

## Annex D: Student protection plan

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Provider's UKPRN: 10000270  
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### Student protection plan for the period 20/21

#### **1. An assessment of the range of risks to the continuation of study for your students, how those risks may differ based on your students' needs, characteristics and circumstances, and the likelihood that those risks will crystallise**

The Emergency and Business Continuity Plan is a key College document which includes core information about the roles and responsibilities of the Emergency Planning Committee along with identifying the key personnel and procedure for activating the Plan and the College's strategic and operational approach to an emergency situation. Its message underlines the Colleges total commitment to the protection, care and wellbeing of our staff, students and the community for whom we all share responsibility.

It is recognised that any response to such an incident must be a combined and co-ordinated operation; therefore, the College will adopt an 'Integrated Emergency Management' (IEM) approach whereby emergency planning and management is fully integrated as part of the College's everyday operational framework. Planning and preparation will be underpinned by training together with exercises to test the effectiveness of the plans and training given.

The following phases will be considered in producing and maintaining an effective Emergency and Business Continuity Plan:

- Business Continuity Assessment - this identifies risks that could lead to invoking the Plan
- Business Impact Analysis (BIA) - this provides an in-depth review of the College, identifying and costing the impacts on performance that may occur inside or outside the organisation. The BIA will determine which business functions are critical and the maximum time that each can be halted before the impact becomes unacceptable
- Developing a Continuity Strategy - this defines the agreed approach by which recovery can be accomplished
- Emergency Response - this deals with the preparation of the College to respond to emergency situations and how to co-operate with the emergency services
- Awareness and Training programmes
- Testing, maintenance and development of the Emergency and Business Continuity Plan
- Public Relations and crisis communications

The risk that the provider as a whole is unable to operate is very low because our financial performance is good and we have business continuity plans to deal with the following emergencies.

Severe Weather Closure

Flooding

Fire

Offsite incident

Bomb threat or Suspicious Package

Suspected or actual gas leak

Terrorism incident on campus

Terrorism incident in proximity to College

Death of person on College premises

College shut for other reasons

Breakout of contagious illness/disease

Loss of I.T. Infrastructure.

## **2. The measures that you have put in place to mitigate those risks that you consider to be reasonably likely to crystallise**

### **Industrial Action**

The College 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.

Where industrial action does occur, the College 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 in ensuring that any disruption is minimised and students are not, as far as is possible to determine, disadvantaged by the action.

### **Loss of I.T. Infrastructure**

### **College Closure**

Where the College has no option, other than to close, it may consider measures such as those below to protect the student:

- 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.

**3. Information about the policy you have in place to refund tuition fees and other relevant costs to your students and to provide compensation where necessary in the event that you are no longer able to preserve continuation of study**

This policy applies to all college students, irrespective of the funding arrangements for their further or higher education programme, including:

- Students in receipt of a tuition fee loan from the Student Loans Company.
- Students who pay their own tuition fees.
- Students whose tuition fees are paid by an employer or another sponsor.

Refunds will be made where it is necessary to close a class due to insufficient numbers or where the attendance of learners is made impossible or inappropriate by some action of the college. Should this action prove necessary, the refund will be processed as part of standard procedures, there should be no need to contact the college to request this.

In the event of a course closure, refunds will not be paid to those learners who have:

- (i) Voluntarily left the course.
- (ii) Not attended for a period of four weeks prior to closure without previously agreeing a period of planned absence with their course tutor.

Refunds will not be made for any personalised kits or materials which are being retained by the learner or any registration fees which have been paid to another party by the college on behalf of the learner.

The college will honour requests for a refund made in writing within 14 days of enrolment, where a student or their sponsor changes their mind and they withdraw from their programme of study, with the exclusion of short courses of less than one month. These requests should be made to the Finance Manager at the Bishop Auckland Campus or by email to [finance@bacoll.ac.uk](mailto:finance@bacoll.ac.uk). Fees will not be refunded where course closure is temporary or due to circumstances beyond our control, including but not exclusive to fire, flood or other force majeure, adverse weather conditions, failure of public utilities or transport systems/networks, restrictions imposed by the government, terrorist attack or threat of, epidemic or pandemic disease, temporary staff absences or changes including those due to industrial action.

For a refund request in response to an issue or problem with your college course the Complaints Policy document found on the learner virtual learning environment (Moodle) should be followed. Initial contact should be made in writing to the Quality Office at the Bishop Auckland Campus or email [quality@bacoll.ac.uk](mailto:quality@bacoll.ac.uk). In each case, the learner should explain in detail the issue/problem experienced and why the learner believes that they are entitled to a refund. As stated in the Complaints Policy this must be done within 15 days of the issue/problem occurring to enable the college sufficient time to explore options for remedying the issue. The Complaints Policy will be followed and if the issue/problem is substantiated the learner may receive a refund if this is deemed the appropriate resolution, subject to the authorisation of the Director of Finance and Planning. If the claim is not substantiated the learner can appeal referring back to the Complaints Policy.

Financial compensation/refund will not always be the appropriate response to a complaint and it is unlikely that most issues will be resolved in this way. Alternatives to financial compensation might include an apology or goodwill gesture, an offer of alternative learning methods if the course cannot be delivered in the way it was originally intended or repeat delivery of the relevant course element may be offered where possible.

Refund requests of a personal nature should be addressed to The Finance Department at the Bishop Auckland Campus or emailed to [finance@bacoll.ac.uk](mailto:finance@bacoll.ac.uk) giving full explanation as to why the learner believes a refund should be considered. Whilst it is unlikely that the college will be able to accommodate these after the 14-day enrolment period, a credit note may be issued in exceptional circumstances as a goodwill gesture. The credit note will be restricted to the named

student/ employer, has a time limit of twelve months for redemption and does not have a cash equivalent.

If a refund is agreed through either course closure, within the 14-day enrolment period, or as a result of an investigation through the Complaints and Compliments Policy and Procedures, the following refund process will apply:

- Where the original payment method was by cheque, refunds will be by cheque.
- Where the original method was by cash, refunds will be made by cheque (the college does not hold large cash sums and adheres to the money laundering regulations covering the handling of cash).
- Where the original payment was by credit/debit card, a refund will be made back to the same credit/debit card, unless the card has expired and we are unable to contact the payer for a new expiry date, in which case the refund will be by cheque.
- Where the original payment was made directly into the bank, a refund will be returned to the account from which the original payment was received.
- Where the original payment was received from the Student Loan Company, refunds will be made to the Student Loan Company. The Student Loan Company will reclaim fees as a result of the college completing a change of fee notification. The Student Loan Company will then be responsible for amending the student's repayments to reflect the reduced loan amount.

Where fees were invoiced to and payment received from an Employer/Sponsor, refunds will be returned to the Employer/Sponsor by the same payment method.

The college will incorporate provisions within its annual budget for the potential payment of tuition fee and other refunds and compensation payments to students. A combination of cash reserves and (where appropriate) insurance policies will be designated for those students where an increased risk of non-continuation of study has been identified. Arrangements will be developed during 2018 and will be in place by August 2019.

*Please provide an evidenced statement of how you will ensure that you can deliver the financial implications of your refund and compensation policy. For example:*

We have adequate cash reserves to provide refunds and compensation for those students for whom we have identified an increased risk of non-continuation of study.'

#### **4. Information about how you will communicate with students about your student protection plan**

We will publicise our student protection plan to current and future students by including a link to the Plan on our website and signposting students via the Definitive Course Documents.

We will ensure that staff are aware of the implications of our student protection plan when they propose course changes by including the Plan, its contents, all developments and updates on the HE Standards and Working Committee agenda to ensure all Learning Areas Managers and key staff are up to date with all developments.

We will review our student protection plan by including the Student Union President in any discussion and development. The collection of feedback from student focus groups including our HE Student Focus Group will be fed into the HE Standards and Working Committee for further discussion. Any developments or amendments made at this stage will be communicated to the Student Union president and will be updated in the definitive course documents and website accordingly.

We will inform our students if there are to be material changes to their course by post and via Academic staff and Learning Area Managers. We will give students 28 days' notice when we need to make material changes to their course.

If we need to implement the measures in our student protection plan we will ensure the provision of external independent IAG to support students collectively and individually.