

## **Student protection plan**

### **Ravensbourne University London**

Provider UKPRN 10005389

#### Introduction

1. The Higher Education and Research Act 2017 requires HEIs to maintain a Student Protection Plan to protect students' interests in the event of 'material change', for example programme (course) changes, suspensions, closures, or institutional closure. Students are advised to read this document with reference to the [Student Contract](#) which explains Ravensbourne's commitment to communicating any changes to students as early as possible, with clear information and options.

#### Who is covered by this plan?

2. To see who is covered by this plan, see the diagram in Annex A below.

#### Why is this plan necessary?

3. The requirement for a Student Protection Plan (SPP) reflects the expansion of the higher education sector to include a wide range of new institutions, known as 'alternative providers'. In this context, there must be a plan to ensure that there are arrangements in place to ensure the protection of students if an institution ceases to operate, or is forced for financial or other reasons to make major changes in the way it operates. In designing and seeking approval for the SPP for Ravensbourne, we have worked with the higher education regulator for England, the Office for Students (OfS), to ensure that it addresses the specific circumstances of Ravensbourne and the risks associated with the provision of specialist higher education in design and media in London. The SPP was considered by the Board of Governors in May 2018, at which consideration by the representative of Ravensbourne Student Union was sought.
4. The plan covers specific events that would trigger its implementation, i.e. instances where continuity of study is put at risk through no fault of the students. These may include:
  - a decision to close Ravensbourne;
  - a strategic decision to close a course;
  - cyber security breach
  - loss or restriction of university status;
  - withdrawal of Ravensbourne's designation for student finance purposes;
  - 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 course;
  - loss of accreditation from professional, statutory and regulatory bodies (PSRBs), e.g. RIBA, IMIS, Creative Skillset, etc;
  - major changes in-year to course content;
  - industrial action by Ravensbourne staff or third parties;
  - the unanticipated departure of key members of staff;

- other disruption of institutional activity (e.g. temporary disruption within term-time not covered by any of the above).

4.1 All reasonable steps will be taken to minimise the resultant disruption to those services and to affected students by, for example:

- offering affected students the chance to move to another course;
- delivering a modified version of the same course;
- providing assistance to affected students to switch to a different provider.

4.2 Where a student is required to transfer course, or move to another institution there are likely to be implications for student finance arrangements. The Student Services team will be notified of students affected in the event of any the above steps being taken. Student Services will contact affected students and provide detailed information, advice and guidance based on their individual circumstances.

#### Measures to inform and protect students

### **5. Institutional Closure**

5.1 Institutional failure will be monitored through risk management in accordance with HE regulatory bodies and any instance of this will be managed in accordance with Ravensbourne policies. The likelihood of institutional closure is extremely low. Ravensbourne publishes statutory accounts which show it is a 'going concern' with strong reserves and liquidity. Ravensbourne was categorised by its regulator as 'not at higher risk' in the last annual assessment of institutional risk (21 February 2018).

5.2 In the highly unlikely event that Ravensbourne has no option other than to close, it may consider measures such as those below to protect the student experience and to mitigate the impact on students:

- where possible, closing in a gradual way, over a period that would allow current enrolled students to complete their studies at the Institution;
- where the above is not possible, in supporting students to transfer to appropriate programmes at other providers and (where appropriate financially) by compensating students where because of disruption to their studies they suffer demonstrable, material financial loss;
- merging with another institution to maintain all or part of the current provision.

Students will be informed within 10 working days of any formal decision by the Board of Governors to undertake any of the actions above.

5.3 Ravensbourne has a state of the art campus for its discipline areas built in 2010 equipped with up to date safety features. It is therefore unlikely that part or all of the campus would be rendered unusable for activities involving students. However, should this happen, students will be informed as quickly as possible and normally within 10 working days of the decision and informed of the proposed remedy. The University will typically consider remedies such as:

- relocating provision to an alternative location, this may include hiring spaces for programme delivery (where possible nearby);

- revising timetabling to allow all of the scheduled teaching to take part in the available facilities. This may include student contact sessions being held outside of normal office hours. Where such an approach is taken, appropriate consultation will normally be conducted with stakeholders who may be affected; appropriate equality impact assessments will also be undertaken;
- delivering programmes via alternative means, such as Distance Learning. Where such an approach is taken, the institution will consider whether this it is appropriate for enrolled students who would be affected.

## 6. Course Suspension

Termination of courses at Ravensbourne's is strictly governed by procedures put in place by Academic Board and therefore it is unlikely that the suspension or termination of a course would impact on a current student's experience. Where Ravensbourne decides to close a course, transitional arrangements will be established to protect the experience of the students on the course (see Termination of Courses procedure at Annex B). Termination or suspensions will normally be phased, enabling existing students to complete their course of study. In the exceptional circumstances where this is not be possible, alternative arrangements will be put in place to safeguard the ability of students to complete their studies. All affected students receive detailed communications at all stages, and are offered the option to discuss the implications with Ravensbourne's Head of Quality within 10 working days of the formal decision.

6.1 The implications of the closure of the programme will already have been carefully considered including:

- The impact of the closure on students;
- the strategic consequences of the closure including the impact on other course and/or collaborative projects.
- how the quality and standards of the student experience will be maintained until the completion of the termination process.
- the process of consultation with or notification of students where the delivery of the programme will materially change.
- progression of students who may need to repeat units.
- the strategy for ongoing delivery and support (including areas such as external examiner arrangements, revalidation requirements, etc.) during the phasing-out period.
- the implications regarding professional body registration (where applicable).
- notification of prospective students (where applicable).

## 7. Loss or Restriction of University Status

Ravensbourne has strong systems in place to assure academic standards. Ravensbourne was awarded Taught Degree Awarding Powers (TDAP) having been subject to a full scrutiny by the Designated Quality Body (the Quality Assurance Agency for Higher Education, QAA) in the previous academic cycle. Loss or restriction of our University status or TDAP is therefore unlikely. In the

unlikely event of loss or restriction of University status or TDAP, Ravensbourne will inform students immediately and work with the regulatory body to:

- ensure all reasonable steps are taken to minimise the resultant disruption to affected students by supporting students to transfer to degrees validated by another degree awarding body;
- ensure that, as far as possible, changes are made in a transitional manner.

## **8. Withdrawal of Designation**

Ravensbourne University London is committed to meeting all the conditions of registration with the Office for Students (OfS) which will ensure that its courses are designated and remain so. This is managed and monitored on an ongoing basis by the University's Executive Team, with oversight by the Board of Governors, to ensure that the likelihood of withdrawal of designation remains low.

However, in the event of de-designation of its courses for 'Student Support' purposes (resulting in the withdrawal of statutory student finance for its courses) Ravensbourne will inform students immediately. Where we identify that de-designation could potentially affect students' financial circumstances, ability to continue their studies or to secure a Ravensbourne University London qualification, we will take all reasonable steps to minimise the resulting disruption to students by, for example:

- working with relevant funding bodies to allow enrolled students to complete their year of study/programme;
- where the above is not possible, supporting students to transfer to appropriate programmes at other providers and, where appropriate, financially compensating students where they suffer demonstrable, material financial loss because of disruption to their studies;
- considering assistance for affected students by providing evidence/letters/statements in support of continuation of their studies;
- merging with another institution to maintain all or part of the current provision.

## **9. Major changes in-year to course content**

Ravensbourne will use all reasonable endeavours to deliver the programme in accordance with the description applied to it in the institution's prospectus for the academic year in which a student began their programme. The likelihood of major changes in-year to course content is low, because Ravensbourne University London's Academic Board has robust mechanisms governing modifications to courses which mean that in year changes are not normally allowed.

However, in the event that major in-year changes to course content become necessary, Ravensbourne will inform students immediately. In terms of impact on students and how we will mitigate these impacts, we will ensure that:

- changes are restricted to the minimum necessary to achieve the required quality of experience, and affected students are notified and consulted with as appropriate;
- it works with students to ensure the offer is still acceptable;
- where necessary it allows students the opportunity to withdraw from the programme;

- where required students will be offered reasonable support to transfer to another programme at the Institution, or to another provider.

#### **10. Suspension of Tier 4 Sponsor Licence**

Ravensbourne is a Tier 4 Sponsor and reviews its compliance with the Government's UK Visas and Immigration (UKVI) guidance annually. We have a dedicated UKVI Authorising Officer (a member of our Executive Team), a UKVI Key Contact, and other officer roles in line with the [UKVI's guidance](#) to ensure the risk of license suspension is minimised.

In the unlikely event of suspension of Tier 4 Sponsor status, those students who require a Tier 4 visa to study in the UK would be impacted and the University will inform affected students immediately and take all reasonable steps to minimise the resultant disruption to those services and to affected students by, for example;

- working with UKVI to allow enrolled students to complete their year of study/programme;
- allow students already in receipt of a visa based upon an allocated CAS from Ravensbourne to enrol and commence their studies;
- offer students who have not commenced their travel to the institution, the opportunity to postpone their application pending the resolution of the suspension.

#### **11. Revocation of Tier 4 Sponsor Licence**

Ravensbourne, in the event of revocation of Tier 4 Sponsor Licence will inform affected students immediately and 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.

#### **12. Loss of accreditation**

Some of Ravensbourne's higher education courses are subject to accreditation by Professional Statutory and Regulatory Bodies (PSRB). All are subject to the quality assurance processes of those bodies. The likelihood of loss of accreditation is low because we attend to the requirements of these bodies in the validation, monitoring and review of these courses internally.

In the event of the institution losing PSRB accreditation for one or more courses, it would impact on students on affected courses as well as potentially on prospective students considering studying at Ravensbourne University London. Current students will be informed immediately and measures to protect student experience will be considered, such as those listed below:

- offering affected students the chance to move to another course; delivering a modified version of the same course;
- providing assistance to affected students to switch to a different provider who holds the relevant accreditation;
- we also take care that our marketing and advertising material for potential applicants is accurate, with programme specifications being reviewed on at least an annual basis.

#### **13. Disruption to Institutional Activity**

Like other organisations, internal or external events may impact on the ability of the university to physically deliver its degree programmes. These range from damage to our buildings or equipment to acts of terrorism. A Business Continuity Plan is in place and includes a co-ordinated plan for responding to such an event. This plan is monitored and actively tested as part of our institutional risk management process, to ensure it remains robust and up-to-date.

Ravensbourne has a state of the art campus for its discipline areas built in 2010 equipped with up to date safety features. It is therefore unlikely that part or all of the campus would be rendered unusable for activities involving students. However should this happen, students will be informed as quickly as possible and normally within 10 working days of the decision and the proposed remedy.

Where events result in term-time programme disruption, the institution will normally consider whether it is practicable to make changes to programme delivery, rather than closing or suspending an affected programme.

13.1 Actions to minimise the impact of disruption 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, which may include distance learning;
- 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.

## 14. IT Systems Security Breach

14.1 Ravensbourne University London is committed to its cyber-security, undertakes regular reviews and undertakes penetration testing to ensure its systems are not vulnerable (most recently in Spring 2018). We also monitor cyber-security through our institutional risk monitoring framework, to ensure this remains a high priority, as we are mindful that the impact of any future breach on students could be high. We are currently putting in place a number of additional measures to strengthen our IT infrastructure, and this will remain an institutional priority to minimise the risk to the security of students' personal data, access to emails and University systems.

Ravensbourne will inform students affected immediately if there is a breach. The aim will be to identify and confirm attacks through technical actions as well as through reviewing Intruder Prevention Systems. Technical actions depend, however, on the exact nature of the incident. Once an attack is understood, the attack route, and any related vulnerabilities, will be removed and systems secured. Restoring IT systems and related business functions is the top priority in limiting the impact of a breach, and decisions will be taken regarding when it is safe to enable services again. Response action falls into four categories and may include:

- Investigation

- Network traffic capture and analysis
- Review of system logs
- Forensic imaging of systems
- Suspicious file investigation
- Network vulnerability scanning
- User communication review
- User behaviour review
- Account activity checks
- Containment
  - Network traffic restriction
  - Removal of suspicious files
  - Account suspension
  - Service suspension
  - Server shutdown
- Recovery
  - Network firewall changes
  - Restoration of files from backups
  - Restoration of servers from system backups
  - Account reactivation
  - Service start-up
  - Server start-up
- Communication
  - Calm, timely communications (internally and, where required, externally) is a critical management function throughout an incident of this kind

## 15. Industrial Action

Ravensbourne invests in and values its staff. It seeks to ensure that its reward and recognition structure is competitive within higher sector and that our offer to students is supported with appropriate staffing capability. It works to ensure that the staff voice continues to play an active part in the implementation of our strategy and the evolution of the institution. However, there remains a risk that Ravensbourne could be affected by industrial action, which would impact on teaching and student support. If industrial action does occur, Ravensbourne will inform students in advance of the action and seek to:

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

## 16. Loss of Key Staff

In the event of a loss of key staff, students will be informed as soon as reasonably practical and where possible Ravensbourne 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. A significant complement of sessional teaching staff is involved in the delivery of Ravensbourne's course provision which forms a resource from which staff cover can be obtained at short notice. This helps reduce the impact of any potential loss of key staff.

- where the institution cannot avoid closing a programme, the policy as outlined in section 5 will apply.

## **17. Refund and Compensation Policy**

Ravensbourne University London has a Refund and Compensation Policy (see Annex C) which may apply in the event of failure of service under the circumstances described above. The Policy is provided at Annex C, and is available on our website alongside this Student Protection Plan, at <https://intranet.rave.ac.uk/display/WEL/Other+Policies+and+Procedures>.

## **18. Cycle of Review**

Ravensbourne will review the Student Protection Plan on an annual basis, usually in the autumn term, and otherwise "by exception", to the Academic Board and to the Audit Committee via the "regulation" item in our institutional risk register. At all times we will have regard to the latest Office for Students conditions of regulation. Review will include consultation with Ravensbourne Student Union through their membership of the Academic Board.

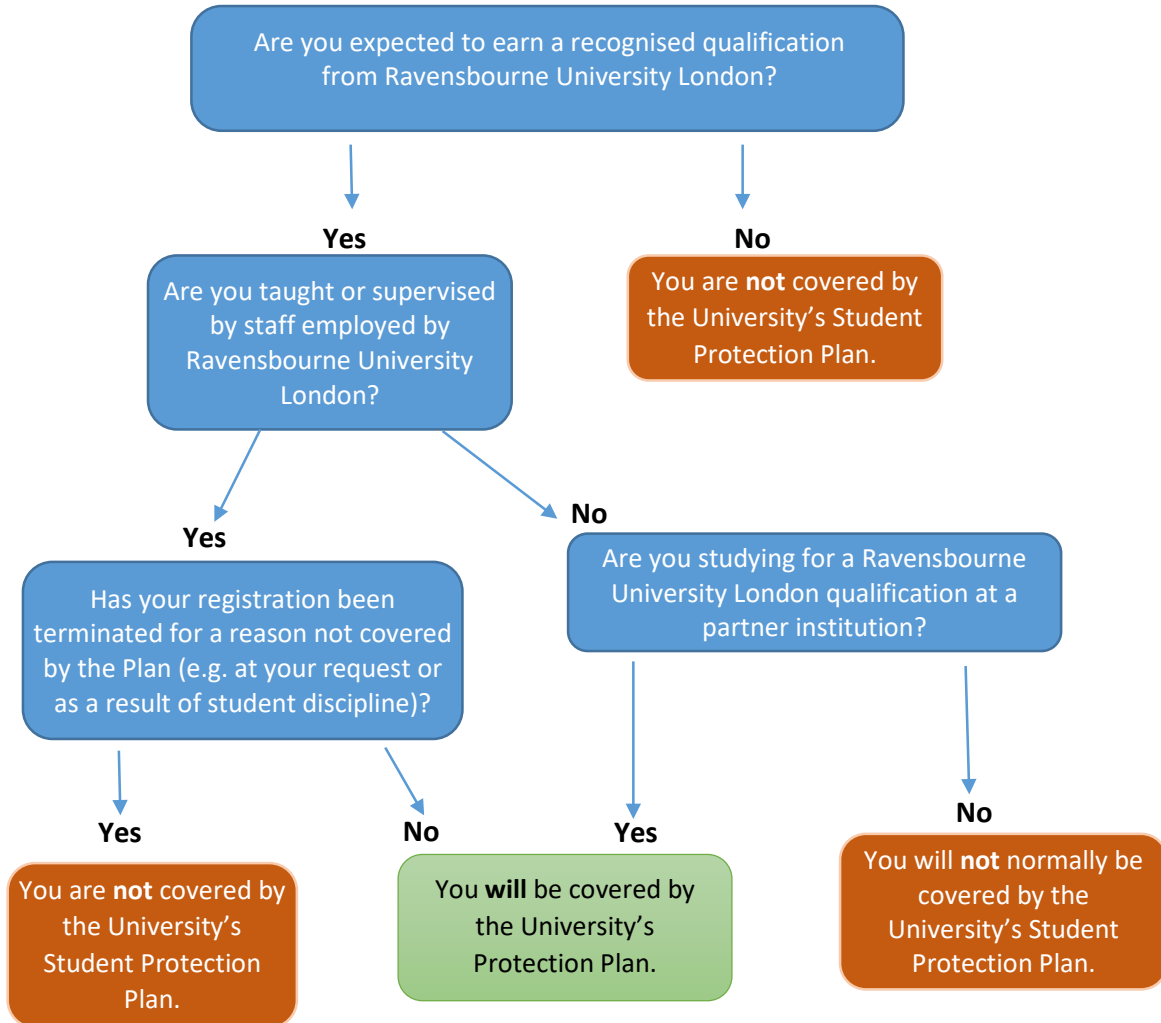
## **19. Publication**

This plan will be brought to the attention of applicants and students by being published, together with the Student Contract and Refunds and Compensation Policy, on the Ravensbourne Intranet: <https://intranet.rave.ac.uk/display/WEL/Student+Contract>

It is also made available alongside other related policies and procedures (including the refund and compensation policy) at <https://intranet.rave.ac.uk/display/WEL/Other+Policies+and+Procedures>



**Annex A: Who is covered by this plan?**



## **Annex B: Termination of Courses**

### **Introduction**

Courses may close for a number of reasons. Closure may be for business or academic reasons, or a lack of market interest. Whatever the reason, and at whatever level within the institution the issue is identified, the procedures to follow are detailed in the Policy. The key element is to ensure that any student affected by closure has an opportunity to complete his or her programme of study.

Where Ravensbourne decides to close a course, implications of the closure of the programme will have been carefully considered including:

- The strategic consequences of the closure including the impact on other course and/or collaborative projects.
- The impact of the closure on the staff and students.
- How the quality and standards of the student experience will be maintained until the completion of the termination process.
- The process of consultation with or notification of students where the delivery of the programme will materially change.
- Progression of students who may need to repeat units.
- The strategy for on-going delivery and support (including areas such as external examiner arrangements, revalidation requirements, etc.) during the phasing-out period.
- The implications regarding professional body registration (where applicable).
- Notification of prospective students (where applicable).

### **Initial steps**

The decision to terminate a course concerns both strategic and academic procedures.

Whichever route initiates the discussion the following stages will need to be considered:

#### **1. Strategic Approval sought from the Senior Management Team (SMT)**

A proposal to close a course either temporarily or permanently should be submitted to the SMT as early as possible in the academic year. SMT will consider:

- the recruitment information;
- the staffing of the course and potential changes;
- the strategic drivers including the external environment;
- developments with the subject area;
- the potential impact on current students and mitigation of negative impact.

2. Once a decision has been reached it will be communicated to the relevant academic lead, normally the Associate Dean (or equivalent).

N.B. The initial proposal may have been submitted by an Associate Dean.

### **Academic Approval**

- Once strategic approval has been obtained for closure the Associate Dean (AD) should gain approval for the measures they intend to put in place to manage the withdrawal of the programme. In the case of applicants, consideration should be given to whether alternative courses might be offered, whilst for existing students there is a responsibility to demonstrate that students will not be disadvantaged by the proposed closure.
- To ensure a holistic approach is taken, the AD will complete a checklist which will be submitted for consideration and approval to the Academic Board.

3. Once Academic Board approval is obtained, the AD must ensure that the following departments must be informed of the closure – including the proposed date and any other critical considerations.

- Registry and Admissions for UCAS and Student Loan Company
- Finance
- Marketing and Communications including the web team
- Planning Manager
- Student Services
- Quality
- Library and IT
- HR for possible staffing implications
- The validating body.
- External Examiners.

The Head of Quality is responsible for notifying the professional body (where relevant) and the Associate Dean is responsible for informing current students, working with the Course Leader. Registry will inform any applicants of the decision and offer possible alternatives at Ravensbourne or suggest other institutions who deliver similar courses.

### **Transitional Arrangements**

If necessary, transitional arrangements will be established to protect the experience of the students on the course. Termination or suspensions will normally be phased, enabling existing students to complete their course of study. In the exceptional circumstances where this may not be possible, alternative arrangements will be put in place to safeguard the ability of students to complete their studies. All affected students will receive detailed communications at all stages, and be offered the

option to discuss implications with the validating body, under the guidance of Ravensbourne's Head of Quality.

### **Monitoring**

A list of terminated programmes will be published and reported to Academic Board and will be updated periodically.

Termination of modules will be managed by the appropriate Boards of Studies.

## Annex C: Guidance on Student Compensation and Refunds

### Introduction

Ravensbourne University London aims to offer practical remedies to students who are affected by actions covered by our Student Protection Plan or raise complaints which are upheld, in order to allow them to continue their studies. Compensation and refunds are considered as remedies of the last resort and will only be offered where there are no practical remedies available.

This guidance should be read alongside [Ravensbourne's Student Complaints Resolution Procedure](#) and [Student Protection Plan](#). This guidance will not affect academic appeals, where a financial remedy is rare.

This guidance is designed to comply with guidance issued by the Office for Students and CMA as well as the OIA's approach to remedies and redress

For the purposes of this guidance the following definitions are used:

- Refund – repayment of money paid by you to Ravensbourne University London. This can also include discounts of future costs you may have to pay, such as tuition fees.
- Compensation – money paid to you in recognition of a loss encountered as a result of our actions, or lack of action. This includes compensation for out of pocket expenses.

Ravensbourne University London will base decisions to offer compensation or refund on the circumstances of each situation. Decisions on refunds or compensation will be considered fairly, transparently and consistently.

Where the decision has been made to offer a refund or compensation, payment will be made within 14 days. Payment will be made by bank transfer and not in cash.

### **1. Refunds**

#### Withdrawal

If you withdraw from Ravensbourne University London during the year you are eligible to pay tuition fees at the following rates in line with the guidance from Ravensbourne University London's finance department:

<b>Withdrawal date</b>	<b>% of tuition fees chargeable</b>
Within the first 2 weeks of the course	None
After the first 2 weeks and before the end of Term 1	25
In Term 2	50
In Term 3	100

Where the student is in receipt of funding from a third party, either the Student Loan Company or a sponsor we will refund the money to them directly. Where a student is self-funded we would refund the money to the individual concerned.

If you withdraw before starting your course, any tuition fees paid, including deposit, will usually be refunded.

### Termination of course

Refund as a result of a course closure will only be considered where it is not possible for Ravensbourne University London to be unable to teach out students who are currently enrolled on the course.

- **Tuition fee refund**  
Where a decision is made to refund course fees the refund will be processed in the following ways. Where the student is in receipt of funding from a third party, either the Student Loan Company or a sponsor we will refund the money to them directly. Where a student is self-funded we would refund the money to the individual concerned.
- **Additional travel costs**  
Ravensbourne University London will offer to pay reasonable travel costs to cover at least one visit per student to an alternative provider
- **Scholarships and Bursaries**  
Where a student withdraws from a course and are in receipt of a scholarship or bursary payments as a result of these will be suspended from the date of withdrawal.  
  
Where a student's course has been terminated or the institution ceases operation we will honour payment of the bursary or scholarship allocated for the current academic year only.
- **Compensation for maintenance costs and lost time when it is not possible to preserve continuation of study**
- **Compensation for tuition and maintenance costs where students have to transfer course or provider**

Ravensbourne will only offer refunds up to the total costs of the course.

### Course Changes

If you do not consent to a change in your course, and as a result withdraw from your course of study, any pre-paid tuition fees will be refunded on a pro-rata basis.

Consideration will be given to other direct costs incurred or foreseeable losses suffered as a result of changes to your course, this consideration will not include loss of future earnings.

## **2. Compensation**

In cases of compensation being offered, decisions will be made on the basis of actual loss incurred, which can be evidenced. Examples of this include expenses paid, or money lost as a result of a failure

by Ravensbourne and loss of opportunity, where this is a result of Ravensbourne's action or omission.

In cases of student complaints student are asked what outcome they would like, should their complaint be upheld. Ravensbourne will consider all reasonable suggestions proposed by the student. Refunds of full course fees will not be considered, unless in exceptional circumstances.

The Office of the Independent Adjudicator for Higher Education (OIA) has recently issued guidance which states 'it is difficult to make a direct correlation between missed contact hours and annual tuition fees. You cannot simply divide £9,250 by the number of teaching weeks, and the number of taught sessions per week to work out the 'cost' of the missed sessions. Such a crude measure does not take account of other learning opportunities, facilities, or the potential difference in 'value' of final year teaching compared to first year teaching.[1]'

Ravensbourne will not usually cover the costs of legal action against us, as Ravensbourne's Student Complaints Resolution Procedure is intended to be accessible to students. Ravensbourne also subscribes to the Office of the Independent Adjudicator which is intended to be an informal alternative to the courts.

Ravensbourne will cover routine expenses for making a complaint, such as travel costs to attend Ravensbourne for an interview.

#### Distress and Inconvenience

<b>Indicative bands for compensation awarded as a result of distress and inconvenience</b>	
Level of distress and inconvenience	Compensation band
Moderate	Up to £500
Substantial	Between £501 – 2,000
Severe	Between £2,001 – 5,000

#### **Examples of Moderate distress and inconvenience**

- Delays in records processing which do not prevent a student from graduating
- Loss of work submitted for assessment which cannot be replaced where the loss is the responsibility of Ravensbourne
- Late and significant changes to the timetable resulting in financial loss to the student

#### **Examples of Substantial distress and inconvenience**

- Interruption to or cessation of, delivery of final year units due to loss of key staff

#### **Examples of Severe distress and inconvenience**

- Delays in record processing which prevent a student from graduating

The above are designed to be examples and are not exhaustive

### Principles

Ravensbourne University London will consider the following principles when deciding what band of compensation is merited:

- Delays – how long the delay was, the reasons for the delay, the impact of these delays
- Impact on educational achievement – demonstrable drop in grade profile or significant change in predicted classification of award.

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[1] <http://www.oiahe.org.uk/media/120411/briefing-note-strike-action.pdf>