 2024                                 | 75% Refund           |
| Between 2nd January 2024 and 1 <sup>st</sup> April 2024 | 50% Refund           |
| After 1 <sup>st</sup> April 2024                        | No Refund            |

- 3.3.5 All refunds are subject to a £75 administration fee with the exception of the deposit paid by students awaiting a Student Finance England loan, which will be returned when the loan is confirmed.
- 3.3.6 Any refund will take account of any bursary payments already made and may result in no refund being to the student.
- 3.3.7 If a refund is agreed through either course closure, within the 14 day enrolment period, or as a result of an investigation through the UCC Complaints Policy and Procedures, the following refund process will apply:
- Payments will be returned via the original payment method used, unless a card or account has expired, in which case refunds will be by cheque;
  - Where the original payment was received from the Student Loan Company, refunds will be made to the Student Loan Company. The Student Loan Company will reclaim fees as a result of the college completing a change of fee notification. The Student Loan Company will then be responsible for amending the student's repayments to reflect the reduced loan amount;
  - Where fees were invoiced to and payment received from an employer/sponsor, refunds will be returned to the employer/sponsor by the same payment method.
- 3.3.8 A refund request in response to an issue with academic quality or the delivery of the course should follow the procedures set out in the UCC Complaints and Procedures policy. Initial contact should be made by writing to [uccacademicservices@colchester.ac.uk](mailto:uccacademicservices@colchester.ac.uk)
- 3.3.9 Students should explain in detail the issue/problem experienced and why they believe that they are entitled to a refund. This must be done within 14 days of the issue occurring to give UCC sufficient time to explore options for remedying the issue. The policy will be applied and if the student's request is successful, the student may receive a refund if this is deemed the appropriate resolution, subject to the authorisation from the Dean of Higher Education (or his/her nominee). If the student's request is rejected, a rationale will be given and the student will be advised on how to appeal the decision.

### **Transfers between UCC courses**

3.3 The following rules apply to transfers where a student:

- (i) Transfers from a course UCC has closed to an alternative higher fee UCC course: the difference will be paid by UCC;
- (ii) Transfers to a UCC course with a similar tuition fee: no charge applies;

- (iii) Decides to transfer from a UCC course to a UCC course with a higher tuition fee the student will be required to pay the difference between the course tuition fees.

### Compensation

- 3.4 In the event that it is not possible to preserve continuation of study necessitating a transfer to an alternative UCC course, the arrangements outlined in paragraph 3.3 above will apply.
- 3.4.1 Where the consequences of UCC’s decisions (e.g. a course closure) make it necessary for students to transfer to an alternative provider within a reasonable distance, or there is a change in the location of the course (which was not notified to the student prior to the commencement of the academic year), UCC will consider appropriate compensation for additional travel or other costs directly attributable to the non-preservation of continuation of study.
- 3.4.2 UCC’s priority will always be to ensure that students receive the education experience outlined in the organisation’s course information (whether on-line or in hard copy format) and its learning agreement. Where as a result of an investigation through the UCC Complaints Policy and Procedures it is concluded that this has not been the case, appropriate financial or other compensation may be offered.
- 3.4.3 UCC is aware of OIA guidance on considering whether it is appropriate to recommend compensation payments to higher education students for distress and inconvenience. Using the OIA’s criteria for categorisation, UCC will consider the following indicative compensation awards in such cases:

| Indicative Compensation Bands Distress and Inconvenience Awards for Higher Education Students |                           |
|---|---------------------------|
| Level of distress and inconvenience   | Indicative compensation   |
| Moderate  | Up to £250                |
| Substantial   | Between £251 and £1,000   |
| Severe  | Between £1,001 and £2,500 |

The above amounts are indicative only and any compensation payments will be determined by the specific circumstances applicable to the student. Any payments over £2,500 will only be considered in exceptional circumstances. The categories set out above are defined below.

#### **Moderate:**

- An act or omission by UCC which has caused some distress and inconvenience in the short term (e.g. less than 6 months).
- Moderate delays (i.e. less than 6 months) or other procedural irregularities on the part of CI/UCC where there is evidence to suggest the student suffered material disadvantage.

#### **Substantial:**

- An act or omission by UCC which has caused some distress and inconvenience in the long term (e.g. more than 6 months);

- Substantial mishandling of the complaint by the college which has resulted in or caused unreasonable or avoidable substantial delay (e.g. over 6 months) where there is evidence to suggest the student suffered material disadvantage.

**Severe:**

- Cogent and contemporaneous evidence to suggest that, as a result of UCC's acts or omissions, the student has suffered from ill health;
- Major maladministration, procedural flaws, delays or other breaches of natural justice in UCC's internal process resulting in material disadvantage to the student;
- Where there has been a clear material disadvantage to a student as a result of UCC's acts or omissions, but a practical remedy is inappropriate or impossible.

**Financial Implications of the Refund and Compensation Policy**

- 3.4.5 UCC will incorporate provisions within its annual budget for the potential payment of tuition fee and other refunds and compensation payments to students. A combination of cash reserves and (where appropriate) insurance policies will be allocated in those circumstances where students where at increased risk of non-continuation of study have been identified. Arrangements will be in place from the point of approved registration with OfS.

#### **4. Information about UCC will communicate with students about its Student Protection Plan**

##### **4.1 UCC will publicise its SPP to current and future students by adopting the following approach:**

###### **Perspective students**

- Listing of SPP on UCC website under <https://www.colchester.ac.uk/ucc/ucc-policies-and-procedures/>;
- Inclusion of SPP web address on the following promotional material: UCC prospectus, UCC marketing leaflets aimed at applicants;
- Listing of SPP address in student recruitment presentations

###### **Current students**

- Listing of SPP on UCC website under [www.ac.uk/academicservices/spp](http://www.ac.uk/academicservices/spp);
- Inclusion of SPP web address in Dean's and Head of School presentations to students at the beginning of the academic year;
- Listing of SPP web address in UCC student handbook

##### **4.2 UCC will share the SPP with new and current staff by:**

- Listing of SPP on UCC website under <https://www.colchester.ac.uk/ucc/ucc-policies-and-procedures/>;
- Including of SPP in staff induction and training programmes;
- Reviewing of SPP on an annual basis at Academic Board, the minutes of which are made available to students on the website;
- Making specific reference to the SPP as part of course proposal and course innovation forms

##### **4.3 UCC will work with current students to ensure both validity and currency of the SPP by:**

- Reviewing the SPP once per academic year;
- Embedding the SPP as a standing item in committee structures which have student representation;

- Seeking feedback from the Students' Union on proposed updates and amendments

**4.4 UCC is committed to communicating the implementation of any part of the SPP to students in reasonable time and by a variety of means. UCC will achieve this by differentiating between day-to-day operational matters, medium-term academic innovation and long-term strategic planning.**

**4.4.1 Day-to-day operational matters**

In the event of a short-term campus closure due to ill weather or a Health & Safety incident, students are notified by text and email at the earliest opportunity. The information is also made available on UCC's website. UCC endeavours to re-schedule any lecture time affected, and reserves the right to do so via blended in-person and/or online delivery, as relevant to the discipline.

**4.4.2 Medium-term academic innovation**

UCC defines academic innovation as the ongoing process of updating and creating new resources, and updating or creating new course content. UCC will give students no less than 90 days' notice when making material changes to its programmes.

**4.4.3 Long-term strategic planning.**

In the event of a course or planned provider closure, UCC will implement the following approach:

- Fundamental to course closure is the consideration of the student experience. UCC operates a 'teach-out' commitment to course and institutional closure in recognition of its contractual obligation to its existing students. However, once a course population has reduced to a point where the notion of a course community may no longer be applicable (usually by the time only one year group remains on the course), UCC will make every reasonable effort to assist students in transferring to another provider, should the student wish to do so.
- As part of its commitment to students, UCC will make available in-person, independent advice on student entitlement and institutional responsibilities;
- Communication with students will be by email and letter, giving no less than 90 days' notice;
- Students will be provided with opportunities to meet with course tutors, Heads of Schools and the Dean of Higher Education in person during the 90 days' notice period;
- Students will be signposted to UCC's complaints procedure on matters of concern relating to the implementation of the SPP, in order to access formal routes of complaints, both within UCC and beyond.

## **Documents consulted**

*CMA UK higher education providers – advice on consumer protection law*

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/428549/HE\\_providers\\_-\\_advice\\_on\\_consumer\\_protection\\_law.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/428549/HE_providers_-_advice_on_consumer_protection_law.pdf)

*Compensation and Refund Policies – Developing Good Practice,*

<http://www.universitiesuk.ac.uk/policy-and-analysis/reports/Documents/2018/briefing-compensation-refund-policies-april-2018.pdf>

*Equality Act 2010,*

<https://www.gov.uk/guidance/equality-act-2010-guidance>

*Higher Education and Research Act 2017*

[http://www.legislation.gov.uk/ukpga/2017/29/pdfs/ukpga\\_20170029\\_en.pdf](http://www.legislation.gov.uk/ukpga/2017/29/pdfs/ukpga_20170029_en.pdf)

*Office of the Independent Adjudicator*

<https://www.oiahe.org.uk/media/2275/putting-things-right-february-2019.pdf>

*UCC Student Charter 2023-2024*