

UNIVERSITY CENTRE SOMERSET HIGHER EDUCATION STUDENT PROTECTION PLAN

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Date: June 2025
Review date: June 2027

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1 Introduction

- 1.1 The Student Protection Plan (“Plan”) was originally approved to meet the requirements of the Office for Students (OfS), in line with the Higher Education and Research Act 2017. It is an ongoing condition of registration for all UK HE Providers that an HE Student Protection Plan, is in place, is reviewed regularly and is available on the website for students to access.

2 Scope

- 2.1 This Plan applies to Higher Education (HE) students studying at University Centre Somerset (UCS), part of University Centre Somerset College Group (UCS College Group), with the exclusion of those students on a franchised programme where fees are paid directly to the partner university. At the time of writing this only applies to students registered with Oxford Brookes University (OBU). In that instance students should refer to the OBU Student Protection Plan and Compensation and Refunds Policy.
- 2.2 This Plan should be read in conjunction with our UCS HE Terms and Conditions and UCS HE Compensation and Refund Policy. In the event of any conflict between the UCS HE Compensation and Refund Policy and the Student Contract and/or Plan then the UCS HE Terms and Conditions shall take priority, then the Plan and then the Compensation and Refund policy.

3 Purpose

- 3.1 UCS is committed to helping you achieve successful outcomes from your studies. However, rarely, there may be unforeseen circumstances, often outside UCS’s control, which could result in changes having to be made to your programme. This Student Protection Plan has been written to explain what would happen in such circumstances and is considered by the UCS Senate (which is the senior academic body for HE and UCS and includes student and Governor representation) and is formally agreed by the Senior Management Team. The Student Protection Plan is made available to all students and prospective students via the [UCS website](#). The Dean of UCS is responsible for ensuring staff are aware of and implement the Student Protection Plan and the UCS HE Refund and Compensation Policy.
- 3.2 UCS is committed to communicating any changes to you as early as possible, setting out clear information and options. We would not normally change a programme of study for the students who are already on it. Changes would be made prior to new students starting, with accurate information being made available to prospective students. However, should changes occur we will take all reasonable steps to minimise disruption and to enable you to complete your studies as intended. You may, for example:

- be offered a modified version of the same programme of study
- be offered the opportunity to move to another programme of study
- be provided with advice to assist you to transfer to a different provider

However, where this is ultimately not possible and UCS has exhausted all reasonable mitigating options, you may be offered a financial refund and/or compensation in accordance with our UCS HE Compensation and Refund Policy.

3.3 In the event of any conflict between this Plan and our UCS HE Compensation and Refund Policy then this Plan will apply.

3.4 In the unlikely situation that you are required to transfer your programme of study, there may be implications for your student finance arrangements. If you are affected, UCS's HE Team will contact you and provide detailed information, advice and guidance based on this Plan, the terms and conditions and the UCS HE Compensation and Refund Policy taking account of your individual circumstances.

3.5 The Higher Education and Research Act 2017 requires UCS to have a Student Protection Plan, to protect your interests and detail the steps we would take where significant material changes must take place affecting the quality and/or continuation of your study, such as (but not limited to):

- Material changes to UCS programme delivery
- Industrial action
- The unanticipated departure of key members of college staff, where UCS is unable to provide a suitable alternative
- The cessation of programme delivery, likely cessation, or change of delivery mode
- Withdrawal of Higher Education Partners and associated programmes
- Failure to achieve Institutional (Re-)Approval
- Major changes in year to programme content
- Suspension and/or revocation of the University's Tier 4 International Sponsor Licence
- Changes to the regulatory framework affecting a specific programme and loss of accreditation from regulatory bodies

3.6 UCS does not accept any liability for any consequential or other economic loss (including loss of profits, loss of goodwill or loss of opportunity) resulting from any of the matters covered by this Plan. Only foreseeable loss will be covered by UCS.

3.7 It is important to note that whilst UCS will plan for a wide range of scenarios many of these are very unlikely to happen. UCS undertakes risk assessments in each area and adopts a central approach to risk management through its associated policy. UCS assesses the risk of the occurrence of the material changes listed above to be low because of a mix of its financial stability and business planning. The following section details the likely steps that would be taken in the unlikely event that any of these significant material changes occurs.

Working with you – Advice and Guidance

3.8 Where we anticipate changes which will affect your studies we are committed to:

- Letting you know as soon as possible
- Where appropriate working with the UCS Student Union and with student representatives to discuss the changes
- Providing you with advice and guidance on the proposed changes and the options that you have
- Applying where relevant our UCS HE Compensation and Refund Policy

Significant Material Change

Each of the following risks and UCS's response have been identified, with the likelihood and severity for each risk also included. This has been done using the scale below:

Likelihood	Rare	Unlikely	Possible	Likely	Almost Certain
Severity	Negligible	Minor	Moderate	Major	Critical

3.9 If there is significant material change to UCS activity

Where there is significant material change to programme delivery, we will normally consider whether it is practical to make changes to delivery, rather than closing or suspending the affected programme. The actions we will take to minimise disruption may include:

- Changes to the staffing of a programme, including the recruitment of alternative staff, where appropriate
- Temporary short-term suspension of programme delivery (e.g. where there is a change in the programme delivery location or staffing, with appropriate actions to mitigate the impact on you)
- Changes to the delivery location or method, which may include distance or hybrid learning
- Offering you the opportunity to transfer to an alternative programme of study
- Providing reasonable advice and guidance for you to access a programme run by another provider, including planning for the transfer of your credits and information about your academic progress.

UCS's risk management processes cover other mitigating actions affecting business continuity, such as acts of terrorism, damage to buildings or equipment in accordance with UCS College Group policies.

Likelihood of risk crystallising: **Possible**

Impact to students should the risk crystallise: **Moderate**

3.10 If key academic staff involved in delivering a programme are unavailable, where UCS is unable to provide a suitable alternative

This may happen because of long term sickness, retirement, death or leaving the UCS. Where possible we will:

- Seek to fill gaps as quickly as possible, by assigning responsibility to other current members of staff with appropriate skills and experience or recruiting externally, to minimise disruption
- Temporarily invoke a short-term suspension of programme delivery (e.g. where there is a change in the programme delivery location or staffing, with appropriate actions to mitigate the impact on you)
- Change the delivery location or method, which may include distance learning
- Where UCS cannot avoid closing a module or programme, the policy as outlined in 3.13 below will apply

Likelihood of risk crystallising: **Possible**

Impact to students should the risk crystallise: **Moderate**

3.11 If industrial action affects your studies:

We have established frameworks for consultation and negotiation with the recognised trade unions. We are highly committed to maintaining an effective employee relations culture and working with trade union colleagues to achieve reasonable solutions to matters that may arise from time to time. Where industrial action does occur, we will seek to follow [OFS expectations](#) to:

- Ensure that normal operations and services are maintained as far as possible.
- Develop effective contingency plans to take all reasonable steps to fulfil our responsibilities to you in ensuring that any disruption is minimised and that you are not, as far as is possible to determine, disadvantaged by the action.
- Prioritise the delivery of education when implementing contingency plans
- Communicate clearly with students and ensure timely support is provided
- Where appropriate submit reportable events about industrial action to the OFS
- Where appropriate pay fair compensation to students

Likelihood of risk crystallising: **Unlikely**

Impact to students should the risk crystallise: **Minor**

3.12 If we need to make major in-year changes to the content of your programme:

We would not expect to make any changes in-year to a programme. However, in the unlikely scenario that this is necessary, we will use all reasonable endeavours to

deliver your programme in accordance with its description for the academic year in which you began your programme. However, in the event of major in-year changes to programme content we will ensure that:

- We restrict changes to the minimum necessary to achieve the required quality of experience, and you are notified and consulted with as appropriate
- We work with you to ensure the offer is still acceptable
- Where necessary, you can withdraw from the programme.
- Where required, you are offered reasonable advice and guidance to transfer to another programme at UCS or another provider

Likelihood of risk crystallising: **Rare**

Impact to students should the risk crystallise: **Major**

3.13 If we cease delivering a programme (or if this were to become likely) or change its delivery mode:

We have established and tested procedures in place in the event of the suspension/ closure or change of delivery mode of a programme of study, however we would recognise that this may not always be in our control. Where there is a material impact on you, we will mitigate the effect by communicating with you to provide assurance that you will not be adversely affected by the decision and that you will be able to complete your studies.

Wherever possible we will enable you to complete your programme of study (what we call 'teaching out'). In doing this we will carefully manage our approach to staffing and other resources to ensure your studies are affected as little as possible.

Where it is not possible to teach out then we will consider whether there are options to: in-fill into appropriate programmes, provide an alternative or bespoke delivery model, change programmes at UCS or to transfer to complete your programme at another institution.

If this occurs we will undertake equality impact assessments to assess the effect on students with different needs, characteristics and circumstances to mitigate impact as far as possible.

If you have applied for a UCS programme of study, but have not yet enrolled, you will be notified (in accordance with UCAS deadlines where appropriate) and provided with advice and guidance to source an alternative suitable programme.

Likelihood of risk crystallising: **Unlikely**

Impact to students should the risk crystallise: **Moderate**

3.14 If the programme/Single Registerable Module (SRM) you are enrolled on loses its accreditation:

If your programme/SRM loses its accreditation from a professional, statutory or regulatory body, we will consider measures to protect your student experience, such as:

- Offering you the chance to move to another programme/SRM
- Delivering a modified version of the same programme/SRM
- Providing advice and guidance to you to switch to a different provider who has the relevant accreditation

Likelihood of risk crystallising: **Unlikely**

Impact to students should the risk crystallise: **Minor**

3.15 If the College's Tier 4 Sponsor Licence is suspended or revoked:

If our Tier 4 Sponsor status in relation to international students is suspended, we will take all reasonable steps to minimise disruption to you by, for example:

- Working with UKVI to allow you to complete your year of study or programme
- Allowing you to enrol and commence your studies, if you are already in receipt of a visa based upon an allocated Confirmation of Acceptance for Studies (CAS) from UCS
- Offering you the opportunity to postpone your application pending the resolution of the suspension (if you have not already commenced your travel to UCS)

Likelihood of risk crystallising: **Rare**

Impact to students should the risk crystallise: **Major**

If our Tier 4 Sponsor status is revoked, we will take all reasonable steps to minimise disruption to you by, for example, assisting you to switch to an alternative sponsor.

3.16 If the College loses Awarding Body approval, OFS registration, or if our university partners lose their degree awarding powers, or they are restricted

If the OFS restricts or revokes ours or our partner's OFS registration, degree awarding powers and/or University status, we will work with the OFS to:

- Ensure all reasonable steps are taken to minimise the resultant disruption to you
- Ensure that, as far as possible, changes are made in a transitional manner

If our programmes or those of our partners are de-designated for 'Student Support' purposes (so you were unable to access statutory student finance), we will take all reasonable steps to minimise disruption to you by, for example:

- Working with relevant funding bodies to allow you to complete your year of study/programme
- Partnering with another institution to maintain all or part of UCS's current provision
- Where the above is not possible, providing advice and guidance for you to transfer to an appropriate programme at another provider
- Assisting you by providing evidence/letters/statements in support of continuation of your studies

Likelihood of risk crystallising: **Rare**

Impact to students should the risk crystallise: **Major**

3.17 In the case of degree and higher apprenticeships a sub-contracted partner does not fulfil the requirements of the degree or the associated integrated End Point Assessment

- Take all reasonable steps to ensure the sub-contracted partner fulfils the requirements agreed. Where necessary this will include re-sitting the end point assessment
- Wherever possible we will enable you to complete your programme of study (what we call 'teaching out'). In doing this we will carefully manage our approach to staffing and other resources to ensure your studies are affected as little as possible
- Changes to the delivery location or method, which may include distance learning
- Changes to the staffing of a programme, including the recruitment of alternative staff, where appropriate
- Offering you the opportunity to transfer to an alternative programme
- Providing reasonable advice and guidance for you to access a programme run by another provider, including making arrangements for the transfer of your credits and information about your academic progress

Likelihood of risk crystallising: **Rare**

Impact to students should the risk crystallise: **Major**

UCS will do everything reasonably possible to mitigate significant material change, however, in the event of any of the above scenarios or for other reasons caused by our omission or default, you are unable reasonably to continue your studies then our UCS HE Refund and Compensation Policy will apply.

It is important to note that whilst UCS will plan for a wide range of scenarios some of these are outside our control. In relation to mitigation of risk, our university partners also undertake risk assessments on UCS and regularly review them.

Where UCS delivers programmes in partnership via another awarding institution the sections below will apply.

Where UCS works in collaboration with a partner institution to deliver University programmes, the responsibilities of the partner institution and the University are covered by a legally binding Academic Co-operation Agreement/contract. This agreement/contract reflects what needs to happen to preserve the experience of current students and those in receipt of an offer if the partnership is terminated or the partner ceases to operate in whole or in part for any reason.

In addition to its own academic and quality processes and approach to risk management, where UCS has a validating partner we are also subject to our partner University's Academic Partnerships monitoring of the academic standards and quality of student experience, this includes reviews of UCS's risk.

4 Review of Plan

- 4.1 We will review this Plan on the date specified on the front page and certainly within three years and will update and amend as required. We reserve the right to amend this Plan from time to time based on legal or regulatory change affecting you or us or best practice in the higher education sector.
- 4.2 For each iteration or if any variations are set to be made to the Student Protection Plan, students will be consulted and asked for their contributions on proposed variations made through UCS's Student Congress, and through the elected HE College and Group Student representatives.
- 4.3 The UCS College Group HE Student President is also the HE Student Governor who will also have input into these variations before these are signed off formally by the Policy Review Group on behalf of UCS Senate.