



St Mary's  
University  
Twickenham  
London

*OFFICE FOR STUDENTS*

*STUDENT PROTECTION PLAN*

Provider's name: **St Mary's University, Twickenham**

Provider's UKPRN: **10007843**

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## Student Protection Plan

### **1. Assessment of the range of risks to the continuation of study for students and the likelihood that those risks will crystallise**

- 1.1 The risk that St Mary's University (SMU), hereafter referred to as the 'University', as a whole is unable to operate is not high. Our financial plans for the coming year (and beyond) show us operating well within our cash resources and our Business Continuity Plan (appended to this document) is robust. The Board of Governors is fully committed to continuing to operate an excellent higher education institution on the current site.
- 1.2 The risk that the University loses the power to award degrees is low. The University has recently completed a successful QAA HE Review (2015/16) followed by a successful submission of QAA APR (2016/17) which concluded that the setting and maintenance of the academic standards of awards at the University meet UK expectations. The University has also recently received a TEF Silver award which provides further endorsement of the excellent teaching at St Mary's. In the event that any concerns were raised the University would work closely with the OFS and/or the DQB to ensure that these concerns were addressed and remedied before they reached the point of threatening the University's Degree Awarding Powers or loss of validation for any course.
- 1.3 The risk that the University may no longer be able to deliver programmes at our Strawberry Hill campus in the next three years is low. The University has operated on this site since 1923 and the site is owned outright. Although the University has plans for growth, it is anticipated that the planned growth could be accommodated on this site. There are no known significant risks to the continuation of the University on this site.
- 1.4 The risk that the University may no longer be able to deliver existing programmes in one or more subject area over the next three years is moderate. The University routinely reviews its teaching portfolio to ensure that programmes are attractive to students, recruit well and deliver an excellent student experience and outcome. Heads of Department monitor the viability of all courses with the Senior Team annually. Courses are taught by integrated teams of academic staff to avoid single person dependency in teaching and to ensure effective and consistent delivery of key material components of each course.
- 1.5 The University has a number of programmes with professional accreditation or recognition, including the Chartered Institute of Marketing, the Bar Standards Board, Solicitors Regulation Authority, Association for Nutrition, and the British Psychological

Society, among others. Curriculum and/or programme learning outcomes (depending on the nature of the accreditation) have been externally assured as being in alignment with professional benchmarks. The University's Quality and Standards Office holds a register of professional accreditation, which is updated as new programmes receive accreditation or recognition.

- 1.6 The risks identified above apply to all students. In terms of specific classes of student, there is an identifiable risk that the University may no longer be able to recruit or teach international students but we consider this risk to be low, although we monitor government policy in this area very closely. The University has a strong vision and strategy for growth in international recruitment. It holds a Tier 4 licence and has robust policies and processes that are regularly reviewed both by UKVI and by our internal audit function. Performance against key UKVI metrics is strong.
- 1.7 The University maintains a detailed Risk Register to assess the likelihood and impact of disruptions to regular University operations. This Risk Register is overseen by the University Risk Management Group, which regularly reports to the University Senior Management Team and the Board of Governors' Audit Committee.
- 1.8 The University undertakes a regular series of Internal Audits by an external auditor. The University's Risk Register and an Internal Audit strategy determine the areas of audit. Internal Audit reports go directly to the Board of Governors' Audit Committee. Senior Management Team members are held to account for addressing issues raised by Internal Audit.

## **2. Student Protection Plans in place to mitigate risks and protect students' interests in the case of material change, e.g. programme changes or suspensions.**

- 2.1 The University is committed to helping to ensure students achieve the best academic outcomes from their studies. Events may occasionally occur which mean that unforeseen changes have to be made to modules or programmes (provision for such events is detailed within the Admissions Policy and Terms and Conditions for Applicants in receipt of an offer).
- 2.2 In the event that the University wishes to close or remove a programme of study from its portfolio, it follows the University's '*Procedure for Programme Interruption/ Closure*'. Closure of a programme, whether at undergraduate or postgraduate level, means that the University will cease to recognise the programme as one for which a student may be registered. We do not currently have any course closures planned over the next three years, however our portfolio remains under continuous review.
- 2.3 Closure or removal of programmes of study or a decision to make changes to a programme or a module might be triggered by situations such as (but not limited to):
- a strategic decision by the University to close a programme or campus;
  - a decision has been taken not to run a programme for the subsequent year;
  - major changes in year to programme content;

- removal of the Tier 4 Sponsor Licence (the Home Office issued licence which allows a provider to teach international students);
- changes to regulatory framework affecting a specific programme;
- disruption of University activity (e.g. temporary disruption within term-time not covered by any of the above);
- industrial action by University staff or third parties;
- unanticipated departure of key members of University staff.

### *Programme changes*

2.4 The University may be required to make changes to programmes at the following times:

- Between publication of the prospectus and registration;
- After registration.

2.5 Where material changes are made between the publication of the prospectus and registration, the University will draw these changes to the attention of applicants as soon as possible and advise them of their right to seek entry to another University programme for which they may be qualified or to withdraw their application and seek entry to another institution.

2.6 Where the applicant has already accepted an offer, they shall be provided with all necessary information, advice and guidance by the University to help them make an informed decision on their future course of action. The University's Admissions and Recruitment teams will be notified of students affected in the event of any the above steps being taken. The Admissions team will contact affected students and provide detailed information, advice and guidance based on their individual needs, characteristics and circumstances.

2.7 If a student reasonably believes that a material change to their programme adversely affects them, they may cancel their contract with the University. In such circumstances the University will offer suitable information, advice and guidance to the student and, where possible, facilitate their transfer to another institution which offers an appropriate programme for which they are qualified.

2.8 After registration and during the course of a student's studies, the University may make minor amendments to programmes in order to improve the 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 University will consult with and inform students and their representatives of these changes, as appropriate, and in line with University quality assurance processes.

## **3. Measures to Protect Students**

### *Suspension or closure of Programme*

3.1 The University has established and tested procedures in place in the event of programme suspension or closure of programmes. Where there is a material impact on the students, the effect will be mitigated by:

- communication with current students to provide assurance that they will not be adversely affected by the decision, and provide assurance that they are able to complete their studies at the University;

- where this is not possible and where mitigating circumstances are presented, provision will be made to support the student to complete their studies at another provider;
- consultation with stakeholders who may be affected to ensure appropriate equality impact assessments will also be undertaken;
- future applicants will be notified in accordance with UCAS deadlines, allowing time for students to source an alternative suitable programme (where relevant) at the University.

#### *Major Amendments in-Year to Programme Content*

3.2 The University will use all reasonable endeavours to deliver the programme in accordance with the description outlined in the University's prospectus for the academic year in which a student began their programme. However, in the event of major in-year changes to programme content the University will ensure that:

- amendments to the programme in-year are restricted to the minimum necessary to achieve the required quality of experience, and affected students are notified and consulted, as appropriate;
- communication with prospective students to ensure the offer is still acceptable;
- where necessary students are allowed the opportunity to withdraw from the programme;
- where required students are offered reasonable support to transfer to another programme at the University, or to another provider.

#### *Suspension and/or Revocation of Tier 4 Sponsor Licence*

3.3 The University, in the event of revocation of Tier 4 Sponsor Licence will take all reasonable steps to minimise the resultant disruption to affected students by, for example, providing assistance to affected students to switch to an alternative sponsor. If this is not possible, the refunds and compensation policy will apply, where appropriate.

#### *3.4 Actions to minimise disruption*

Actions to minimise disruption to courses, of whatever nature, may include:

- 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 impact on students);
- changes to the programme delivery location or method;
- changes to the staffing of a programme, for instance through a review of internal staff resources, including recruitment of area specialists, where appropriate;
- offering students the opportunity to transfer to an alternative programme;
- provision of reasonable support to students for accessing a programme run by another provider, including making arrangements for the transfer of credits and information about academic progress. The refunds and compensation policy will apply if appropriate.

#### *Industrial Action*

3.5 The University has established frameworks for consultation and negotiation with the recognised trade unions. It is 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.

3.6 Where industrial action does occur, the University will seek to:

- ensure that normal operations and services are maintained as far as possible;
- take all reasonable steps to fulfil its responsibilities to students by ensuring that any disruption is minimised, and students are not, as far as is possible, disadvantaged by the action.

#### *Loss of Key Staff*

3.7 Where possible the University will:

- seek to fill gaps as quickly as possible, by moving other current members of staff with appropriate skills and experience, into the vacant post(s) or recruiting externally, to avoid disruption;
- where the University cannot avoid closing a programme, the process as outlined in section 3.6 above will normally apply.

3.8 The University's *Business Continuity Plan* covers other actions affecting business continuity, such as acts of terrorism, damage to buildings or equipment.

#### *Collaborative provision*

3.9 Since 2017/18, all proposals for collaborative provision are required to provide details of how students' interests will be protected should it be necessary for the University to withdraw from the partnership. The University's Collaborative Provision Sub Committee reviews all proposals for collaborative provision.

### **4. Policy to refund tuition fees and other relevant costs to students and compensation where necessary**

4.1 Normally, refunds or compensation will only be paid after a student has followed the University's Complaints procedure and the outcome is a decision to make a payment. A payment is only ever a last resort after all other possibilities have been explored and are deemed not viable in the particular circumstances. A step by step guide to applying for a refund or compensation will be made available to students as a part of the Complaints procedure.

4.2 Where a student has suffered disruption to studies as a result of closure of a programme or where the changes to a programme have been made resulting in the student incurring a demonstrable, material financial loss due to the disruption to studies the following refunds and compensation may be made:

- tuition fees paid by or to finance the student (whether through student loans, sponsors or self-funded) will be refunded to the original payer of the fees:
  - i) for modules of a course that have not been completed and where no credits have been awarded to the student due to the closure/disruption
  - ii) when a transfer occurs to an alternative course within the University or to another provider and no fee reduction is offered in respect to modules completed (credit awarded).

- the payment of reasonable additional travel costs for students affected by a change in the location of their course that they would have otherwise not incurred.
- student bursaries which have been granted will be honoured.
- compensation for reasonable additional maintenance costs incurred as a result of the closure or disruption of a course where students have to transfer courses or provider, or it is not possible to preserve continuity of study.

The University is actively exploring insurance arrangements to provide refunds and compensation for those students for whom we have identified an increased risk of non-continuation of study.

## **5. Communicating with students about Student Protection Plan**

- 5.1 We will publicise our Student Protection Plan to current and prospective students by publishing it on the University website and drawing it to the attention of current students using communication channels such as the student intranet, emails, noticeboards and social media. Students applying to the University will also be made aware of the plan and given access to it from the point of application.
- 5.2 We will ensure that staff are aware of the implications of our Student Protection Plan when they engage with students during the recruitment period, student induction, when proposing programme amendments and/or closures by ensuring that the principles of student protection are adhered to and that a link to the plan is provided. References to this plan will be included in staff induction programmes and specific training will be given to any staff involved in proposed changes to courses. Staff will be made aware that when proposing programme amendments/closures they will be required to reference the Student Protection Plan and to demonstrate that this has been considered and there has been consultation with the various stakeholders, including students, as part of the process.
- 5.3 We will continue to work with current students and the students' union in the development and regular reviews of our Student Protection Plan primarily through the elected student representatives. This plan will be reviewed by the Academic Registrar annually.
- 5.4 We will inform our students (and in particular their elected representatives) if there are to be material changes to their programme by contacting them directly through whatever means of communication they have identified as their preference. We will provide collective and individual support by means of the Admissions and Recruitment teams and Departmental staff. We will publicise any consultation/information sessions and individual people to contact using the usual communication channels referred to at 5.1 above. We will also communicate with students face-to-face where appropriate through teaching staff. We will give students at least 14 days' notice when we need to make material changes to their programme. Independent advice is available to students through the students' union.
- 5.5 The University's Complaints procedure, published on the student intranet, is available to any student who wishes to make a formal complaint about the implementation of this Plan.

# Appendix A: St Mary's University Twickenham FINAL DRAFT Business Continuity Plan

Attached