University Code of Practice

Student Protection

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Application to collaborative provision:	Mandatory
Contacts:	Head of Academic Quality and Learning
Applications for exemptions to:	Academic Quality and Standards Committee
Report exemptions to:	Academic Board

Summary/ Description:

This Code sets out the University's commitment to the protection of the interests of students specifically in relation to their entitlement to complete their programme on the same Terms and Conditions and in largely the same form as promised when they accepted a place on the programme. The document is based on practice in England under the auspices of the Office for Students (https://www.officeforstudents.org.uk/#ministerial), where it is a requirement of the Conditions of Registration for all universities. Adopting this approach demonstrates the University's commitment to transparency and fairness towards it students and to matching the standards of professional conduct of comparable universities.

Specifically this Code sets out the University's commitment not to withdraw programmes until all current and prospective students have completed their studies (often referred to as 'teaching out'), and not to make material (major) changes to programmes unless current students have given their written agreement to the changes. 'Current and prospective students' includes those to whom an offer of a place on the programme has been made and has not been rejected.

Where, in very exceptional circumstances, it is impossible to deliver a programme in its approved form to completion the document sets out how the University will work with students to support them to achieve completion on another programme, including where necessary and practicable, with another provider. It also defines the circumstances in which the University will make refunds and pay compensation.

Further Guidance

See the Introduction to the Quality Handbook (QH:A1) for further guidance and explanations of:

- how the Handbook is designed to work and what it covers and does not cover
- how it is structured
- the 'external reference points' and established practice which have informed each of the Codes
- key concepts and themes
- some suggestions for further reading
- a quick guide to each Code, including definitions and things to watch out for.

Acknowledgement

This document is extensively based on the Student Protection Policy of University College London (UCL) as well as being informed by practice at Kingston University (London) and the Universities of Hull and Leicester, by guidance issued to universities in England by the Office for Students, and by the document: *Higher education course changes and closures: statement of good practice* (2015) endorsed by HEFCE, Universities UK, NUS and other bodies (https://www.guildhe.ac.uk/wp-content/uploads/2015/11/Statement-of-good-practice-Nov15.pdf).

This university Code has been written in accordance with the approach approved by the University to enhance clarity involving the following terminology: must = mandatory should = advisable may = desirable. Where these terms are used they are emphasised in bold.

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INTRODUCTION

Purpose

1 This Code sets out the University's approach to the closure of any aspect of its facilities or academic provision which could have an adverse effect on the interests of current or prospective students. It is designed to ensure that their interests are protected.

2 It also sets out the approach in the event that the University is unable to deliver a material component of a programme which could have an adverse effect on the interests of current or prospective students.

Authority

3 The Academic Quality and Standards Committee is the final arbiter of the application and interpretation of this code as it relates to students on taught programmes, and Research and Research Degrees Committee as it relates to students on research degrees. Where there are differences in the way the Code relates to students on taught programmes and those on research degrees, this is made explicit in the text; otherwise the word 'programme' relates to both taught programmes and research degrees.

Scope of the Code

4 This Code applies to all provision which leads to the award of the University's higher education qualifications.

Application to collaborative provision

5 Unless specified by the Academic Board, this Code applies to all provision referred to in paragraph 4 whether that provision is delivered by the University or another approved provider in accordance with a formal legal agreement.

DEFINITIONS

6 This Code applies to the following planned events:

(a) the closure of a campus
(b) the closure of a significant building, teaching or support facility
(c) the closure of a faculty, school or subject
(d) the closure, or suspension, of a programme, or a significant proportion of a programme
(e) the closure of a programme in one mode of delivery, where it is offered in more than one mode
(f) the closure of a programme offered in partnership with another provider (such as one leading to a dual award or involving a placement or year abroad)
(g) material changes to a programme or modules such as the location of delivery or the mode of delivery.

7 This Code also applies to the inability to deliver, or complete the delivery of a programme or a material component of a programme, as the result of an unplanned event. Examples of such unplanned events are provided in para. 18.

8 'Prospective students' in this Code means those:

(a) to whom an offer of a place has been made (whether conditional or unconditional) which has been accepted
(b) to whom an offer of a place has been made (whether conditional or unconditional) which has been deferred.

9 'Current students' in this Code includes those students who have been granted an interruption of studies.

10 This Code forms part of the Terms and Conditions of the contract between the University and its students (see QH:E2).

PLANNED EVENTS

Reasons for planned events

11 There are a number of reasons why the University may close a campus or building or close or suspend a programme, for example:

(a) changes in strategic priorities or the financial environment in which the University operates
(b) declining student numbers
(c) replacing an existing programme with a new one
(d) concerns about the quality and/or academic standards of a programme
(e) withdrawal from an arrangement with another higher education or placement provider (wherever based) which results in the programmes delivered with, or by, that other provider being brought to a close.

Prevention of adverse effects

12 The overriding principle is that the University will not introduce any of the changes identified in paragraph 6 in a way which will adversely affect the interests of current and prospective students. Specifically this means that any closure, suspension or material changes must not be approved to apply to current and prospective students but may only be approved to apply to future cohorts (to whom offers of a place have not yet been made) unless the criteria in paras. 16 and 17 are satisfied.

13 The application of the above principle ensures the 'teaching out' of the current version of the programme (including where and how it is delivered). 'Teaching out' means continuing to deliver the programme in its current form, at the current location and mode until all students have completed the programme (as defined in the Academic Regulations) or formally

withdrawn or been required to leave University (in accordance with published and properly applied academic or non-academic disciplinary procedures).

14 For taught programmes, 'Material changes' to a programme means 'major' amendments to a programme as set out in the Code on Programme Approval (QH:C2) – namely changes:

(a) to the award
(b) to the title of the programme
(c) to the location of delivery
(d) to the mode of delivery
(e) to the intended learning outcomes
(f) which would require an exemption from the Academic Regulations: Taught Programmes (QH:C1)
(g) to the credit weighting of constituent modules
(h) involving the addition/removal of core modules
(i) involving the removal of >20% of optional modules
(j) to the level of a module or the year of the programme in which it is offered.

15 For research degrees, 'Material changes' to a programme means major changes to:

(a) the award
(b) the location of delivery
(c) the standards and criteria for the award
(d) the formal stages through which a candidate is required to demonstrate satisfactory progress
(e) the maximum period of registration
(f) the method of examination of the thesis.

Material changes considered beneficial to students

16 Where the Programme Coordinator proposing material changes to a programme considers that the changes will be beneficial to current and prospective students and therefore wishes to apply the changes to them, the Programme Coordinator **must** undertake a written and (if appropriate/practicable) face-to-face consultation with the students concerned.

17 A Programme Approval Panel must not grant approval of the material changes unless and until it has received written confirmation that all current and prospective students have been consulted and have given their express written agreement to the changes proposed.

UNPLANNED EVENTS

The nature of unplanned events

18 There are a range of factors which lie outside the direct control of the University which may result in an unplanned event which is sufficiently extensive that it results in the inability of the University to deliver, or complete the delivery of, a programme or a material component of a

programme. The University takes all reasonable steps to identify potential events which might significantly disrupt the delivery of its academic provision and to mitigate those risks, including through its risk management policy and practice. Examples of the kind of events, and their possible causes are:

(a) the unexpected unavailability of sufficient qualified staff (for example due to a number of staff leaving the University for posts elsewhere)
(b) the withdrawal of, or fundamental change in, professional accreditation for the programme as a result of a decision by the external accrediting body
(c) the withdrawal of, or fundamental change in, the external funding for the programme
(d) the destruction or enforced closure of a significant building, teaching or support facility, for example as a result of a fire, extreme weather, civil disorder or on health and safety grounds (including to prevent the transmission of an infectious illness)
(e) the withdrawal of another higher education, year abroad or placement provider involved in the delivery of a University programme without giving sufficient notice to enable the 'teaching out' of the programme (and where a suitable alternative cannot be provided).

Actions if an unplanned event occurs

19 Where an unplanned event occurs, or seems reasonably likely to occur, the University will immediately inform all students likely to be affected and student representatives in writing (and where possible also face-to-face) of the event, the reasons for it (as far as they are known at that time), the likely implications and the action it proposes to take.

20 In assessing the likely implications the University will make effective use of its equality and diversity monitoring data to ensure that the actions taken are appropriate for the characteristics of the students affected by the unplanned event, and will consult individually with students with disabilities or other individual circumstances.

21 In all cases (other than withdrawal) the actions to be taken will involve a change in the Terms and Conditions of the contract between the University and the student and therefore each student's express written agreement will be required.

22 In determining the action to be taken in consultation with affected students, the University will consider one or more of the following options:

(a) modify the programme in terms of content, timing, mode or location of delivery (including the timing of teaching and assessment) to enable the 'teaching out' of the programme in a way which does not compromise the academic standards or value of the award
(b) transfer students to a suitable alternative University programme: the University will support a student's transfer including through the transfer of credit/academic progress, and through considering options for additional teaching or extension to the deadlines for assessment (without compromising the academic standards of the award)
(c) transfer to a suitable alternative programme offered by another university: the University will support a student's transfer including through the transfer of credit/academic progress and the negotiation of the 'fit' between the two programmes (such as content, intended learning outcomes, final award)

(d) the refund of tuition fees
(e) ensure the continuity of any University scholarship or bursary to which the student was entitled while studying at the University for the length of time for which the scholarship or bursary was promised
(f) where the event is not expected to be permanent, allowing students to suspend their studies until the start of the new academic year, and working with them to make effective use of the remaining period of the current academic year such as exploring work experience opportunities in Gibraltar, the UK or elsewhere
(g) compensation (as set out below).

23 Where a programme to which this Code applies is accredited by a professional, statutory or regulatory body, the University will immediately inform the relevant body and consult with it regarding options which the relevant body will permit, and advise the students likely to be affected of the outcomes of this consultation.

REFUNDS AND COMPENSATION

24 Where a student is adversely affected by an unplanned event to which this Code applies, the University will make refunds and consider compensation as set out below.

Refunds

25 Where a student is unable to complete the programme in the expected time to which they were originally admitted, and is not able to transfer to another programme at the University, the University will refund the tuition fees up to the total amount paid for the programme to date, and cancel any further tuition fee liability for the programme. (Such refund applies irrespective of whether the student paid the fees directly or indirectly through a student loan or a sponsor.)

Additional costs

26 Where a student will incur additional costs as a result of the option proposed and agreed in accordance with this Code the University will pay those costs for the remaining period of the programme. Such costs may include:

(a) additional tuition fees arising from changing to another programme involving a longer total duration whether at the University or another higher education provider
(b) the unwillingness or inability of a sponsor to continue paying tuition fees for a replacement programme
(c) additional travel costs incurred as a result of having to continue studying at another location either for the same or an alternative programme.

Compensation

27 The University will consider the payment of compensation taking into account the impact of the unplanned event on the student's circumstances and any alternative arrangement which

has been agreed with the student, and the extent of any inconvenience/disruption caused to the student. In considering compensation the University will specifically take in account a student's maintenance costs and lost time which may have arisen from the inability to complete the original programme as a result of the unplanned event or where the student is transferred to another course or provider.

COMMUNICATION WITH CURRENT AND PROSPECTIVE STUDENTS

28 In implementing this Code the University will communicate with current students using their university email address in addition to any oral communication and communication on Canvas, and with prospective students using their email address as notified through their application to the University.

29 We will also remind students of their right to obtain independent advice from external organisations such as the Citizens' Advice Bureau.

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