



Student Protection Plan 2022/23

| Item | Description |
|--|--|
| Document Reference: | PL.024-v004 |
| Document Name: | Student Protection Plan 2022/23 |
| Review Date: | May 2023 |
| Last Reviewed: | June 2022 May 2021 |
| Commencement Date: | June 2020 |
| Approving Authority: | Education Committee / Academic Board |
| Date Approved: | June 2022 |
| Department Responsible for maintenance & review | Student, Library and Academic Services, Quality and Teaching Excellence |
| Contact: | ar.qte.reqs@northumbria.ac.uk |



May 2020

| | |
|---|---|
| Northumbria University UK Provider Reference Number: | 10001282 |
| Northumbria University legal address: | Sutherland Building, Newcastle upon Tyne, NE1 8ST, UK |

Contents

| | | |
|----|---|----|
| 1 | Introduction: Purpose of the Student Protection Plan | 1 |
| 2 | Our commitments to our students | 1 |
| 3 | What type of events will prompt this student protection plan? | 2 |
| 4 | Likelihood of major changes triggering the Student Protection Plan | 3 |
| 5 | Student Protection Measures - Newcastle campus | 5 |
| 6 | Student Protection Measures - London campus..... | 6 |
| 7 | Student Protection Measures - Amsterdam campus | 7 |
| 8 | Student Protection Measures - Franchise and Collaborative Venture programmes..... | 8 |
| 9 | Student Protection Measures - Pearson Distance Learning | 9 |
| 10 | Student Protection Measures - Northumbria and QA Degree Apprenticeships..... | 10 |
| 11 | Student Protection Measures - Newcastle Degree Apprenticeships | 11 |
| 12 | Notification, advice and support | 12 |
| 13 | Related key documents..... | 12 |
| 14 | Student complaints | 12 |



1 Introduction: Purpose of the Student Protection Plan

Students and their education are at the heart of Northumbria University. The University is committed to supporting our students achieve the best academic outcomes from their studies. The University will deliver student programmes and has arrangements in place to ensure programmes will be delivered effectively. In addition, the Higher Education and Research Act 2017 requires universities to maintain a Student Protection Plan to protect students' interests in the case of material change, e.g. programme changes, suspensions, campus closures, or institutional closure. This Student Protection Plan sets out what measures we have in place to protect our students in the event that a risk to the continuation of studies should arise. The type of event or changes, which might cause such a risk, are detailed below.

A Student Protection Plan is a requirement of the University's registration with the Office for Students and it will be reviewed and refreshed on a regular basis by the University in collaboration with students as part of ongoing registration with OfS¹.

The measures contained in this plan are in addition to the protections available to students under consumer protection law, and do not impinge on consumer rights². The plan also recognises that, with effect from 1 April 2021 and following a sector consultation, the Office for Students (OfS) has introduced a new condition of registration (C4) to protect students' interests where a university, college or other higher education provider runs into severe financial difficulties - or has to close for other reasons. This condition affords the OfS the powers to direct universities and colleges to take certain actions should they face potential closure which include arranging student transfers, providing information advice and guidance to students, or refunds on tuition fees. In recognising the predominance of the student interest, the new condition takes account of scenarios where:

- the pandemic has impacted on the financial position of some higher education providers, thus exposing a small number to the increased risk of needing, or choosing, to close. In the case of Northumbria University, we consider this risk to be well managed and appropriately mitigated via prudent financial planning and targeting of resources;
- there are prevailing weaknesses in the student protection plans as identified by the OfS which must be addressed and implemented in the event of a risk of closure;
- when swift action needs to be taken to protect the interests of students and the deployment of the previous regulatory tools serve only to create unhelpful delays.

2 Our commitments to our students

In line with our [Student Charter](#), we commit to:

¹ For more information see: <https://www.officeforstudents.org.uk/>.

² For more information see: [Competition and Markets Authority](#)

- being open and transparent with students should any risk to the continuity of studies arise; we will inform students of risks in a timely manner
- taking reasonable steps to protect students and their study should we discontinue a programme, close a location (building or campus) where a programme is primarily taught, or if we close altogether
- taking into consideration the needs of all our students and the impact on them of any proposed changes and protective measures (including students on placement or on an approved interruption to their studies)
- considering students when deciding to implement any substantial changes to a programme or discontinuing it, or closing a location
- supporting our students, by the provision of clear and timely information, advice and guidance and other support as appropriate, in the event of significant changes that impact their studies

We are committed to informing the OfS of material changes to the plan or any of the measures contained within it.

We will regularly seek students' views on this plan as part of our student feedback processes. Any views, concerns or feedback in relation to this plan should be sent to Student, Library and Academic Services, Quality and Teaching Excellence via the ar.qte.regs@northumbria.ac.uk email address.

This Plan will be made publicly available to all students on our website, along with enrolment terms and conditions and other key documents.

3 What type of events will invoke this student protection plan?

We retain the right to make minor adjustments and improvements to programme and module content year on year, and these in themselves do not warrant the triggering of student protection measures – see below. Nor is the Student Protection Plan activated in instances when:

- individual student circumstances require Termination of the [Enrolment] Agreement in the Light of New Information (Section 2.5 of the [Handbook of Student Regulations](#)).
- a student ceases to be employed as a Degree Apprentice whether because of individual or employer circumstances³
- pandemic management or other national circumstance necessitates a switch of mode of delivery, or other reasonable adjustments, which enable the delivery and assessment of learning outcomes; e.g. a switch from on campus to fully on-line or blended delivery.

³ Cf reference point <https://help.apprenticeships.education.gov.uk/hc/en-gb/articles/360013279999-Apprentices-that-have-been-made-redundant>

The Student Protection Plan will be activated in the event of major changes; these include circumstances in which Northumbria University:

- decides to discontinue a specific programme on which students are currently enrolled and teach-out arrangements cannot be reasonably assured
- decides to close the location (building or campus) in which a programme is primarily taught and cannot find suitable alternative premises at a nearby location
- decides to cease operating altogether.

We may also need to invoke this plan if:

- the University's Tier 4 licence to recruit international students is revoked by UKVI
- accreditation of a programme by a Professional, Statutory or Regulatory body (PSRB) is withdrawn
- there are serious issues with an educational partner – e.g. the educational partner becomes insolvent.

Any other circumstance in which we can no longer provide a programme to students would also activate this plan.

We will take into consideration the needs of all our students, including those with mobility considerations or special educational requirements.

Should any of the measures in this plan need to be invoked, this process will be overseen by the Academic Registrar, in consultation with the Pro Vice-Chancellor (Education), the President of the Students' Union, the Head of Legal Services and other stakeholders as appropriate.

Normally, this Plan will not be activated for minor changes to the curriculum made in line with the [University's policy](#) and detailed within our [Enrolment Terms and Conditions](#) (listed under Handbook of Student Regulations), or for changes which are evidently in students' best interest (e.g. the addition of external accreditation). Nor will the Plan be activated for circumstances specific to individual students e.g. changes to a research student's supervisors or insolvency of an employer sponsoring a Degree Apprenticeship or postgraduate research student; in these circumstances the University will always seek to secure arrangements which enable students to complete their studies. In all cases, there will be communication and consultation with students. Where the Student Protection Plan is not activated but students indicate that the programme, as delivered, varies significantly from what they expected, there are both internal and external complaint processes available to students ([see Section 14](#)).

4 Likelihood of major changes triggering the Student Protection Plan

Northumbria University is an established UK provider of higher education, tracing its origins back to 1969. A Polytechnic from 1969, the University was formally established in 1992 by the Further & Higher Education Act (1992). Since that time, Northumbria University has successfully sustained a track record of quality HE provision in the UK and internationally. The University's [annual report](#) and accounts demonstrate a history of strong

financial performance and a robust financial position. Noting the University's dedicated mission to offer higher education, its prudent financial management and ongoing monitoring of financial sustainability risks and going concern requirements by the University Executive and the Board of Governors, it is therefore extremely unlikely that the University will close due to financial issues.

For international students, the University has a dedicated professional support team focussed on visa and UKVI compliance. We have held our UKVI licence since 2008 (when they were introduced). We proactively manage and monitor our UKVI licence via internal audit processes and we consider that risk to its retention remains low. Projected increases in international student recruitment from a wider range of destinations can bring a higher degree of risk and the University has in place appropriate due diligence and ongoing monitoring mechanisms to mitigate this risk.

Accreditations by Professional, Statutory and Regulatory Bodies (PSRBs) are actively managed by the University, and particular attention is paid to accreditation with licence to practice implications. We are also committed to maintaining a portfolio of programmes, which are enriched by optional PSRB accreditation. The full list of PSRB accreditations and the programmes covered is available [here](#). We reserve the right to review the range of PSRB accreditations on an occasional basis, including when a PSRB periodically adjusts its accreditation requirements. Consequently, and exceptionally, PSRB accreditation may change. If accreditations change during a period of study by a cohort of students, the University will seek to negotiate with the PSRB to enable current students to complete their studies if possible.

The University's estate in Newcastle, and partner's facilities used for teaching by Northumbria in London and Amsterdam, are actively managed to ensure that they remain fit for purpose. We reserve the right to close, refurbish and build new buildings. Northumbria's commitment to enhancing the student experience means that teaching facilities will be improved and adjusted over time. During any periods of change or disruption, the impact on students will be minimised through the guarantee of alternative nearby facilities of equivalent standard. There is also an ongoing refreshment of IT tools and facilities in line with developments on the home campus. There is therefore an assurance of continuity of service to students even if classrooms, buildings or other teaching resources are adjusted.

In addition to the above, the University has active risk management controls and continuity plans available to ensure a continuous and effective service to students.

Notwithstanding the above, the University recognises that the impact of change in smaller operations and/or within our franchised/collaborative partnership arrangements may be experienced more acutely. Particular protection measures are therefore considered in respect of our:

- London Campus
- Amsterdam Campus
- Franchise and Collaborative Venture provision.

5 Student Protection Measures - Newcastle Campus

5.1 If the University decides to:

- discontinue a specific programme on which students are currently enrolled or loses the right to provide a specific programme or qualification, including recognition by a PSRB;
- close the location (building or campus) in which a programme is primarily taught and cannot find suitable premises at a nearby location.

We will consult students in line with our Student Charter and the principles noted above ([para 2](#)) and take one or more of the following measures to protect continuity of study for our students:

- whenever possible, we will make arrangements to 'teach out' current students where we have voluntarily decided to leave the market or close a programme. This means that we are committed to ensuring the programme of study can be completed by all currently enrolled students, even though the programme is being discontinued and we will not be admitting new student cohorts.
and/or
- we will liaise with PSRBs where possible to assure teach-out with the guarantee of the accreditation; if this is not possible, we will actively negotiate with other universities to seek and secure transfer arrangements for student cohorts and also consider a partial refund to students in compensation for the loss of accreditation.
and/or
- if the above steps are unsuccessful, we will provide advice and guidance to support students in seeking another provider and continuing their studies with them, utilising student/credit transfer arrangements; full transcripts will be provided for study completed with Northumbria; exit awards will also be provided where students meet the [UK framework for HE qualifications](#). And where is provision for this in our Assessment Regulations? All programmes should (where appropriate) have specified exit awards but there are some exceptions.

5.2 As noted above, we do not foresee any circumstances in which the University would cease trading or close a campus, but in that unlikely event, the above provisions would also apply.

5.3 As noted above, from time to time the University will adjust teaching facilities and buildings. If this occurs, we will provide students with as much notice as possible and will provide alternative accommodation. Alternate accommodation may be at a different site in the City. We may also consider adjustments to the timetable. At this time, there are no plans to close any of our campuses.

5.4 UKVI Tier 4 registration is necessary to admit international students to Newcastle or London Campuses. This is actively managed to ensure that we meet and maintain the highest possible standards. Universities are, however, subject to UKVI decisions, including changes to policy over which they have no control. In the unlikely event that

the University's Tier 4 Sponsor Licence is suspended or revoked, the University will take all reasonable steps to minimise disruption to affected students by, for example:

- working with UKVI to allow enrolled students to complete their year of study/programme or allowing students already in receipt of a Tier 4 visa based upon an allocated Confirmation of Acceptance for Study (CAS) from the University to enrol and commence their studies;
- offering students who have not commenced their travel to the University the opportunity to postpone their application pending the resolution of the suspension;
- providing assistance to affected students to switch to an alternative sponsor;
- provision of online learning support for completion of awards if the student is unable to remain in the UK with Northumbria or with an alternative provider.

5.5 If the University is unable to ensure a satisfactory outcome for students to complete their programme by the engagement described above, the University will consider refunds and compensation as necessary. This will include:

- A refund of tuition fees (to the student or their sponsor) where the programme is withdrawn and no alternative arrangements are feasible; the refund will reflect the circumstances and whether an exit award is possible.
- Compensation for reasonable and additional travel costs for students affected by a material change in the location of their studies.
- Compensation for other reasonable costs incurred or already committed to (including where accommodation and maintenance arrangements cannot be cancelled) where it is not possible to preserve continuation of study for a programme at the University or elsewhere.

6 Student Protection Measures - London campus

Northumbria's London provision is run by a joint venture company with QA Ltd, with teaching provided by Northumbria and university approved QA academic staff. QA Ltd is an established provider of HE (since 2011) with a substantial background in training and development. QA Ltd has a substantial estate in London of 129,203 sq. ft across five sites; our current London campus currently comprises 31,100 sq. ft

6.1 We have no plans to cease the University's London provision. However, if the University decides to:

- discontinue a specific programme on which students are currently enrolled or loses the right to provide a specific programme or qualification, including recognition by a PSRB
- close the location (building or campus) in which a programme is primarily taught and cannot find suitable premises at a nearby location

we will consult students in line with our Student Charter and the principles noted above ([para 2](#)) and take one or more of the three measures noted in [Section 5.1 above](#).

Working with QA Ltd, if appropriate, we will also:

- ensure alternative teaching and assessment by Northumbria academic staff who are based in Newcastle, if required, including contact time in London and virtual contact as appropriate during teach-out,
- actively liaise with London based universities to support students to transfer, if required,
- secure alternative premises in London, if required.

6.2 The University has no plans to cease provision in London, but in the event that were to happen, the above provisions would also apply. They would also apply if:

- the University withdraws from the partnership with QA Ltd
- QA Ltd ceases trading or chooses to withdraw from HE provision or its partnership with Northumbria University.

6.3 As noted above, it is probable that the University will, from time to time, need to adjust teaching facilities and buildings. An increase in student numbers at the London campus may require the University to adjust its estate accordingly. If this occurs, we will provide students with as much notice as possible and will provide alternative accommodation. Alternative accommodation may be at a different site in London.

6.4 In the event of the University's Tier 4 licence being suspended or revoked, the measures [noted above \(5.4\)](#) will apply, including liaison with other London based providers of higher education.

6.5 In the event of the University being unable to ensure a satisfactory outcome for students or continuity of study, the University will consider refunds and compensation as [noted above \(5.5\)](#).

7 Student Protection Measures - Amsterdam campus

In 2022/23, the target number of students likely to be taught on the Amsterdam Campus should show a modest growth as applicant numbers have increased fivefold and student protection measures have been designed accordingly. The University's Amsterdam Campus is hosted in premises owned by the Amsterdam University of Applied Sciences (AUAS); Northumbria teaching delivery and associated support space is located within AUAS teaching buildings. Northumbria programmes in Amsterdam are all taught by Northumbria staff based in Amsterdam (or Newcastle) or staff contracted to teach by Northumbria University. Newcastle based Northumbria staff will travel to Amsterdam to deliver teaching and will provide additional support by virtual means. Access to digital resources for students in Amsterdam will be the same as for students in Newcastle. A small number of permanent Northumbria staff, both academic and professional support, are based in Amsterdam to ensure support for Northumbria's Amsterdam based students. Our Director of Amsterdam Campus is based permanently in Amsterdam and has responsibility for oversight of the

student experience. Student accommodation agreements in Amsterdam are not dependent on AUAS.

7.1 We have no plans to cease the University's Amsterdam provision. However, if the University decides to:

- discontinue a specific programme on which students are currently enrolled or loses the right to provide a specific programme or qualification, including recognition by a PSRB
- close the location (building or campus) in which a programme is primarily taught and cannot find suitable premises at a nearby location

We will consult students in line with our Student Charter and the principles noted above ([para 2](#)) and take one or more of the three measures noted in [Section 5.1 above](#). We will also:

- secure alternative premises in Amsterdam, if required
- ensure alternative teaching and assessment by Newcastle based academic staff, if required, including contact time in Amsterdam and virtual contact as appropriate,
- actively liaise with Amsterdam based universities if it is necessary to support students to transfer.

7.2 As noted above, the University has no plans to cease operating in Amsterdam, but if it does, the above provisions ([section 5](#)) would also apply.

7.3 As noted above, it is probable that the University will adjust teaching facilities and buildings. As we have future plans to grow the provision in Amsterdam campus, the University may have to extend its estate. If this occurs, we will provide students with as much notice as possible and will provide alternative accommodation. Alternative accommodation may be at a different site in Amsterdam.

7.4 The University provides advice and support to students on visa requirements for study in Amsterdam.

7.5 In the event of the University being unable to ensure a satisfactory outcome for students or continuity of study, University will consider refunds and compensation as noted in [Section 5.5 above](#).

8 Student Protection Measures - Franchise and Collaborative Venture programmes

The University has a number of programmes offered on a franchise or other collaborative venture arrangement with partners. The current list of partnerships and programmes is available: [Partnership Collaboration Information](#). The University has [rigorous procedures](#) for approving and reapproving partnerships, including those in which there is additional in-country accreditation. for approving and reapproving partnerships, including those in which there is additional in-country accreditation.

In most cases the partner admits, supports, teaches and assesses students; the University normally provides support for learning resources – some direct teaching by Northumbria staff may also be provided. However, the University will invoke the Student Protection Plan in the event of a partner deciding to:

- discontinue a specific programme on which students are currently enrolled or loses the right to provide a specific programme or qualification, including recognition by a PSRB
- close the location (building or campus) in which a programme is primarily taught and cannot find suitable premises at a nearby location
- cease operating altogether
- withdraw from the HE partnership with Northumbria University without teach-out arrangements being agreed.

The University will explore options with the partner to implement one or more of the three measures noted in [Section 5.1 above](#). We will also:

- work with the partner and/or in-country accrediting agency to secure alternative in-country providers to support teach-out
- arrange virtual teaching and support by Newcastle based staff, with the support of a third-party college or Distance Learning Support Centre, if appropriate.
-

8.1 The above measures would also apply if the University withdraws from the partnership and teach-out arrangements are uncertain.

9 Student Protection Measures - Pearson Distance Learning

Northumbria University runs a number of Distance Learning programmes in partnership with [Pearson](#). Pearson supports recruitment to the programmes and also offers additional student support. The programmes are however owned and run by Northumbria University.

9.1 If the University decides to:

- discontinue a specific programme on which students are currently enrolled or loses the right to provide a specific programme or qualification, including recognition by a PSRB;

We will consult students in line with our Student Charter and the principles noted above ([para 2](#)) and take one or more of the measures identified in [Section 5.1 above](#) to protect continuity of study for our students:

- 9.2 As noted above, we do not foresee any circumstances in which the University would cease trading, but in that unlikely event, the above provisions ([section 5](#)) would also apply.
- 9.3 If the University is unable to ensure a satisfactory outcome for students by the engagement described above, the University will consider refunds and compensation as necessary. This will include:
- A refund of tuition fees (to the student or their sponsor) where the programme is withdrawn and no alternative arrangements are feasible; the refund will reflect the circumstances and whether an exit award is possible.
- 9.4 The nature of Distance Learning means that other forms of compensation (e.g. travel) are unlikely to apply.

10 Student Protection Measures - Northumbria and QA Degree Apprenticeships

Some of Northumbria's national Degree Apprenticeship provision is run by a joint venture company with [QA Ltd](#), with teaching provided by Northumbria and QA academic staff. See information above about QA Ltd. The University approves and awards the Degree Apprenticeship programme but QA Ltd admits, supports, teaches and assesses students; the University normally provides support for learning resources – some direct teaching by Northumbria staff may also be provided. QA Ltd engage with Apprentices and their employers.

- 10.1 The University will invoke the Student Protection Plan in the event of QA Ltd deciding to:
- discontinue a specific programme on which students are currently enrolled or loses the right to provide a specific programme or qualification, including recognition by a PSRB or the Institute of Apprenticeships;
 - close the location (building or campus) in which a programme is primarily taught and cannot find suitable premises at a nearby location
 - cease operating altogether
 - withdraw from the HE partnership with Northumbria University without teach-out arrangements being agreed.

The University will explore options with QA Ltd to take one or more of the measures noted in [Section 6 above](#).

10.2 The above measures would also apply if the University withdraws from the partnership and teach-out arrangements are uncertain. In such circumstances, the University will be as proactive as possible in supporting Apprentices. However, there may be limitations on Northumbria University's rights to engage with employers.

11 Student Protection Measures - Newcastle Degree and Higher Apprenticeships

Northumbria University runs a number of Degree and Higher Apprenticeship programmes as approved by the [Institute of Apprenticeships](#). Each programme is run in partnership with the employers of our Apprenticeship students.

11.1 If the University decides to:

- discontinue a specific programme on which students are currently enrolled or loses the right to provide a specific programme or qualification, including recognition by a PSRB or the Institute of Apprenticeships, or early termination of a sub-contracting arrangement;
- close the location (building or campus) in which a programme is primarily taught and cannot find suitable premises at a nearby location

We will consult students in line with our Student Charter and the principles noted above (para 2) and take one or more of the measures noted in [Section 5 above](#) to protect continuity of study for our students.

11.2 Each Degree Apprenticeship includes an agreement between Northumbria University, the student and their employer. The employer is responsible for the provision of work-based learning opportunities and support. The University will proactively engage with employers in respect of their obligations to support Degree Apprentices. However, the University is not responsible if an employer does not fulfil their Degree Apprenticeship obligations. Although it is important to note that funding can continue for an apprentice is a material proportion of their target award has been completed. Nor is the University responsible if an employer ceases trading, and the Apprentice loses their employment. Where a student ceases to be employed as an Apprentice, the University will support the student to completion of the Degree where possible; including transfer to another degree programme. However, the student will not be permitted to continue as a Degree Apprentice unless they secure an alternative sponsoring employer.

11.3 The Student Protection Plan will be invoked if a large cohort of apprenticeship students (20 or more) are affected by a significant change in an employers' ability to continue to support the programme, or as a result of early termination of a sub-contracting arrangement.

12 Notification, advice and support

We will notify students of any changes that may affect their studies in a timely manner. Should the mitigation measures within the Student Protection Plan need to be activated, students will be notified by the Academic Registrar. Where possible, we aim to contact students at least three months prior to the intended dates of the programme change or closure.

Advice and support will be offered in the first instance by our Ask4Help team. Additional, independent, advice and support are available from the [Northumbria Students' Union](#).

13 Related key documents

- The Student Protection Plan will be made available to all prospective and current students alongside the following key documents.
- [Enrolment Terms and Conditions](#) (Section 2 of the Handbook of Student Regulations)
- [The Handbook of Student Regulations](#)
- [The University's Refund Policy](#)
- [The Student Complaint Procedure](#) (Section 10 of the Handbook of Student Regulations)

14 Student complaints

Students' who are not content with the proposed outcomes of our Student Protection Plan may seek independent advice from the [Northumbria Students' Union](#) and/or raise a formal complaint with the University. The [complaint procedure](#) (listed under Handbook of Student Regulations) allows an opportunity for issues to be considered by the [Office of the Independent Adjudicator](#). Students may also:

- raise a concern with the [Office for Students](#);
- have the right to complain to the [Competition and Markets Authority](#).