

# STUDENT PROTECTION PLAN 2021/2022 (Revised)



Provider's name: Barking & Dagenham College

Provider's UKPRN: 10000528

Legal address: Dagenham Road, Romford, Essex RM7 0XU

Contact point for enquiries about this plan: <https://barkingdagenhamcollege.ac.uk/contact/get-in-touch>

## The aim of BDC's Student Protection Plan:

The plan aims to provide students studying on higher level courses with clear, accessible information about how the College assesses and manages risks that might affect their studies. It also provides information about what students can expect to happen should a course, campus, or the College close. This helps to ensure that students can continue and complete their studies and provides information about fees and compensation available if something unexpected occurs which might have an impact on their course. The plan provides protection for students regardless of how their fees have been paid or how the course is funded. The Student Protection Plan is reviewed annually to ensure that risk assessments are current based on all known possible events at the time.

The College will always work with students wherever possible to identify a personal solution to any eventuality.

## Who this applies to:

The Student Protection Plan applies to all students who start a higher-level programme of study (level 4 and above) from 1 August 2021, including:

- Certificates of Higher Education
- Diplomas of Higher Education
- HNC/D and Degrees (or top-up)
- Higher apprenticeships

## How we manage risks:

The College has a *Risk Management Strategy* in place to manage risks detailed in the *Risk Register*, including risks associated with Higher Education. Other risk management protocols are in place, including the Disaster Recovery and Business Continuity Plan, and the COVID-19 Recovery Plan which are reviewed by senior leaders.

The College has identified a number of potential scenarios that could arise, together with an explanation of the steps the College would take to protect students' continuation of study. These measures are set out in the table below and are in addition to the protections that students have under consumer protection law, and do not affect students' consumer rights.

| Possible Risk  | Ways in which the College will mitigate these risks, if required  |
|--|---|
| The College ceases to operate due to poor financial health | The College's Financial Health rating has maintained excellent/good status for the last 10 years and well-established procedures for operational management processes are in place to ensure that the College remains in a robust financial position. Any impact on the ability of the College to operate is minimal. The College business planning process ensures a diverse range of courses and income streams are offered allowing it to balance any potential financial risk. Furthermore, the College's operating model is agile, responding to political and environmental changes.  |
| Campus closure or parts thereof                            | All higher-level courses are delivered at the Rush Green Campus. The risk of disruption to delivery is low and the College has no plans to close the campus or parts, thereof where higher level courses are delivered. During 2020, the College completed further investment in the site with the establishment of the East London Institute of Technology (ELIoT). This building, where all higher-level courses are located, is equipped with leading cutting-edge technology, workshops and classrooms.<br>In the unlikely event that part or whole campus closure is required, the College will consider relocating any provision impacted to an alternative suitable location which could include other College campuses. |

|   |   |
|---|---|
| <p>Disruption of College activity due to a pandemic</p>               | <p>At the outset of the Covid-19 pandemic, the College implemented a detailed plan to manage its operations, including its ability to continue to deliver teaching and support students as a result of lockdown restrictions. The plan has continued to evolve, reflecting the changing nature of the pandemic. Covid-19 variants persist, which increases the likelihood of local restrictions and possible lockdowns. The College has designed and prepared for the delivery of all programmes in such a way that they can be delivered remotely through online platforms or in a blended way with minimal impact to students learning. This is in line with Government guidance and education sector practice.</p>   |
| <p>Unscheduled termination of a validating partnership</p>            | <p>The College has excellent relationships with its validating partners and has memorandums in place with each of its university partners. These set out the commitments of both the College and University to ensure termination arrangements are focused on ensuring that, in the highly unlikely event of a termination of a validating partnership, students will be supported to achieving their qualification. If this risk were to materialise, the College would work to negotiate student transfers with its local higher education partners. If the College is unable to provide the teaching and assessment opportunities, the universities will identify appropriate arrangements which may include accommodating the students or identifying replacement providers to teach out to certification.</p>  |
| <p>Course or programme changes (including closures)</p>               | <p>The College will do all that it reasonably can to provide the courses and modules as described on its website and published documents. There may, however, be the occasion where the College may be required to cancel, combine, or reschedule courses and/or classes. This might, for example, be where the numbers recruited to a course are so low that it affects the student experience, or where applications indicate low take ups. In such cases, the College will make every attempt to offer suitable alternative provision.</p> <p>Where courses are being considered for closure, suspension or a substantial change, the College will follow its course closure/amendment process. Existing students on programmes likely to be affected by substantial changes or course closure will be invited to a meeting with the Head of Higher Education and Technical Skills where they will be given the opportunity to discuss the College's proposals and provide input of concerns they might have. The options would include, for example, the transfer to another course of study or a supported transfer to another HE provider. Courses that are to be discontinued, and which currently have students on programme, will enter 'teach-out' arrangements, with the university validating partners maintaining oversight of this process. This would include opportunities for any students on a "break from learning" or "interruption" from studies. For these students, the College would also ensure the students had equal opportunities to referral and resit periods.</p> <p>Where a suitable alternative course cannot be found or agreed and/or there are differences in tuition fees, the College's <i>Refunds Policy (Annex A)</i> will be activated.</p> <p>Students who are under offer will be notified immediately by the Admissions &amp; Recruitment team of any closure or any changes which may impact on their decision to study with us through the.</p> |
| <p>Inability to deliver specialist modules due to staff shortages</p> | <p>The College's programme areas regularly review current and future course resources and staffing. The College has an effective staff recruitment process to secure permanent, part time and specialist staff. A significant proportion of the academic staff are permanent lecturers and deliver across Further and Higher Education programmes.</p>  |

**What about fees and costs? Would I get any compensation?**

The College is mindful that following the introduction of higher fees, students are making a significant personal investment in their education. As such, the College's approach to the setting of fees and associated policies,

including refunds, are regularly reviewed to ensure they reflect the College's values, regarding fairness and transparency, whilst protecting the quality of the provision and student experience.

The College's Fees Policy sets out the provision for refund of fees (and compensation) in the event of the Student Protection Plan being triggered – the relevant section is included at Annex A.

#### **How do students know about the student protection plan?**

The Student Protection Plan is displayed on the Virtual Learning Environment and website. Any further questions about the plan can be submitted via the website <https://www.barkingdagenhamcollege.ac.uk/contact/get-in-touch>

All new students are made aware of the Student Protection Plan when they accept their offer to study at the College and reminded thereof in any successive year of study via the re-enrolment process.

The College communicates with students through a range of methods. This includes letters, text messages, group tutorials and formal meeting requests. If a measure of the Student Protection Plan is implemented, the College will use the most appropriate method to communicate with students who are affected. The College will also work with relevant staff and our awarding bodies to ensure we support students collectively and individually.

#### **Complaints about the Student Protection Plan?**

Please see our Compliments & Complaints Policy which is available on the College website

<https://www.barkingdagenhamcollege.ac.uk/assets/files/Higher-Education-Documents/Compliments-Complaints-Policy-2021.pdf>

## Annex A

### FEES REFUND POLICY

1. The College will give a student, employer or sponsor a full refund if the course in which they have enrolled is withdrawn by the College for whatever reason.
2. The College will not give a refund if a student withdraws from the course in which they have enrolled, unless the withdrawal is more than 7 days before the start of the course and a valid reason provided in a signed written statement.
3. The student will be encouraged to enrol on a more suitable course if the reason for withdrawal is the unsuitability of the original course, despite appropriate advice and guidance by the College. In this case, provided the cancellation and re-enrolment is made within the year, any fees already paid for the original course will count towards the fee payable for the new course. If the fee for the new course is higher, the student will be required to pay the extra fee; if the fee is lower, the student will be refunded the difference.
4. If a student is not satisfied with the quality of a course, a refund will only be considered after completion of an investigation as part of the College's complaints procedure. Refunds will not normally be agreed where a small number of classes may have been cancelled during a course and suitable alternative arrangements have been made to maintain the required level of study.
5. Examination fees are only refundable if the payment has not yet been made to the examining body, or the fees have been refunded by the examining body.
6. Materials or equipment costs will only be refunded in exceptional circumstances.
7. Compensation to students that have had their learning agreement cancelled due to the action of the College will be treated on a case by case basis and approved by the Chief Finance Officer.