



## University of Bolton Student Protection Plan

2023-24

**Please note:**

*Students who are enrolled on a University of Bolton programme with a collaborative provision partner will be covered by the University of Bolton's Student Protection Plan, except where the partner is registered with the Office for Students and has its own Student Protection Plan. In that circumstance, the Partner Student Protection Plan will take precedence.*

*If you are studying a University of Bolton degree or other award at a partner college or organisation consult your institution's Academic Registrar or equivalent in the first instance. If you do not know who this person is please contact your programme leader.*

*If you are an apprentice at the University of Bolton, this document should be read in conjunction with the Apprenticeship and Employer Complaint Guidance 2022-23*

<https://www.bolton.ac.uk/student-policy-zone/student-policy-zone-2022-23/apprentice-and-employer-guidance-2022-23>

*This document should also be read in conjunction with the University's rolling FAQ for Students in the context of Covid-19. That FAQ, along with other updates on the University's approach to supporting and protecting students during the pandemic, can be found here:*

<https://www.bolton.ac.uk/student-area/student-coronavirus-update/>

*This Student Protection Plan recognises and accepts the provisions of OFS Regulatory notice 6: Condition C4 (Student protection directions)*

<https://www.officeforstudents.org.uk/media/2f006cca-162f-48a0-97c2-3e9fe8a4b255/regulatory-notice-6-student-protection-directions.pdf>

# Student Protection Plan (incorporating Refunds & Compensation Policy) 2022-23



University of  
Bolton

## STUDENT PROTECTION PLAN

As a registered higher education provider, the University of Bolton, like all other universities in England, is required to publish a 'Student Protection Plan'.

This Student Protection Plan spells out what the University is doing to prevent serious disruption to your studies and what it will do if your studies were to be seriously disrupted.

### A Student Protection Plan covers the following:

- an assessment of the range of **risks** to the continuation of study for University of Bolton students, how those risks may differ based on students' needs, characteristics and circumstances, and the likelihood that those risks will crystallise;
- a description of the **controls** the University has put in place to prevent disruption occurring.
- a description of the measures that the University has put in place to **mitigate** those risks that it considers to be reasonably likely to crystallise;
- information about the policy the University has in place to **refund** tuition fees and other relevant costs to its students and to provide compensation where necessary in the event that the institution is no longer able to preserve continuation of study;
- information about how the University will **communicate** with students and staff about the student protection plan.

In order to make a claim for Refunds or Compensation students should go through the University's standard complaints procedure and complete the forms available at

<https://www.bolton.ac.uk/student-policy-zone/student-policy-zone-2022-23/student-complaints-procedure-guidance-and-forms-2022-23>

If you have any general queries about this plan please contact:

- The Standards and Enhancement Office - [H.Birtwistle@bolton.ac.uk](mailto:H.Birtwistle@bolton.ac.uk)
- Your Programme leader or Head of School
- The Students' Union - [J.Galligan@bolton.ac.uk](mailto:J.Galligan@bolton.ac.uk)

**or**

Professor Patrick McGhee, Assistant Vice Chancellor - [p.mcghee@bolton.ac.uk](mailto:p.mcghee@bolton.ac.uk)

# STUDENT PROTECTION PLAN (INCORPORATING REFUNDS & COMPENSATION POLICY)

## University website location of this policy:

[UoB Student Protection Plan-2022-23.pdf \(bolton.ac.uk\)](https://www.bolton.ac.uk/student-protection-plan-2022-23.pdf)

**Provider's name:** UNIVERSITY OF BOLTON

**Provider's UKPRN:** 10006841

**Legal address:** University of Bolton, Deane Road, Bolton, BL3 5AB

**Contact point for official enquiries about this student protection plan:** Professor Patrick McGhee, Assistant Vice Chancellor [p.mcghee@bolton.ac.uk](mailto:p.mcghee@bolton.ac.uk)

*This Student Protection Plan has been developed in consultation with **Bolton College** (which became part of the University of Bolton Group with effect from 1 August 2018) and in consultation with the University of Bolton Students' Union.*

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## Statement by the University of Bolton Students' Union

*The University of Bolton Students' Union was consulted on this policy when it was originally developed and is involved in reviewing it on an annual basis.*

*The Students' Union is part of the SPP Review Group and is involved in assessing the SPP and improving it year-on-year as necessary.*

*The Students' Union considers this policy to be fair and proportionate, in line with best practice across the UK and the requirements of the Office for Students. The Students' Union will continue to work in partnership with the University in order to ensure that the interests of all students are taken seriously, responded to effectively, and where appropriate, and if there is no satisfactory alternative, that there is a refund or compensation if things go wrong.*

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## Introduction

This policy, and the accompanying Refunds and Compensation Policy, should be read in the context of the University's statutory responsibilities under the Consumer Rights Act 2015 (CRA), the Higher Education and Research Act 2017 (HERA) and the arrangements for the institution's registration with the Office for Students. Additionally, the University seeks to ensure compliance through this Student Protection Plan with its responsibilities to OIA and QAA guidance. This policy should also be read in conjunction with the University's Conditions of Enrolment and Complaints procedures.

We seek to make our policies and practice in this area **fair, consistent, clear** and **accessible**

In order to make a claim for Refunds or Compensation students should go through the University's standard complaints procedure and complete the forms available at:

<https://www.bolton.ac.uk/student-policy-zone/student-policy-zone-2022-23/student-complaints-procedure-guidance-and-forms-2022-23>

Apprentices or their employers should go through the complaints procedure for Apprentices and employers at:

<https://www.bolton.ac.uk/student-policy-zone/student-policy-zone-2022-23/apprentice-and-employer-guidance-2022-23>

## Section One - Student protection plan for the period 2022-23

### **GENERAL - ASSESSMENT OF RISK**

1. We recognise that our students are diverse and sometimes less economically privileged than many other student groups and, in that context, we are aware that they may have less capacity to manage transitional costs than might otherwise be the case. We also recognise that we have a higher than average number of students with disabilities. In these contexts, we are aware of the importance of customised advice and support and the need to have in place clear systems for helping students facing course discontinuation, should the need arise.
2. The risk that the provider as a whole is unable to operate is very low. This is because **our financial performance** for the last 10 years has shown a steady growth in operating surplus, despite challenging external sector turbulence.
3. As with any provider, from time to time we might decide to suspend admissions to a programme of study due to viability, shifting market demand, strategic review or other factors. Whilst we might close courses to *new* students, only in exceptional circumstances would we cease to continue to offer the course 'as advertised' to *existing* students.
4. We have **business continuity plans** ('crisis management plan') in place to deal with significant disruptions such as any key IT or cyber attacks which external assessors have confirmed as adequate.
5. We currently have **no plans** to discontinue the delivery of teaching at any of our on campus sites in 2022-23 (or in the foreseeable future).

The risk that we are no longer able to deliver courses in **highly specialised areas** such as nursing, dentistry or psychotherapy during the next three years is low. This is because student demand is high, and the University has engaged in these areas with a long-term view. Even if there were to be changes in demand, we would ensure that all existing students could complete their chosen course of study.

The risk that we are no longer able to deliver **core components** of our courses is low because of our prudent financial management and academic planning oversight. We always have a range of staff who can teach on core components.

6. Our Student Protection Plan (SPP) is aligned with our *Terms and Conditions of Enrolment* which are signed by all of our students as part of the admissions process. The SPP is also aligned with our commitments under consumer protection law. Provisions under our SPP are also reflected in our funding agreement with any students who leave their course earlier than the scheduled date for their target award. Specifically, in relation to our **Course Fees Policy** this is addressed in our *Refund arrangements* – (Clauses 35-39) and in relation to our **Terms and Conditions of Enrolment** policy, this is addressed in the section on *Changes to courses* - Condition 5 and reference to the 'Modification to a Taught Programme Published Guidelines'

*Course Fees Policy 2022-23*

[https://www.bolton.ac.uk/assets/Student-Policy-Zone-2022-23/Enrolment-and-Admissions/Course-Fees-Policy-2022\\_23-Updated-August-2021.pdf](https://www.bolton.ac.uk/assets/Student-Policy-Zone-2022-23/Enrolment-and-Admissions/Course-Fees-Policy-2022_23-Updated-August-2021.pdf)

*Terms and Conditions of Enrolment 2022-23*

[https://www.bolton.ac.uk/assets/Student-Policy-Zone-2022-23/Enrolment-and-Admissions/Terms-and-Conditions-of-Enrolment-2022\\_23-Updated-August-21.pdf](https://www.bolton.ac.uk/assets/Student-Policy-Zone-2022-23/Enrolment-and-Admissions/Terms-and-Conditions-of-Enrolment-2022_23-Updated-August-21.pdf)

[https://www.bolton.ac.uk/assets/Student-Policy-Zone-2022-23/Enrolment-and-Admissions/Terms-and-Conditions-of-Enrolment-2022\\_23-Apprentices-Updated-August-21.pdf](https://www.bolton.ac.uk/assets/Student-Policy-Zone-2022-23/Enrolment-and-Admissions/Terms-and-Conditions-of-Enrolment-2022_23-Apprentices-Updated-August-21.pdf)

*Modifications to a Taught Programme*

<https://www.bolton.ac.uk/assets/Modification-to-a-Taught-Programme-Published-Guidelines-2022-23.pdf>

## **SPECIFIC RISKS AND ASSOCIATED PROTECTIONS**

In addition to the above general considerations, the University recognises a number of specific risks, which while unlikely to occur, are areas where we have specified how we will seek to control the risk (i.e. try and prevent it happening). In other areas we have considered risks which might occur and what we put in place to mitigate (minimise) their impact.

### **7. Student Visa Sponsorship Status**

**Issue:** The University must have a Student Visa Sponsorship licence to enable non-UK students to study at the University.

**Risk:** that the University is no longer able to recruit and continue to teach and supervise international students studying under a Student Visa Sponsorship because the University's sponsor licence has been revoked:

**Likelihood:** (of risk crystallising) Low

**Evidence:** (for the assessment of Likelihood) - The University has held a full Student Visa Sponsorship Licence (previously Tier 4 Licence) under the UK Government's Points-based Immigration system since February 2009 and has maintained its licence since that date. In 2015, the UK's Visa and Immigration Service (UKVI) Higher Education Audit Team (HEAT) audited our compliance in relation to the recruitment and admission, record-keeping and monitoring engagement of international students. The University's internal auditors have also monitored our ongoing compliance with these requirements.

Additionally, the University has a relatively small number of international students and is therefore able to monitor applications and recruitment and student engagement without difficulty.

**Mitigation:** Should the University nonetheless lose its Student Visa Sponsorship Status it would adhere to the requirements of Home Office requirements<sup>1</sup> but seek to use the provisions to maximise the teach out period for affected students, as follows. *"If a sponsor has its licence revoked, its current Students may be permitted to complete their courses under 'teach out' arrangements, though it will not be able to recruit any further international students. In such circumstances, current students' conditions of leave would not be affected."* Additionally, however, the University

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<sup>1</sup> UK Home Office Student Sponsor Guidance Document 4: Higher Education regulatory reform

would seek to find an alternative course provider in Greater Manchester or Lancashire in order to enable students to complete their programme of study.

## **8. Collaborative Provision**

**Issue:** The University has a range of public and private institutional academic partners that deliver leading to awards of the University.

**Risk:** that we would be unable to provide continuity of study due to the failure of a partner organisation.

**Likelihood:** Low.

**Evidence:** When forming partnerships, the University undertakes a range of rigorous and comprehensive due diligence exercises. Such activities assess aspects of the potential partner's current and prospective reputation, governance, financial stability, quality and standard of provision, as well as evaluating the economic, political and environmental context of the potential delivery campus or centre.

We align our arrangements for managing the standards and quality of partnerships with the revised UK Quality Code for Higher Education and especially the Core Practice for Partnerships. We have adopted sector best practice in drawing up and operating partnership agreements.

The University of Bolton takes its responsibility for assuring the academic quality and standards of teaching delivery, postgraduate research supervision and the associated awards very seriously. We have robust review and monitoring systems in place to discharge this responsibility for each partnership with a focus on annual review. We maintain academic oversight of partnerships through a Partnerships Panel, which reports to our Education sub Committee of Senate, which reviews the courses delivered in our name.

**Mitigation:** Each of our partnership agreements describes the circumstances under which the partnership might be dissolved and provides detail of the obligations of each party, including how the interests of students would be protected under such circumstances. Specifically, this is documented in an 'Operations Manual' which is a formal legal schedule to the agreement. This means that every effort will be made to 'teach out' the remainder of a programme for all registered students. This would normally be at the location where the programme was originally delivered.

All of the students studying for a University of Bolton award with partners are covered by these arrangements.

## **9. Recruitment trends**

**Issue:** In a competitive higher education landscape, there is volatility in recruitment across universities and other institutions

Risk: That recruitment falls significantly at the University of Bolton and impacts on our ability to protect students.

Likelihood: Low

Evidence: Overall recruitment at the University has remained relatively stable and this continues to be the case entering the 2021-22 academic year. We have robust internal financial planning systems which have been assessed both by our internal auditors and HEFCE over the last few years as satisfactory.

The University experienced good recruitment of UK Home students in 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 to its undergraduate programmes in the majority of the academic areas. For example, the University experienced strong demand for its programmes in areas such as Nursing, Health & Social Care, Dental Technologies, Psychology, Special & Visual Effects (SVFX). Additionally, there has been growth in research student and partnership recruitment. Slight downturns in some areas have been offset with improved retention rates alongside increased PhD and Off Campus (partnership) recruitment.

Mitigation: The incorporation of Bolton College into the group structure and the associated new pathways to HE from College to University promotes increased recruitment and improved retention in the Bolton and North Manchester sub region. Even if there were a decline in recruitment this would not affect existing students as (i) existing courses would continue alongside associated funding from the SLC, and (ii) our existing reserves and revenue would more than adequately cover student protection commitments.

## 10. Placements

Issue: The University values the enhanced skill development and employability which placements offer as part of the curriculum. Many professional bodies require placements as a condition of professional recognition. The University has managed placement schemes in areas such as Nursing, Youth & Community work and Sport Science for many years.

Risk: That a placement provider is no longer able to offer our students placements.

Likelihood: Low

Evidence: We have run placements over many years and have robust schemes in place to assess the appropriateness of placement providers, the placement offered and the arrangements for the support and safety of students. We have a [Code of Practice for Work-Based and Placement Learning](#).

Mitigation: In areas where placements are essential, we have formal contracts with placement providers, often as part of the funding arrangements as in the case of nursing, for example. Where we have an agreement with an NHS Trust, students would continue their placement at a different location within that Trust. Our placements are covered by agreements signed by the student, the Head of School and the provider which indicate specific responsibilities and key processes.

## 11. Acquisition of Bolton College.

Issue: Since 1 August 2018, the University has acquired Bolton College into its group structure. This arrangement involves the College being a wholly owned subsidiary of the University as a company limited by guarantee, with the College (and the University) retaining its day-to-day operational arrangements and branding. Bolton College is an exempt charity as it is administered by the University.

Risk: That the merger impacts on the ability of the University to protect its student community.

Likelihood: Low

Evidence: There are no implications for existing University of Bolton students. HE students in the College were taught out for the remainder of the 2018-19 academic year, as the last cohort of HE students contracted directly to the College. After that date any HE students taught at Bolton College will be contracted to the University. The governance, planning and funding arrangements for the enlarged group have been reviewed and approved by the Department of Education, having previously been endorsed by HEFCE and the ESFA.

Mitigation: The University and Bolton College worked collaboratively and discussed and shared documents in relation to Student Protection issues in Spring and Summer 2018. There is a high level of awareness of the needs of HE students who are taught at the College and there can be confidence that any difficulties for these students will be noticed early and dealt with swiftly and effectively between College and University. More generally the University has been in dialogue with student representatives on issues such as shared sports facilities to ensure that the merger promotes enhanced opportunities for both university and college students.

## Section Two – Measures Put in Place (Mitigation)

12. We do not foresee circumstances that are ‘reasonably like to crystallise’ where we would be unable to deliver programmes at any of our sites. However, if any **site** became unusable for an extended period of time we would seek to relocate teaching as soon as it is practicable to one of our other sites as all three of our sites are in or near central Bolton.
13. We do not foresee circumstances where we would be unable to deliver any of our **specialised programmes** in the next three years. However, should there be a dramatic fall in demand for any courses we deliver, we would always apply endeavour to teach out to the current students.
14. For many years, we have had in place a robust **programme approval process** which includes an initial business and commercial assessment which incorporates sustainability and risk considerations prior to academic assessment. This process is particularly strong for provision intended to be delivered by third party partners.

15. **Our primary aim will always be to ‘teach out’** those programmes which the University has decided for strategic reasons to decommission. We will always seek to teach out programmes on our own campus rather than elsewhere as we recognise this is less disruptive for students and less costly. In those cases where through force majeure, we have no option but to discontinue a programme for existing students, we will work closely with other providers in the Greater Manchester and Lancashire regions to effect a smooth and appropriate transition for students.
16. Where recruitment is suspended at a partner organisation, we will seek to teach out the course at the same location wherever possible. We regularly monitor the financial health of our partnership activity and ensure that partners are able to complete the programme of studies for all existing students.
17. Given the socioeconomic profile of our students we will seek to minimise any costs that students might have to bear by (i) identifying local providers close to the student’s residence, (ii) making provision to cover expenses incurred in the transition and, within reason, subsequently, and (iii) making appropriate arrangements for transport for students in the initial phases of any transition (eg by putting on buses from Bolton to support student access to campuses of other providers). We will also give customised support for students with any mobility or other special needs to ensure they have full and fair access to continued educational opportunity. In all cases students would be supported to find the most appropriate educational arrangement to effect continuity of study, and funding would be available to ensure that no student is unreasonably disadvantaged in accessing such arrangements (for example students with mobility challenges when the most appropriate arrangement may involve travel).

### **Section Three. Refunds and Compensation**

18. We do not foresee any scenario where we would not be able to preserve continuity of study. However, if any course could not be continued and could not be taught out, our policy for refunds and compensation adheres to UUK principles and can be found at Appendix 1 at the end of this document (Appendix 1).
19. The University takes its responsibilities to students very seriously. In the unlikely event of non-continuation of provision and there being no appropriate similar course to which the student can reasonably transfer, we will where appropriate, in principle be prepared to offer refunds or compensation in line with our Refunds and Compensation Policy. Particular consideration will be given to ensure that students’ are not disadvantaged by virtue of any protected characteristic. Additionally, appropriate recognition will be given to economic circumstances of the students involved in assessing for example what reasonable steps the students might have taken to mitigate impact.
20. We have been recognised historically by HEFCE as not at a higher level of risk, and that we were in the top 25% of institutions in terms of days of operating liquidity, and one of the least indebted in the sector in 2018, 2019, 2020 and 2021. We have cash reserves which would be sufficient to provide any financial redress for those students adversely affected who may need financial support (even though we have not identified an increased risk of non-continuation of study).

#### **Section Four. Information about how we will communicate with students about our student protection plan**

21. We will publicise our Student Protection Plan to current and prospective students by including a link to the policy on our **website** and advise students of the policy at an early stage should the risk of course or site closure significantly increase. This will be done as part of the University's consumer protection law obligations (that is, providing up front information so students, prospective and current, are fully informed). We will incorporate reference to the Policy in our Conditions of Enrolment documentation. In terms of initial awareness raising, we will use social media channels, induction and all-student emails within the first three months of the academic year (and again for January starts). In terms of ongoing awareness, we will also reference the SPP as part of the Student Programme Handbooks and be clear about its function. We have already linked the Refunds and Compensation element to the Complaints procedure such that all students pursuing a complaint or claim will have access to the SPP.
22. We will work closely with the **Students' Union** so that they can also communicate the arrangements to new and continuing students through their website and induction events, as appropriate. In addition, we will always seek to contact all students through emails where they are, or might be affected, by changes to their programme of study. While we will work with the Students' Union, the University recognises that it has a distinct and substantive responsibility to communicate with students directly on student protection matters.
23. We will ensure that **staff** are aware of the implications of our Student Protection Plan when they propose course changes by incorporating the need to advise students into our documentation and our University committees, executives and officers who approve and manage such changes. In terms of initial awareness raising we will use all-staff emails and the staff induction programme. In terms of ongoing awareness we will also reference the SPP on the Human Resources webpages. Training on Complaints will incorporate appropriate reference to, and material from, the Refunds & Compensation Policy.

#### ***How we will work with our current students in the development of our student protection plan.***

24. We developed our initial Student Protection Plan by consulting with the Bolton Students' Union in 2018. This led to substantive improvements in our plan particularly in the areas of notification to assessment schedules and the availability of Student Finance Advisors. In 2019 we had a working group which met in Spring 2019 and included the Students' Union President as a member.
25. We will continue to consult the Bolton SU on the annual review of the SPP. There will be an annual review of the SPP itself which will normally begin in May prior to the

year of application. Thus, the 2022-23 SPP will be based on a review of the extant SPP in May 2022.

26. Our students will be involved in our annual review as the SU President and SU General Managers are full members of the group that updates the SPP annually. The Students' Union engages in **widespread consultation** with course representatives and students. This will be an effective way of systematically, cyclically and proportionately reviewing the policy not in isolation but in the context of the student body's experience of the full range the University's services and courses.

***The arrangements we will put in place to communicate with affected students should our student protection plan need to be implemented.***

27. Should key aspects of our SPP need to be implemented we will **inform** our students by email, through student representatives for the affected provision, through social media, through open meetings and through the officers and elected representatives of the Students' Union, as appropriate. We will ensure appropriate provision for students with disabilities and any special communication needs, recognising that some SLC and other external procedures may be complex and couched in technical language, and that individual students will have distinctive circumstances and issues.
28. We will give students **adequate notice** when we need to make significant material changes to their courses and following consultation with the Students' Union we will seek to always do this well in advance of changes (with particular attention in relation to substantial changes to the date or location of any assessment arrangements). We will advise students that this might not always be possible due to circumstances beyond the control of the University. However, should we need to make strategic decisions for example to decommission one building due to the construction of a new facility we would be able to give students up to 2 years notice. We will in each case however consider what is in the best interests of the majority of students.
29. If we need to implement the measures in our student protection plan we will always seek to communicate clearly with students as to the nature of the changes, the actual or potential impact on them, the reasons for the changes and what their options are. Individual support on academic aspects will be provided by personal tutors and pastoral support will be available through our **Student Services** team including specialist psychological support from our on-site cognitive behavioural therapy service. Working closely with the Students' Union, **Student Services Funding Advisors** will be available to help students understand the funding implications of any transition in recognition of the complexities and uncertainties that such changes can entail.
30. We will put in place arrangements to allow our students to have access to **independent advice** where appropriate if we need to implement the measures in our student protection plan in relation to changes of institution. This might include facilitating support from the Students' Union locally and, where appropriate, from NUS nationally. Beyond this, we will always seek to ensure that students have the option of securing independent advice from career and academic advisers from outside their School or Faculty.

## Appendix 1

### Refunds and Compensation Policy – University of Bolton

#### Statement by the University of Bolton Students' Union

*The University of Bolton Students' Union was consulted on this policy when it was originally developed and is involved in reviewing it on an annual basis.*

*The Students' Union is part of the SPP Review Group and is involved in assessing the SPP and improving it year-on-year as necessary.*

*The Students' Union considers this policy to be fair and proportionate, in line with best practice across the UK and the requirements of the Office for Students. The Students' Union will continue to work in partnership with the University in order to ensure that the interests of all students are taken seriously, responded to effectively and, where appropriate, and if there is no satisfactory alternative, that there is a refund or compensation if things go wrong.*

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11. General Considerations and Principles

## 1. Introduction

We seek to make our policies and practice in relation to refunds and compensation, fair, **consistent, clear and accessible**

In order to make a claim for Refunds or Compensation students should go through the University's standard complaints procedure and complete the forms available at

<https://www.bolton.ac.uk/student-policy-zone/student-policy-zone-2022-23/student-complaints-procedure-guidance-and-forms-2022-23>

Apprentices or their employers should go through the complaints procedure for Apprentices and employers at:

<https://www.bolton.ac.uk/student-policy-zone/student-policy-zone-2022-23/apprentice-and-employer-guidance-2022-23>

**Students should also read the Conditions of Enrolment document which all students sign.**

<https://www.bolton.ac.uk/assets/Student-Policy-Zone-2022-23/Enrolment-and-Admissions/Terms-and-Conditions-of-Enrolment-2022-23-Updated-August-21.pdf>

<https://www.bolton.ac.uk/assets/Student-Policy-Zone-2022-23/Enrolment-and-Admissions/Terms-and-Conditions-of-Enrolment-2022-23-Apprentices-Updated-August-21.pdf>

## 2. What is the difference between Refunds and Compensation?

A **refund** relates to the repayment of sums paid by a student to the university or an appropriate reduction in the amount of sums owed in future by the student to the university. This could include tuition fees, other course costs, or accommodation costs.

**Compensation** will relate to some other recognisable loss suffered by the student. This normally falls into two categories, either: (a) recompensing the student for out-of-pocket expenses they have incurred, which were paid to someone other than the university (such as travel costs) or (b) an amount to recompense for material disadvantage to the student arising from a failure by the university to discharge its duties appropriately.

Financial compensation will not always be an appropriate response to complaints and it is unlikely that most issues will be resolved in this way. The University will strive to ensure that students receive what was promised from their degree and university experience. There are many ways for universities to resolve disputes with students. Alternatives to financial compensation might include an apology or goodwill gesture, or an offer of alternative learning methods if the course cannot be delivered in the way it was originally intended. The University will take a student-centred approach to resolving complaints, and our refund and our compensation policy reflect this.

## 3. Considering claims for compensation or refunds

In line with Universities UK guidance the University will take the following considerations into account when assessing the merit of any claims for compensation or refunds.

The focus in all situations will be on ensuring that students receive the education that they are entitled to expect based on their contract. However, in some circumstances it may be necessary to consider whether compensation, refunds or other forms of non-financial redress are appropriate. For example, in accordance with the Consumer Rights Act (2015), students can seek non-financial compensation such as an apology or goodwill gesture. The University is mindful of its responsibilities under the CRA (2015) in relation to the remedy of repeat performance and/or a reduction in price. Where repeat performance is not possible, the University recognises the entitlement of students in some cases to a price reduction up to the total fee for the relevant course.

Key questions we will consider in these circumstances include:

- Have specific undertakings been given to the students by the University for the way in which the course is delivered?
- Has there been a failure to deliver against material information agreed with the students at the point of acceptance of the offer?
- Has a period of prolonged disruption jeopardised the ability of a University to offer guided learning in a manner that ensures students have a fair and reasonable opportunity to develop appropriate levels of understanding required for the programme?
- Has there been a demonstrable loss to the student? In particular, has the student been able to achieve the learning outcomes for their course?
- Has the student met their own responsibility to minimise losses?
- Has the University followed its own processes in delivering the programme? For example, quality assurance processes and communications to students.
- Has the student been affected in relation to:
  - final degree award
  - accreditation award
  - ability to take up a job offer
- Consideration of any alternative arrangements or adjustments that were implemented for students to mitigate against any loss.
  - Did the student take up what was offered?
  - Were they still disadvantaged despite alternative arrangements?
- If a complaint is made due to disruption to a student's learning experience which is beyond the student's control, for example disruption to the course due to industrial action, how has the University communicated with students throughout the process?

- Have communications been clear and consistent so that students were aware of any changes and how it might affect them?
- Is compensation or a refund the most appropriate way to deal with the complaint. For example:
  - Would an apology from the institution be an appropriate response?
  - Would a 'goodwill payment' be an appropriate response?
- Is a refund or compensation the most appropriate way to address any material failure to deliver the appropriate learning opportunities? This should consider:
  - the basis for a claim – such as loss of teaching time or material impact on learning outcomes and future prospects
  - consider the fact that in the case of a reduction to a student's tuition fee which is covered via a loan from the Student Loans Company (SLC), the institution will need to complete a Change of Fee Notification with the SLC. The student's loan repayments will then be altered to reflect the reduced amount.

#### **4. What happens in relation to refunds for students in receipt of tuitions fee loan from the Student Loans Company?**

Where the University is the direct provider or franchises its degrees to a third party or validates the higher education of a third party, it will seek to provide continuity of study through course teach out or by transfer of students to another HE provider or to itself as appropriate.

The University will ensure that it supports the student and the SLC to transfer future fee loan arrangements for the continuation of study to the new provider. The University will not compensate students in relation to prior loans unless it would be unreasonable not to do so (eg it would be unreasonable to expect the student to continue with their studies at the new provider).

Where the University is not in receipt of funding from the SLC for payment of student tuition, as for example in a validation arrangement (where the programmes of a third party are validated for academic credit and awards by the University), the University will expect the SLC to transfer tuition funding arrangements to the University in order to support the satisfactory continuation of study by students at the validated institution.

Where the University is one of several higher education institutions franchise (subcontracting) courses to a partner, the University will take responsibility for all students affected by any discontinuation of study for which SLC funding is provided to the university. In the event that the partner's delivery activities are discontinued in their entirety, the University will work with the other subcontracting HEIs to ensure the best outcome for students, but will assume direct responsibility exclusive for those students taught under its contract.

In the unlikely eventuality of failure to preserve continuation of study and there is no reasonable offer of transfer to a similar course of study, we will return appropriate tuition fees to the Student to be paid back to the SLC to erase the liability of the student for any scheduled tuition which does not take place.

**5. In the context of non-continuation of provision, what happens in relation to refunds for students who pay their own tuition fees?**

In the unlikely eventuality of failure to preserve continuation of study and there is no reasonable offer of transfer to a similar course of study, we will refund students who pay their own tuition fees an amount enabling registration elsewhere to complete their studies.

**6. In the context of non-continuation of provision, what happens in relation to refunds for students whose tuition fees are paid by a sponsor?**

In the unlikely eventuality of failure to preserve continuation of study and there is no reasonable offer of transfer to a similar course of study, we will refund tuition fees to the sponsor to an amount enabling registration elsewhere to for the student to complete their studies.

**7. What happens in relation to the payment of additional travel costs for students affected by a change in the location of their course?**

Where the location of a course of study is changed by the University and there is evidence of additional travel costs to students, the University will make compensation up to the amount of the additional travel costs for students affected by the change or provide travel support (eg through a timetabled minibus service).

**8. What happens in relation to student bursaries which have been awarded by the University?**

In the unlikely eventuality of failure to preserve continuation of study and the student transfers to a different provider, the University will ensure that the bursary arrangements are honoured, either by the new provider or by the University.

**9. In the context of non-continuation of provision, what happens in relation to compensation for maintenance costs and lost time where it is not possible to preserve continuation of study?**

We will reimburse students a reasonable proportion of additional maintenance costs and lost time where it is not possible to preserve continuation of study where these are not covered elsewhere (eg by existing SLC maintenance grant or loan) and directly attributable to the non-continuation.

**10. In the context of non-continuation of provision, what happens in relation to compensation for tuition and maintenance costs where students have to transfer courses or provider?**

The University will endeavour to ensure that students can transfer to a different provider and will pay reasonable additional costs to ensure a smooth transition. In line with its existing policies the University will consider compensation payment for disruption and distress in line with the UUK principles highlighted under the section above 'Considering claims for compensation or refunds'

## 11. General Considerations and Principles

- a. Refunds or compensation will not be made in respect of modules or years or stages of a programme for which academic credit has already been awarded (though the student may be eligible for compensation in relation to secure transition to another provider or delivery arrangement).
- b. Any claims for compensation must be evidenced, reasonable and proportionate.
- c. The University will not be liable for any claims for loss of past, current or future earnings or other actual or potential revenue or income.
- d. Compensation will only be potentially payable where the University has been forced to discontinue a course and offers no reasonable alternative (including continuation of study at an alternative higher education provider).
- e. Compensation shall principally be designed to enable a student to continue their studies.
- f. In the unlikely eventuality **of failure to preserve continuation of study** and there is no reasonable offer of transfer to a similar course of study, we will return appropriate funding to the student or make other arrangements with the same outcome for the student.
- g. If a course is closed the University will not pay fees for the remainder of the course at another provider **where SLC funding or other equivalent funding is available** for that course at the other provider (as the student will have had that arrangement had the original course continued). However, the University will pay compensation for any costs directly and exclusively related to the transfer to the alternative course per se.
- h. We will seek to integrate our student protection arrangements into our overall programme management operations to ensure that we have a joined up approach. For example, our 'Policy for closing or suspending a programme' links to our arrangements for supporting students in transitional arrangements. This will reflect guidance under CMA in terms of consumer protection and rights as we consider consumer protection law throughout the student lifecycle and student engagement. Similarly, our management of refunds and compensation will reflect fair and transparent procedures within the context of our adherence to the QAA quality code.
- i. Students are able to refer their case to the Office of the Independent Adjudicator under the normal arrangements associated with exhausting the University's procedures.

Version Control

<b>STUDENT PROTECTION PLAN (inc Refunds and Compensation Policy)</b>	
Policy ref: SEO/SPP1	
Version number	2.1
Version date	190422
Name of Developer/Reviewer	Patrick McGhee
Policy Owner (Group/Centre/Unit)	SEO
Person responsible for implementation (postholder)	AVC (OfS)
Approving committee/board	Executive Board
Date approved	24 June 2019 with updates last approved 20 June 2022
Effective from	1 September 2022
Dissemination method e.g. website	Website
Review frequency	Annually
Reviewing committee	Executive Board
Consultation history (individuals/group consulted and dates)	Drafts of the regulation have been considered by: Education Committee, Senate, Students Union, Executive Board. SPP Working Group 2019, 2020, 2021, 2022
Document history (e.g. rationale for and dates of previous amendments)	OfS Registration requirement and aligned with Conditions of Enrolment and Complaints Procedure. This version is the OfS-mandated annual review of the original 2018-19 version submitted for purposes of initial registration. SPP Working Group Consideration/Links updated June 2020 SPP Working Group Consideration/Links updated June 2021 Update of Student Visa Sponsorship Status /Tier 4 information – Section 7 June 2021 in consultation with Provost SPP Working Group Consideration/Links updated June 2022

# REPORT



Teaching Intensive Research Informed

**Report to:** Prof Patrick McGhee  
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**Date:** February 2022  
**Report Sponsor:** AVC (OfS)

## **Review of the University's Student Protection Plan 2021-22, with a note on compliance with the Competition and Markets Authority (CMA) guidelines**

### **Purpose and Approach**

1. The purpose of this report is to outline the findings of the annual review of the University's Student Protection Plan (SPP) 2021-22, required under the UK Government's Office for Students (OfS) Regulatory Framework, Condition C3: 'Student protection plan'. The original Plan was approved by the OfS in 2018-19 as meeting the requirements of Condition C3.
2. The review focuses on the relevance, completeness, transparency and accuracy of the Plan, whether the URLs are correct and working appropriately, and whether the Plan continues to be compliant with CMA guidelines, as per OfS Condition C1: 'Guidance on consumer protection law'. No systematic review was undertaken of the continuing validity of the stated likelihood of the various risks in the Plan crystallising; this should be effected in due course by the relevant group as part of a more substantive revision to the Plan.
3. The 'C Conditions' have recently been amplified by the OfS to cover the current coronavirus situation (OfS 2020.29) and, under Regulatory notice 6 (OfS 2021.09), to add a Condition C4: 'Student protection directions', valid from 1 April 2021. In undertaking the review, the author referred to the OfS Regulatory Framework, several internal and external reports, and the Student Protection Plans of other institutions (two of these are referred to in the bibliography).
4. Communication took place with the Students' Union over the currency and transparency of the Student Protection Plan, and they were content with the substantive content in the document, raising just one query (see paragraph 22 below).
5. A meeting was held with the University Assistant Registrar to explore the Plan's compliance with CMA expectations, taking note of OfS Condition C1. The AVC (OfS), the Head of Quality Systems, and the Director of Marketing and UG Recruitment and Admissions were also contacted concerning specific elements referred to in the Plan (see paragraph 28 below).
6. There has been no need to implement the provisions of the Plan over the past 12 months because none of the events set out in the Plan have come about. The Assistant Vice Chancellor (AVC (OfS)) confirmed that we have had no cause to contact OfS in relation to any of the provisions in our SPP over the period in question.
7. As context for consideration of the CMA aspect, it is noted that reports were produced in 2020 and 2021 (see Bibliography) which reviewed various dimensions of our CMA compliance. Both reports resulted in positive assessments of the University's conformance with CMA guidance.

8. The 2021 report responded to an OfS request to: a. *Re-test whether you were sufficiently clear with new and continuing students about how teaching and assessment would be delivered in 2020-21, the circumstances in which changes might be made, and what those changes might entail; b. Assess whether students received, during the autumn term, the teaching and assessment they were promised and might reasonably have expected to receive based on the information provided; c. Assess whether your current plans for the spring and summer terms would ensure that students received the teaching and assessment they were promised and might reasonably expect to receive based on the information provided.* The Executive Summary of this report states:

*'Having reviewed its actions and arrangements, both currently and prospectively, the University believes there is clear evidence that, in the context of the exceptional disruption of Covid-19, it delivered overall what it said it would for students during 2019-2020 and that it is on course to do so again during 2020-21. **Further, it concludes it remains compliant with the provisions of consumer legislation generally and with the specific issues raised by OfS, in relation to the reasonable expectations of students,** is effective and inclusive in its communications with students and is committed to the maintenance of robust academic standards.'*

## Findings

### Student Protection Plan

#### 9. Summary

It is the author's view that the Plan continues to appropriately provide the University's assessment of general and specific risks to students' continuation of study, the likelihood of those risks crystallising, and the potential impact on students should this come about. It includes measures taken to mitigate the identified risks, arrangements to refund and compensate students where appropriate, and to communicate with students about the Plan and its implementation, as necessary. Thus, the Plan remains compliant with Condition C3.

10. The general and specific risks in the Plan, with the possible exception noted in paragraph 14 below, continue to be relevant; no obvious additional risks are identified. The suggestions for change made in this report, other than those resulting from routine updating, revised cross-referencing, and URL linkage errors, are in the spirit of enhancement rather than correction and can be considered when undertaking the next revision of the Plan.
11. The AVC (OfS) confirmed that the Board of Governors is aware of the recent introduction by the OfS of Condition C4, which is referenced in the SPP. Relevant Board agenda items are annotated with the appropriate OfS Condition number(s).
12. The Plan refers in several places to the University's Student Complaints Procedure and therefore helps to meet the requirements of OfS Condition C2: 'Student complaints scheme'.
13. One source of evidence the OfS may use in judging whether a provider has implemented the provisions of the Plan is student complaints that the provisions of the Plan have not been implemented as set out. At the time of writing there is one, ongoing group complaint by students concerning a placement; placements are one of the specific risks dealt with in the Plan. The complaints process has not yet been completed internally but it is noted that the problems were claimed to involve the suitability and delivery of elements of a placement, rather than the failure of a provider to offer a placement, which is the risk contained in the Plan.

14. Another specific risk in the Plan is the acquisition of Bolton College (SPP paragraph 11) and it might be considered at the next revision how relevant that continues to be, given that the merger occurred in 2018.
15. There are several risks not specifically mentioned in the Plan and, for transparency and completeness, it might be considered at the next revision whether to refer to them in the general assessment of risk or to add them as specific risks. These include: industrial action; loss of PSRB accreditation; loss or restriction of degree-awarding powers; unavailability of a particular delivery mode; unanticipated departure of members of teaching staff.
16. The Plan makes specific reference on the front cover to the new OfS Condition C4 which would come into force in cases of likely market exit. In a similar vein, and to tie in with the clear reference to our rolling FAQs and other updates on supporting students during the coronavirus pandemic, the Plan might also note here that the University's approach takes due account of the OfS 'Guidance for providers about student and consumer protection during the coronavirus (COVID-19) pandemic' (OfS 2020.29).
17. All of the URLs in the Plan are working and with one exception (see paragraph 24 below) lead to relevant webpages or documents. There is reference on SPP page 3 to: 'University website location of this policy: <https://www.bolton.ac.uk/student-policy-zone/student-policy-zone-2021-2022>'. It might be more useful to link directly to the Student Protection Plan at: [UoB-Student-Protection-Plan-2021-22.pdf \(bolton.ac.uk\)](https://www.bolton.ac.uk/student-protection-plan-2021-22.pdf) rather than to the generic Policy Zone.
18. The following paragraph and URL on SPP page 2 is repeated on page 3, although it is appreciated that this might be intentional, for emphasis:

*“In order to make a claim for Refunds or Compensation students should go through the University’s standard complaints procedure and complete the forms available at: <https://www.bolton.ac.uk/student-policy-zone/student-policy-zone-2021-2022/student-complaints-procedure-guidance-and-forms-2021-22>.”*
19. SPP paragraph 5 on page 4 should refer to 2021-22 or changed so that a date is not stated.
20. 'Conditions of Enrolment 2021-22' at the top of SPP page 5 should more accurately say 'Terms and Conditions of Enrolment 2021-22'. Or a more generic heading could be used to encompass the three document URLs that follow. Otherwise, the second and third URLs should each have a heading; the first of these does lead to the correct document but the title should be amended to 2021-22 from 2021-23.
21. In SPP paragraph 6 on page 4, the two mentions of 'Conditions of Enrolment' should say 'Terms and Conditions of Enrolment'. The relevant Clauses in the Course Fees Policy appear to be 35-39 rather than 36-41, whilst the reference to *Changes to Courses* should be Condition 5 rather than Condition 4 in '(Terms and) Conditions of Enrolment'.
22. SPP paragraph 7, on Student Visa Sponsorship Status, refers to evidence from a 2015 UKVI audit which is now seven years old; this raises the question of whether there is a more up-to-date source of evidence. The Students' Union Manager queried whether the mention in paragraph 7 of 'a relatively small number of international students' continues to be a valid claim.
23. In SPP paragraph 8 there could be benefit to relevant students by way of clarity in distinguishing between the overall approach to student protection in our UK partner institutions which are registered with the OfS (which will have their own SPP) and those which are not (and therefore have no SPP). Similarly, there might be value in differentiating between how we protect students on partner programmes we validate as opposed to those we franchise; this might of course interact with whether a SPP exists. It is noted that some of these distinctions are addressed in the Refunds and Compensation Policy, section 4, so they might

also be dealt with here. The current SPP paragraph 8 does of course apply generically to all partnership students, including those studying at international partners outside the UK. Although this large group might itself deserve a separate heading, because the protection measures will of necessity be of a different nature for students studying with our partners outside the UK.

24. In SPP paragraph 18, page 9, the text refers to the policy for refunds and compensation but the URL text both reflects and leads to the 'Student Complaints Procedure – Guidance and Forms'.
25. SPP paragraph 25 refers to a review of the SPP due in May 2021 and may need amending.
26. More generally, there were a range of matters raised by the OfS and others in response to institutions' initial SPPs which could be taken on board during the next revision of the Plan. These include: focussing on students as the audience for the Plan and coverage of the particular circumstances of different groups of students; including protection measures against material shortfalls in academic services, estates, IT, student support and facilities; the inability to progress to a linked course which has closed.
27. Finally, it is noted from earlier minutes of the SPP Panel that suggestions had been made to enhance the awareness and accessibility of the Plan to a student audience, e.g., a visual flowchart, FAQs, a live chat facility on the University website (although a single, central email contact point might be preferable, where questions about the Plan and its general and/or specific implications could be initially directed).

## **Competition and Markets Authority (CMA) compliance**

### **28. Summary**

The measures and protections embodied in the SPP are supported by several other University policies and procedures, specifically: the Terms and Conditions of Enrolment; the Course Fees Policy; the Refunds and Compensation Policy; and the Student Complaints Procedure. The Assistant Registrar, the AVC (OfS), the Head of Quality Systems, and the Director of Marketing and UG Recruitment and Admissions have variously confirmed that these elements of the Plan are reviewed annually, revised, and approved as necessary, and are deemed to remain compliant with CMA guidance, as per OfS Condition C2: 'Guidance on consumer protection law'.

29. Examples of the above include the recent review of the Terms and Conditions of Enrolment, which resulted in the Student Complaints Procedure becoming more prominent, the inclusion of a notice that the pandemic might necessitate changes being made to the student experience, and confirmation that the University would not cancel offers to students should their chosen course be oversubscribed.
30. In 2016 the Student Complaints Procedure was revised to meet the CMA guidance published in 2015 in respect of accessibility, clarity, and fairness to students. The Procedure has not changed in any fundamental ways since then and is deemed to be in continued good standing. Likewise, the Procedure is in line with the OIA Good Practice Guide on Handling Complaints and Academic Appeals, which was reviewed and updated in December 2016. The OIA Good Practice Guide is currently subject to further review, so the University procedure will be reviewed in due course, considering any revised OIA guidance.
31. It is noted that the OfS expect the University to have taken note of legal expectations with regards to consumer protection, whilst not specifying the method of compliance. The external legal advice on CMA compliance provided by Mills and Reeves in December 2015 remains relevant and valid, with its implementation maintained by the University.
32. Partner responsibilities in respect of CMA compliance are made clear in the partnership contract, and implementation is reviewed annually as part of the annual review of partnership operations. It is noted that an event was held with partners in November 2020 to discuss the University's SPP and the harmonising of partner SPPs, the latter having been subsequently sent to the AVC (OfS). A protocol

accompanied by a digital tool is shortly to be rolled out for partners to use to review and confirm the accuracy of all their UOB programme/collaborative provision marketing materials.

33. In-house legal advice continues to be provided by the Registrar and Chief Operating Officer (solicitor), the Assistant Registrar (previously Contracts & Legal Compliance Advisor), who take all reasonable measures to ensure that the University continues to implement consumer protection guidance, advice, and good practice. The Student Protection Plan Panel<sup>1</sup> and other groups and individuals are consulted and meet as and when necessary.
34. The staff responsible also keep abreast of updates on consumer protection laws and current practices provided to the sector through formal channels and membership of networking groups and fora, e.g., CMA, UUK, the Association of University Legal Practitioners (AULP), OfS, Advance HE, Academic Registrars Council (ARC) and Association of Heads of University Administration (AHUA). Notwithstanding COVID-19, the University maintains fair, appropriate, and proportionate controls in giving due regard to consumer protection.
35. In the context of wider monitoring and review of CMA compliance, the minutes of the SPP Panel in September 2020 noted:

*“The Chair suggested that the Reportable Events Panel should deal with monitoring but the annual review of compliance with CMA requirements should continue to sit with the SPP Panel. **It was agreed** that the Chair would discuss the issue of the responsibilities of the former CMA Task Group with the University Registrar.”*

As noted in paragraph 28, the SPP relies upon some specific policies and procedures that are subject to CMA guidance. It is specifically these which are referred to here in terms of their CMA compliance, and not everything that the University publishes which forms part of the contract with students. CMA compliance more generally is achieved separately, as all policies and procedures related to students are reviewed through a consumer protection lens.

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<sup>1</sup> Attendees during 2020 and 2021 were: Prof P McGhee (Chair), C Aindow, H Birtwistle, D Bradburn, C Cowburn, J Galligan, Y Giga, A Hickling, B Knights, Dr A Miller, T Openshaw, D Rout, P Starkey, SU President

## Overall Conclusions

36. This review demonstrates that the University can be assured that its Student Protection Plan remains compliant with the OfS and CMA guidance, notwithstanding the changes required or suggested by this report.
  37. It should be possible to make all the corrections to the Plan proposed in this report without classifying it as 'revised', whether they arise from updating, the need for revised cross-referencing, or correcting URL linkage errors.
  38. Other suggestions for enhancements to the Plan to increase accessibility, transparency and completeness could be considered during a more substantive review and revision of the Plan, which might entail resubmission to the OfS for approval.
  39. Corrections made to the 2021-22 version of the Plan should also be incorporated within the 2022-23 version which is already published in the Policy Zone.
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