



LEEDS  
BECKETT  
UNIVERSITY

# Student Protection Plan

Approved by the Office for  
Students V1.1

V1.1: 01/08/2019

## Student Protection Plan for the period 2019/20

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 following evidenced statements provide Leeds Beckett University's assessment of the range and level of potential risks to students' continuation of study which are all assessed as low risk:

- 1) **The risk** of the University as a whole being no longer able to operate or no longer intends to operate **is low** as our financial performance and position is healthy. Cash generation is strong and a minimum level of performance is targeted through our financial strategy which is overseen by our Board of Governors. Independent verification is provided through our external audit of our annual financial statements and our internal auditors independently verify the effectiveness of our internal controls. Our risk management processes ensure we have appropriate mitigation and contingency arrangements in place to ensure business continuity.
- 2) **The risk** of the University being no longer able to award the qualifications for which our students are registered because:
  - a) the OfS has varied or revoked our University's degree awarding powers, **is low**, because we will take steps to comply with all initial and ongoing conditions of registration and any special conditions that may be required. This is evidenced by positive current external quality assessments e.g. QAA HER 2014, HEFCE APR 2017, TEF 2017 Silver.
  - b) of loss of our designation of courses for the purposes of access to statutory student finance or funding for degree apprenticeships **is low** because of 2a above and due to our University's effective financial and operational management of student loans/degree apprenticeship funding.
  - c) a validating or recognising partner (where applicable) has withdrawn validation arrangements **is low** because the University has degree awarding powers and maintains robust academic standards of awards and standards of recognition/ accreditation and this applies to a very small scale of sub-degree provision licensed under Pearson.
  - d) an international in-country body no longer recognises or approves our provision **is low** because we manage transnational education and provision with others in accordance with the UK Quality Code and comply with the requirements of in-country bodies including annual returns; and also because of 2a above.
  - e) we are unable to offer research awards **is low** because we manage these awards in accordance with the UK Quality Code and recognised research degrees frameworks/standards and manage these with institutional oversight through our deliberative structures.

- 3) **The risk** that one or more of the locations at which the University delivers courses to our students is/are no longer available **is low** because
- a) We have an approved estates strategy which is focused on the ongoing development and investment of our city and Headingley campuses which will support students' continuity of study on our campuses.
  - b) New estates developments (Creative Arts Building at city campus and Sports building at Headingley campus) will provide new teaching and specialist facilities at each of our campuses. This will lead to relocation of some of our current provision into these new campus buildings/locations (and for music related courses a change in the campus location) and is also likely to lead to future consolidation of off campus locations used presently for delivery in Leeds for some courses in the School of Film, Music and Performing Arts. This will have a low impact on students' continuity of study with improved facilities available in close proximity on the city campus rather than on leased premises off campus. The University has in place a migration plan which will continue to be updated. We will establish appropriate arrangements for communication with students/applicants as necessary.
  - c) The university undertakes a risk and due diligence assessment of collaborative partners and locations for provision delivered in partnership with others when considering whether to partner and due diligence in respect of employers in the provision of degree apprenticeships. These approaches enables appropriate control measures and risk management to be implemented where partnerships are entered into.
- 4) **The risk** of the University being no longer able to deliver courses to students in one or more subject areas and/or departments **is low** because the University normally would "teach out" current cohorts and not withdraw courses for current students until they had all completed their study. We manage our portfolio decisions for cessation or withdrawal of courses and new course development carefully with senior oversight and via a defined process/deadlines for this. This approach applies to all courses including collaborative provision. Should other reasons, events or circumstances crystallise and increase this risk, then we will put in place measures to mitigate risk and update the Student Protection Plan.
- 5) **The risk** of the University being no longer able to deliver one or more courses to students, particularly if course closures are likely in the next three years **is low** because the University normally would "teach out" current cohorts and not withdraw a course for current students until they had all completed their study. We manage our portfolio decisions for cessation or withdrawal of courses and new course development carefully with senior oversight and via a defined process/deadlines for this. This approach applies to all courses including collaborative provision. Should other reasons, events or circumstances crystallise and increase this risk, then we will put in place measures to mitigate risk and update the Student Protection Plan.
- 6) **The risk** of the University being no longer able to deliver material components of one or more courses, particularly if there are areas of vulnerability, such as single person dependencies for teaching **is low** because we plan carefully our course delivery, staffing and other resource decisions each year and strategically for the next three years, which enable risks to be managed and mitigated.

7) **The risk** of the University being no longer able to deliver one or more modes of study to students, particularly if withdrawal of a mode of study is likely, **is low** because the University normally would “teach out” current cohorts and not withdraw a mode of study for current students until they had all completed their study. We manage our portfolio decisions for cessation or withdrawal of courses/modes and new course development carefully with senior oversight and via a defined process/deadlines for this. This approach applies to all courses including collaborative provision. Should other reasons, events or circumstances crystallise and increase this risk, then we will put in place measures to mitigate risk and update the Student Protection Plan.

Where the university wishes to make substantive changes such as closure of a mode of study before the course commences, it will do so as early as possible and it will consult students regarding the change, seeking to minimise the impact of these changes wherever possible. If a student does not wish to continue, they will have the right under the Student Contract to cancel their contract according to the processes in the contract.

8) **The risk** of the University being no longer able to recruit or teach a particular type of student **is low** because

- a) we have in place effective arrangements and audit processes for the management of Tier 4 licences and compliances for students and staff;
- b) the university undertakes a risk and due diligence assessment of locations and collaborative partners for provision delivered in partnership with others when considering whether to partner; and
- c) the University undertakes due diligence in respect of employers in the provision of degree apprenticeships.

These approaches enable appropriate control measures and risk management to be implemented where partnerships are entered into leading to a low assessment.

9) **The risk** of the University being no longer able or decides to no longer provide courses with a collaborative partner institution **is low** because the university

- a) undertakes a risk and due diligence assessment of locations and collaborative partners for provision delivered in partnership with others when considering whether to partner to minimise risk to our students and the University’s
- b) manages exit arrangements through an exit strategy with collaborative partners to protect continuation and quality for students; and
- c) normally would “teach out” current cohorts and not withdraw until current students had completed their study.

10) **The risk** of the University being no longer able to provide educational services arising from circumstances that are beyond the University’s or students’ reasonable control in accordance with Leeds Beckett University’s Student Contract **is low** because the likelihood of these types of risk is low; the University has a Business Continuity Plan in place, which covers other events which may cause disruption, and how we mitigate these.

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

The University's assessment of risks to students' continuity of study is low for all risks. In respect of the specific risks under risk event 3 above relating to the University's estates developments (Creative Arts Building at city campus and Sports building at Headingley campus) this is low risk in relation to the impact on students' continuity of study. The University has in place a migration plan which will continue to be updated to manage this transition where this represents a change to campus location of study. We will establish appropriate arrangements for communication with students/applicants as necessary.

## **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**

Leeds Beckett University's Fee Schedule and Liability Policy sets out the University's fees and charges and the way in which students' liability for course fees and charges in the case of suspension of studies or withdrawal which is informed by the mode of study and module load.

The University's Student Contract and the Fee Schedule and Liability Policy in Schedule 1 of the Contract sets out the liability of the University in respect of the provision of educational services. The current Fee Schedule and Liability Policy, is available from

[www.leedsbeckett.ac.uk/-/media/files/public-information/student-regulations/fee-schedule-and-liability-policy.pdf?la=en](http://www.leedsbeckett.ac.uk/-/media/files/public-information/student-regulations/fee-schedule-and-liability-policy.pdf?la=en)

This Policy has been revised for use from 2019/20 to include provisions for refunds of tuition fees, relevant costs and compensation where necessary in the event that we are no longer able to preserve continuation of study.

### **How we will ensure that we can deliver the financial implications of your refund and compensation policy**

The University will ensure that we can deliver the financial implications of our refund and compensation policy where necessary in the event that we are no longer able to preserve continuation of study due to a risk arising under the Student Protection Plan.

Our financial strategy requires that we maintain significant cash reserves each year (of equivalent to at least 90 days' worth of expenditure) and in our budget process we provide for unplanned events through incorporating a significant budget for contingencies. Together they ensure we have the resources available to provide refunds and compensation.

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

### **How we will communicate to current and future students**

We will make the Student Protection Plan, guidance and a short students' factsheet available on our website for current/future students. This will form part of the information provided to students with their Student Contract.

### How we work with current students in the development of this plan

We have worked with the Students' Union in the development of this Student Protection Plan (SPP). We will work with our current students in the development of our student protection plan as follows:

- We will review our student protection plan annually, or when circumstances require an earlier review and seek approval of our plan through executive and deliberative structures.
- Our students will be involved in our review through involvement of the Students' Union, feedback via our deliberative structures and through any specific consultation relating to specific crystallising risks.
- The SPP and guidance will be made available to all students via their Student Contract. The students' factsheet, plan and guidance includes an invitation for students or staff to provide feedback which will inform the annual updating of the SPP. The email for this is: [studentprotectionplan@leedsbeckett.ac.uk](mailto:studentprotectionplan@leedsbeckett.ac.uk)

### Arrangements for communication with affected students

We have established clear arrangements to communicate with affected students should there be a need to implement our student protection plan. The process for this is set out in detail in the Student Protection Plan and Guidance.

We plan for early communication with students/applicants as necessary, with notification normally in writing. Normally students be invited to a meeting (where practicable) with the relevant University manager and any student representatives to discuss the risks, the proposed implementation plan and measures to mitigate the impact on and preserve the continuation and quality of study for students. Students will be provided with the details of independent advice available.

The University will endeavour to provide at least 15 working days' notice should the Student Protection Plan need to be implemented and is likely to result in material changes to their course.

### Wider communication

The plan, factsheet and guidance is published on our website together with further information on implementation. This information is also be available for staff and students including those at collaborative partner institutions. We have set out our approach to course changes and closure in our plan. Information on relevant staff training activities is set out in our guidance.

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