



## **STUDENT PROTECTION PLAN 2019/20**

### Introduction

The University is required to publish a Student Protection Plan, as part of its registration with the Office for Students (OfS). This Plan sets out how the Arts University Bournemouth evaluates and manages any potential risks to your studies: these may range from the very serious (the risk of closure of the University as a whole) to the much more local (minor changes to your agreed course of study). In this document, we consider how likely each of these risks is, and the action we have taken to minimise those risks. We also explain your rights in the unlikely event that a risk is 'triggered'.

If you have any feedback on the Student Protection Plan, or any questions about its provisions, please contact the University Secretary by email [jrenyard@aub.ac.uk](mailto:jrenyard@aub.ac.uk).

### **Assessment of risks, and how likely they are to crystallise**

The risk that the University as a whole is unable to operate is very low because our financial performance is sound, and we have been confirmed as being 'not at higher risk' by HEFCE (the former higher education regulator) in each of the last five years.

We have a Business Continuity Plan which sets out how we would deal with situations where parts of our campus were unavailable for an extended period, but the risk of this is also low. All the buildings on our campus are classed as being either "as new" (55%) or "operationally sound" (45%); no buildings are classed as requiring a major overhaul within the next three years, or otherwise unsuitable for study. All our residential accommodation is classed "as new". We are confident that the full campus will continue to be operational for new students, and that we will be able to deliver the courses we describe.

The risk that the University loses its degree-awarding powers is very low. We take our responsibilities very seriously for the awards we make. We prepare an annual report for our Board of Governors which demonstrates how we know that the standards of awards we make, and the quality of the student experience, meet UK expectations.

As a specialist University, all of our courses fall within the creative arts or a related field (such as architecture, or arts management). We have no plans to extend this range; or to remove any subjects of study.

All courses are delivered at a single campus. The University makes use of two further local sites, to provide rehearsal and production space. Each of these is on a long-term agreement, and thus the risk that this be unavailable in future is low.

The risk that we are unable to run whole courses, or material components of courses, is low. Courses are designed to be delivered by integrated academic staff teams, and given the cognate nature of many disciplines at the University, and the support of expert technicians, there is a low risk that any specialist skills or knowledge would not be available. Many courses

include considerable flexibility in terms of student projects, and projects are approved only if they can be supported by the staff team. The established staff base is supported by a number of Visiting Tutors, who often bring current industry experience as well as skills; this provides considerable flexibility to support course teams.

There is a moderate risk that, over time, some courses will become unviable because of the changing nature of student demand. This is most likely to apply to postgraduate taught courses, where numbers are generally lower.

The University offers undergraduate provision on a full-time basis only; and all postgraduate provision is available on a full-time basis. Postgraduate research and some postgraduate taught provision is offered on a part-time basis also. The risk to students on any specific mode of study is low, as the University is committed to enabling all students who are already on-course to complete their studies, even if it decides to close a course, or a mode of study, to new entrants.

Postgraduate research is offered under a validation arrangement with the University of the Arts, London. There is a low risk that this partnership will be discontinued, as the two institutions continue to work well together. The most recent formal review of the partnership took place during 2017, and confirmed the arrangement for a further five years until 2022. The agreement between the two universities confirms that any student already on course will be supported until they have completed their studies.

There is an extremely low risk that the delivery of a course, or a material component of a course, will become unviable or undeliverable because of an Act of God or similar unforeseeable circumstance.

There is a low risk that the University will lose its Tier 4 licence. We have clear and well-understood systems to ensure that we only make offers to students who will meet Visa requirements, as well as educational requirements; and we monitor student attendance and engagement on a weekly basis. The University underwent a successful UKVI Audit in 2015.

There is a low risk that students on validated courses at partner institutions are unable to continue with their course for reasons of institutional failure. In these circumstances, the University has agreed that it will support students to find alternative educational offers which are suitable to them, either locally or at AUB.

We have conducted an Equality Impact Assessment of these risks, and we are confident that there are no specific implications for any students with protected characteristics.

### **Actions we have taken to minimise risks to students (for risks which are more likely to crystallise)**

In any case where the University decides to close a course, for example for the reason of non-viability, we have an absolute commitment to “teach-out” for any students already on course. For those postgraduate taught students on part-time awards, this may mean that teaching or supervision continues for up to two years beyond the date when no new entrants were admitted to the course. For postgraduate research students, supervision would continue until they had completed the course.

Teach-out will continue to take place at the Arts University Bournemouth campus, and will not require a transfer to another campus or provider.

We have conducted an Equality Impact Assessment of these risk mitigation measures, and we are confident that there are no specific implications for any students with protected characteristics.

## **Refunds and compensation if the University cannot preserve continuation of study**

Our Fees and Charges Payment Policy includes clear information about refunds; we do not distinguish between different sources of fees, but have a consistent policy on refunds for all students. The policy can be found at <http://webdocs.aub.ac.uk/Fees%20and%20Charges%20Payment%20Policy.pdf>

Given the low risk that the University is unable to preserve continuation of study, we have not previously published a separate policy on compensation, although we are clear in our terms and conditions that the University will consider providing compensation where it believes there is a fair case to do so, although our priority would be to ensure that student expectations were fully met in other ways.

In the rare event that compensation were appropriate, any decision would be made by the Vice-Chancellor's Office, taking account of all relevant factors. These factors would include any maintenance costs unavoidably incurred by the student, opportunity costs (that is, any loss incurred by the student by deciding to study rather than to take up other options), but also the proportion of any contract let unfulfilled, and any mitigation offered by the University of which the student has not taken advantage. Decisions would be made on a case by case basis, and the student would have the right to appeal to the Chair of the Board of Governors and, if ultimately dissatisfied, to the OIA. We shall publish a formal Refund and Compensation Policy by 1 January 2019.

We do not consider that any students are at increased risk of non-continuation of study, and would meet any compensation claims from our reserves.

We plan to be signatories to the proposed UKADIA Student Protection Agreement, under which member institutions would commit to responding positively, where possible, to requests to provide continuation of study to any student we are no longer able to teach for whatever reason. Hence in the unlikely event that we were unable to deliver a course to completion, any student registered with AUB would be likely to find an alternative study provider.

## **How we will communicate with you if any changes are proposed during your course of study**

Major course changes can only be made using the periodic review process, under which each course is subject to review every five years. The default expectation is that any changes proposed by the course team will not apply to current students, unless the student cohort agrees to the change. Support for the change has to be 100% for it to proceed. (Changes are never agreed for a cohort which is to enter Level 6, which is the final year of an undergraduate Honours degree course.) If changes are made which may impact on incoming students to Level 4, who are currently within the admissions process, the University writes to these applicants to explain the changes, and offer them the opportunity to withdraw their application if they wish. We may also offer an alternative course of study; or support them in applying for a course at another institution.

The process for making minor modifications to courses includes a specific requirement to explain how the proposed change is in the student interest, and how student views have been taken into account. Minor modifications are approved by a sub-group of the Learning, Teaching and Quality Committee, comprising the Deputy Vice Chancellor, Deans and University Secretary. This group is required to confirm that the expectations of the Competition and Markets Authority are met.

We shall review our Student Protection Plan annually, in consultation with the Students' Union. The sabbatical officers will be invited to involve further student representatives if they consider that this would be useful.

In the event that there were to be material changes to a course, we should notify all students by letter and by email; and where possible, would arrange to meet with them in person. We should intend to give as much notice as possible (and a minimum of six months), but in the event of an Act of God or other unforeseeable occurrence, this may not be practical.

We shall always do our best to minimise the impact of any changes by identifying alternative ways of meeting student expectations; but we shall provide compensation where the University believes that there is a fair case to do so.

Students have access to impartial advice from the University's Student Services team. They also have access to a professional Students' Union staff base, and sabbatical officers. In the event that the University needed to implement any aspect of the Student Protection Plan, we should seek agreement with a fellow specialist institution that their advice team could also support our students to ensure that any advice was perceived to be fair and objective.

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