

## **Ravensbourne University Student Protection Plan 2021-2022**

Provider UKPRN 10005389

### **Introduction**

1. The Higher Education and Research Act 2017 requires Higher Education Institution's (HEIs) to maintain a Student Protection Plan to protect students' interests in the event of 'material change', such as 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, please see the diagram in Annex A below.

### **Why is this plan necessary?**

3.1 The purpose of the Student Protection Plan is to preserve the continuation and quality of study for all of the provider's students whenever a risk to the continued study of students crystallises. 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 (RSU) was sought. Continuing student input is sought on an ongoing basis through RSU's representatives on Academic Board when the Plan is subject to annual review.

3.2 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 Student Visa 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. ARB, 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).

3.3 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.

3.4 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**

#### **4. Institutional Closure**

4.1 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.

4.2 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.

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

4.4 Ravensbourne has two state-of-the-art campuses for its discipline areas, equipped with up-to-date safety features. It is therefore unlikely that part or all of the campuses 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.

## 5. Course Withdrawal or Suspension

5.1 Withdrawal or suspension of courses at Ravensbourne's is strictly governed by procedures put in place by the Academic Board. The risk that students will be impacted by the withdrawal or suspension of courses is considered **low**. The University has established procedures for the approval of course withdrawal and suspension via the Academic Board, which duly consider the impact on students and the arrangements for their continuation and completion (see [General Academic Regulations, Section 3, Chapter 4 – Procedures for the Suspension and Withdrawal of Courses and Modules](#)) Withdrawal or suspensions will normally be phased, enabling existing students to complete their course of study In the exceptional circumstances where this is not possible, alternative arrangements will be put in place to safeguard the ability of students to complete their studies by supporting students with transferring to another course or institution in line with the University's Student Transfer Plan. All affected students will receive detailed communications at all stages and will be offered the option to discuss the implications with an appropriate member of Ravensbourne's Executive Team and such advisers as are appropriate, within 10 working days of the formal decision.

5.2 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).

## 6. Loss or Restriction of University Status

6.1 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 2016/17. The risk of loss or restriction of our University status or TDAP is **low**. 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.

## 7. Withdrawal of Designation

7.1 Ravensbourne University 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**.

7.2 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 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.

## 8. Major changes in-year to course content

8.1 Ravensbourne University 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 University is embarking on a Quinquennial review with the implementation of a new Common Academic Framework during 2021/22 which may inspire changes to current course content for relevance and currency purposes, therefore the risk is **medium**.

8.2 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.

## 9. Suspension of Student Visa Sponsor Licence

9.1 We consider the risk of suspension of our Sponsor Licence as **low**. Ravensbourne University is a Student Visa 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 Compliance Manager, and other officer roles in line with the UKVI's guidance to ensure the risk of license suspension is minimised.

9.2 In the unlikely event of suspension of Student Visa Sponsor status, those students who require a Student 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 confirmation of acceptance of studies (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.

## 10. Revocation of Student Visa Sponsor Licence

10.1 We consider the risk of revocation of our Sponsor Licence as **low**. Ravensbourne, in the event of revocation of Student Visa 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.

## 11. Loss of accreditation

11.1 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.

11.2 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. 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.

## 12. Disruption to Institutional Activity

12.1 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. A set of Emergency Regulations sit within the General Academic Regulations that may be activated by the Vice-Chancellor (or nominee) if a University-wide or centre specific emergency arises (e.g. Covid-19 pandemic). As the campus is located next to the O2 and the uncertainty of the pandemic impacting on delivery in the future, we consider the likelihood of this risk to be **medium**.

12.2 Ravensbourne University has two state of the art campuses for its discipline areas equipped with up to date safety features. It is therefore unlikely that part or all of the campuses 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.

12.3 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.

12.4 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.

### **IT Systems Security Breach**

12.5 Ravensbourne University is committed to its cyber-security, undertakes regular internal information system audits, and has an ongoing penetration testing program to identify if our systems are vulnerable.

12.6 Ravensbourne will inform law enforcement services as soon as a crime is discovered, the Information Commissioner's Office (ICO) within 72 hours if there is a breach involving personal data. Affected students and staff will be informed as soon as practicable possible.

12.7 Ravensbourne's Security Response action falls into four categories and may include:

- i. Investigation
  - Review of the network, and system logs
  - Forensic imaging of systems
  - Suspicious file investigation
  - Network vulnerability scanning
  - User communication
  - User behaviour review
  - Account activity checks
- ii. Containment
  - Network traffic restriction
  - Network firewall changes
  - Removal of suspicious files
  - Account suspension
  - Service suspension
  - Server shutdown
- iii. Recovery
  - Restoration of files from backups
  - Restoration of servers from system backups
  - Account reactivation
  - Service start-up
  - Server start-up
- iv. Communication
  - Timely communications with all relevant stakeholders
  - Communication with relevant government authorities

### 13. Industrial Action

13.1 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.

### 14. Loss of Key Staff

14.1 The risk that we are no longer able to deliver material components of our courses due to loss of key staff is **low**. 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 course, the policy as outlined in section 5 will apply.

### 15. Termination of Collaborative Partners

15.1 Ravensbourne University validates a range of courses delivered by partner institutions. At the approval stage of every partnership agreement, a teach-out plan, in the event of failure, is articulated and approved by the Academic Board. In general, our partnerships remain stable we maintain good relationships therefore assess the risk of partnership failure as **low**.

### 15. Refund and Compensation Policy

15.1 Ravensbourne University has a Refund and Compensation Policy (see Annex B) which may apply in the event of failure of service under the circumstances described above.

### 16. Cycle of Review

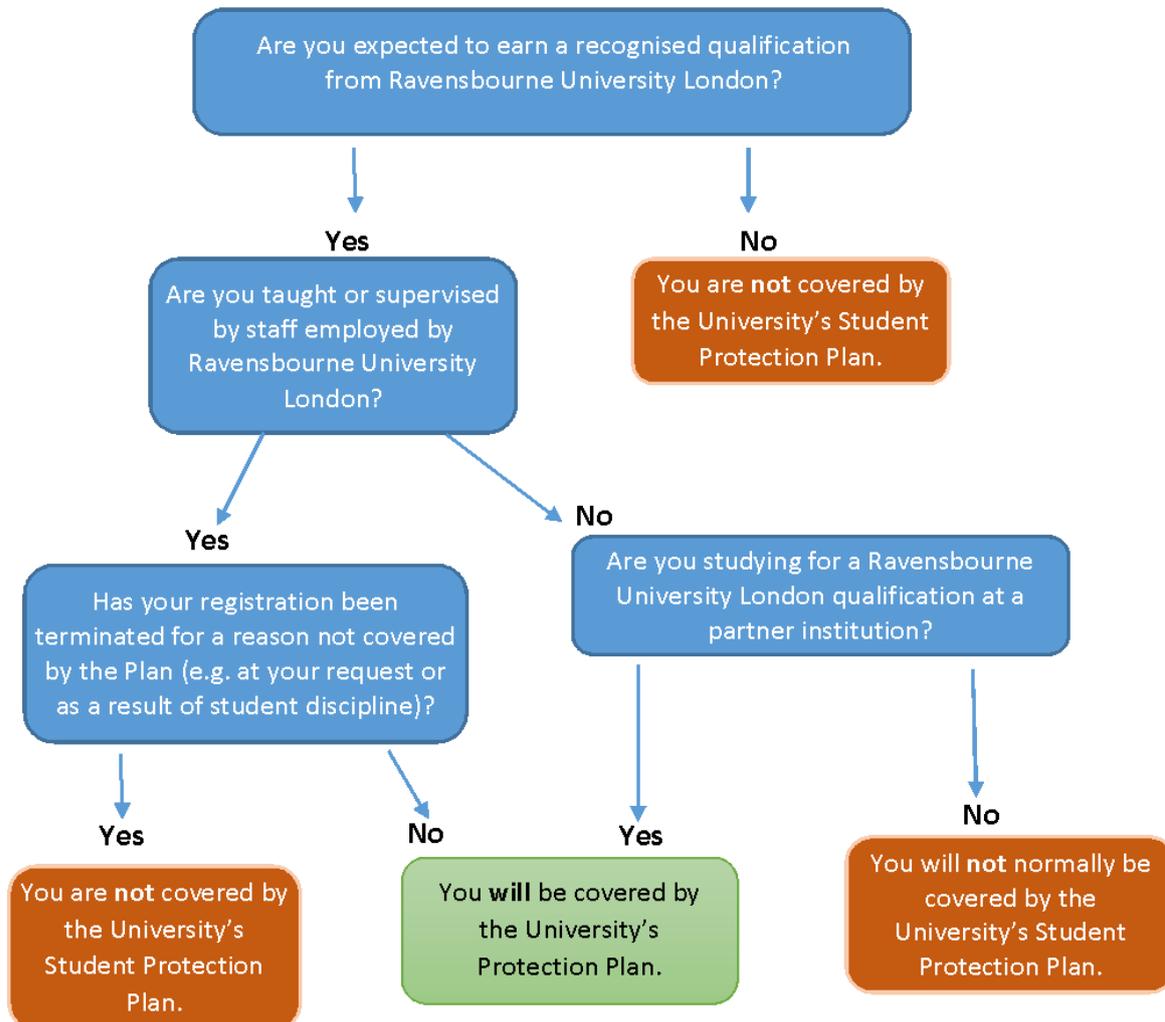
16.1 Ravensbourne University will review the Student Protection Plan on an annual basis, usually in the autumn term, and otherwise "by exception", to the joint

meeting of the Academic Board and Board of Governors. At all times we will have regard to the latest Office for Students conditions of registration. Review will include consultation with Ravensbourne Student Union through their membership of the Academic Board.

17. **Publication**

- 17.1 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 website: [Staff and student policies | Ravensbourne University London, on the Intranet and within the Student Welcome Pack.](#)

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



## Annex B: Student Compensation and Refunds

### Introduction

Ravensbourne University 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 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 Competition and Markets Authority (CMA) as well as the Office of the Independent Adjudicator's (OIA) 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. 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 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 a student withdraws from Ravensbourne University during the year they are eligible to pay tuition fees at the following rates in line with the guidance from Ravensbourne University'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
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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 a student withdraws before starting their 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 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 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. 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 by the student. 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, students 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.

Ravensbourne will not usually cover the costs of legal action against themselves, as Ravensbourne's Student Complaints 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 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.

*This version of the Student Protection Plan was approved by the Academic Board and Board of Governors on 17<sup>th</sup> November 2021*