

University of Kent

Student Protection Plan for the period 2021/24

Name of Provider: University of Kent

UKPRN: 10007150

Legal Address: The Registry, Canterbury, Kent CT2 7NZ, United Kingdom

Contact point for any queries about this Student Protection Plan: Deputy-Vice Chancellor – Education and Student Experience; Professor Richard Reece email: R.J.Reece@kent.ac.uk

Table of Contents

1. Executive Summary.....	3
2. Introduction and Scope.....	3
2.1 What is the Student Protection Plan?.....	4
2.2 Who is covered by the Student Protection Plan?	4
2.3 What is covered by the Student Protection Plan?	5
2.4 What are student protection measures?	5
3. Publication and Review of the Student Protection Plan	7
4. Risks to the continuity of your studies.....	8
4.1 Education and Student Experience Risks	8
4.1.1 Impact of a pandemic on the education and student experience	8
4.1.2 Closure or suspension of a course of study.....	8
4.1.3 Changes to a course of study.....	9
4.1.4 Industrial Action	10
4.1.5 Inability to undertake Year Abroad/Placement/Degree Apprenticeships.....	11
4.1.6 Loss of specialist teaching staff/professional services staff	11
4.2 Regulatory and Compliance risks	11
4.2.1 Loss of our Licence to recruit international students.....	11
4.3 Infrastructure risks	12
4.3.1 External events that result in temporary building/campus closure (COVID-19 pandemic)	12
4.3.2 Closure of a centre, a campus or if a franchise partner needed to close.	12
4.3.3 Closure of a Centre.....	12
4.3.4 Closure of a Campus	13
4.3.5 Closure of a Partner.....	13
4.3.6 Market exit (including partial or full merger of the University with another institution as well as loss of degree awarding powers).....	14

5. Risk, Probability and Impact statement.....	14
6. Our commitment to you on refunds and compensation.....	15
7. How we will communicate, consult and engage with you about the Plan	15
7.1 Information, advice and guidance	16
7.2 Student Support at the University of Kent	16
8. How to make a complaint about our handling of student protection matters	17
9. Glossary of Terms	18

1. Executive Summary

The University's Student Protection Plan (Plan) sets out what we will do in order to protect your interests and ensure the continuity of your studies in the case of substantial changes to your course of study (both in terms of content and location).

In summary, the Student Protection Plan outlines:

- the type of changes that are covered (and not covered) by the Plan
- what might happen if any of these changes interrupt your studies, or place the continuity of your studies at risk
- our assessment of how likely the risk is to happen, which may vary depending on your course or where you are studying
- what we are doing to mitigate the likelihood of these risks occurring
- what actions the University will take if the Plan is triggered, in order to protect the continuity of your studies
- how we would communicate, consult and support you to continue or complete your studies, or how you can be refunded or compensated if this is not possible.

The mitigating actions are called student protection measures and more detailed information about these can be found on page 5. This Plan has been approved by our regulator, the Office for Students (OfS) and we will notify the OfS if any of the risks outlined arise and the Plan needs to be triggered.

2. Introduction and Scope

The University of Kent is committed to the delivery of an excellent education and the provision of an exceptional student experience to you as our registered students and future students. Your interests are paramount, and all efforts will be made to ensure continuity of study and that you are able to complete the course for which you are registered. Student Protection Plans are required by The Higher Education and Research Act 2017 and are approved by the Office for Students.

The University has a risk management framework to manage major business risks, as well as an internal control framework to manage University processes. We are currently reviewing this framework and the associated controls in light of the pandemic, to ensure that these are as appropriate and robust as possible. The risk register, which includes interruption or termination of educational services and delivery, is reviewed regularly. These frameworks are overseen by University Council and are subjected to audit. These risks additionally include monitoring the University's ability to meet quality and standards of its courses, the ability to recruit students and its financial sustainability and the financial improvement plans.

In addition to effective management of ongoing activities, we have a University-level business continuity plan in place to ensure we can manage unforeseen incidents and protect the student experience. This includes how we monitor and respond to major business risks, including the loss of premises, IT/communications failure, industrial action, major pandemic affecting high numbers of staff or any combination of the above. We will continue to make improvements to the business continuity framework which will be tested and reviewed on a regular basis.

2.1 What is the Student Protection Plan?

The Plan tells you, as a student or applicant, what you can expect to happen should there be a risk to the continuation or completion of your studies through the closure of a course, centre, campus or the Institution. In short, it is a plan to enable you to understand what the risks are to your studies and how these would be managed, to ensure that your interests are protected through any significant changes as applicants or students in line with the regulatory framework set out by the Office for Students (OfS).

The Student Protection Plan links to our [Student Charter](#) and you should read this altogether with the University's terms and conditions (see section 3 below).

2.2 Who is covered by the Student Protection Plan?

Our Student Protection Plan covers all **registered students** of the University in the following categories:

Table 1

UK, European and International on-campus or online
Undergraduate, postgraduate taught and postgraduate research courses
Degree apprenticeship courses
Access courses
Dual or Joint Award courses
Partner College HE courses*

*Please note that not all students studying on courses that lead to University of Kent awards at a Partner College are registered students of the University. Where students are registered with the University the course of study is designated as a 'franchised course' and their interests are safeguarded by this Student Protection Plan.

Where students are not registered with University on a course but with the Partner College or other partner provider institution, the course of study is designated as a 'validated course.' Students studying on validated courses are not covered by this Student Protection Plan; you are likely to be covered by the arrangements set out by the partner provider institution and you should refer to them if necessary.

If you have accepted an offer to study at the University, but have not yet registered, you will be informed if the University is required to enact the Student Protection Plan. If this occurs, we will explain how you are affected and, if necessary, offer suitable alternative arrangements which may include deferral for a year, or advice and support regarding alternative courses or providers.

If you have had your registration with the University terminated (voluntarily by course completion, or as a result of disciplinary action, non-payment of tuition fees, academic misconduct, academic failure, or similar), you are not covered by the Student Protection Plan.

2.3 What is covered by the Student Protection Plan?

The University's Student Protection Plan sets out what the University will do to support you if certain events trigger the Plan, and the actions that will be taken to ensure your continuity of study is protected as fully as possible. Table 2 provides an overview of what events are covered, as well as those that would not come under this Plan.

Table 2

Covered (Material/ Major changes) <i>If the University:</i>	Not covered <i>If the University makes:</i>
✓ Implements changes to your specific course, for example the removal or addition of core modules	<input checked="" type="checkbox"/> Minor adjustments and improvements to your course. These may include minor adjustments to the course in response to student feedback, external examiner reports and professional accreditation requirements. (This could include no longer accepting new students onto a particular version of the course, whilst teaching out those that are registered) <input checked="" type="checkbox"/> Minor adjustments to your module content or optional modules, assessment patterns or delivery modes (which are covered by the University's Code of Practice) <input checked="" type="checkbox"/> Changes to your timetable, including rooms, buildings or close-by locations. <input checked="" type="checkbox"/> Changes to supervision for research students (such changes are covered by the University's Code of Practice).
✓ Closes or suspends your specific course	
✓ Closes a University centre and campus - the location on which your course is taught	
✓ Can no longer provide the course to you for any other reason, for example: <ul style="list-style-type: none"> ○ We cease operating and exit the market, a circumstance that could include partial or full merger of the University with another institution, as well as loss of degree awarding powers ○ We lose our student sponsor licence which allows us to recruit and register international students ○ We work with a partner to deliver your course (e.g., franchised courses, dual or joint awards or with a Degree Apprenticeship with a particular company) and they are unable to continue or discontinue delivering your specific course ○ You face changes or disruptions to services, resources or support essential to study that are permanently or temporarily unavailable (e.g., industrial action/IT infrastructure/pandemic) that materially affects your education and student experience ○ We close or reorganise the School or Department which delivers your specific course and there is not the specialist subject knowledge to continue teaching your course. 	

2.4 What are student protection measures?

Student Protection measures include supporting arrangements and procedures relating to:

- a. **Teach-out:** ensuring you are able to complete your intended course and achieve your expected qualification with little or no tangible difference between your expectations at the start of the course and your actual experience in light of the circumstances of the University, or complete your current academic year or term (and receive an exit award or credit to recognise your academic achievement at the University – see c, below);
- b. **Student transfer:** ensuring you are able to transfer to another higher education provider to continue and complete your studies, including providing you with appropriate support to understand your options and make an informed choice, and to ensure that administrative arrangements are in place to facilitate such transfers;
- c. **Exit awards and unit certification:** providing you with a formal record of your achievement at the University;
- d. **Information, advice and guidance to support you:** ensuring all our students (prospective and current) receive effective information, advice, guidance and support in relation to any likely market exit event;
- e. **Year abroad/Placement students:** ensuring there are options to continue studies by reverting to a 3-year course, continuing with local or virtual placements where possible or deferring until stage 3.

The University is committed to delivering its educational services as described, wherever possible. In order to have a dynamic curriculum that reflects the latest subject expertise, we retain the right to make adjustments and improvements to courses and modules that will enhance the quality of the educational experience to all our students enrolled on that course. Such changes may be in response to the following, non-exhaustive list:

- Student feedback
- External Examiner recommendations
- Improvements in pedagogy and advancements in the field of study
- Professional Accreditation requirements

This may affect the content and syllabus of courses, including in relation to placements; the timetable, location and number of classes; the timing, content or method of delivery of courses; and the examination and assessment process. Changes to courses and modules are managed through our standard quality assurance processes course as specified in our [Codes of Practice for Quality Assurance](#).

In making any material changes, the University will aim to keep these to the minimum necessary to achieve the required quality of experience. If you are affected, we will notify and consult with you in advance about any changes required. If the University changes a course and you deem this to be unsatisfactory, you will be offered the opportunity to withdraw from the course, move to another course and, if required, advice, guidance and support to transfer to another provider. Where such changes are not significantly noteworthy to trigger the Student Protection Plan, but where you feel the course or your educational experience varies radically from that expected, you may seek recourse under consumer or contract law.

In general, the approach to any change or withdrawal of service or closure will follow the same pattern:

- Communication with our applicants to cease recruitment to a course and/or Division, Centre, Campus or the University
- Protection of your education and student experience as a registered student through the ‘teaching-out’ of courses to enable certification and exit award
- Where a location is compromised, sourcing alternative premises and/or facilities

- Where the University is not able to deliver a course to completion for currently registered students (*i.e.*, a teach-out), the University will source an alternative provider and support you to make the best transfer choices to suit your individual needs. This support will include providing exit award and certification to you if you have not completed your qualification and provision of academic reference to cover your studies to date
- Where a learning opportunity cannot be delivered in an appropriate and accessible manner, due consideration will be given to refund and compensation using our [refund and compensation policy](#) – see Section 6.

3. Publication and Review of the Student Protection Plan

Our Student Protection Plan is made available to you as current and future students through:

- Publication of the Plan on our website and links to key locations in relation to University policies and regulations including our [Student Charter](#) and [Terms and Conditions](#), in our [Student Guide](#) and in the main footer across the website.
- Links from our [applicant pages](#) and on our online prospectus information pages for each degree course.
- References to the Plan and links from academic Divisions/subject level information webpages/online handbooks.

The Plan is also made available to our staff through:

- Clear reference and links to the Student Protection Plan from the Staff Guide and in guidance covering module and course changes.

This plan has been reviewed by the Education and Student Experience Board, chaired by the Deputy-Vice Chancellor (Education and Student Experience) with membership from staff from our student union: Kent Union based at Canterbury and Medway, and from key University directorates, including education and student services. Our Student Protection Plan has also been through an Equality Impact Assessment to ensure that this takes into account any equality, diversity and inclusivity considerations for our diverse groups of students.

The University will formally review this Plan annually to ensure it is fit for purpose or if there are any substantive changes to our risk position, sector requirements or significant new activities that should be included in the Plan this would trigger an earlier review to ensure the currency of this Plan and that there is close alignment with the University's overall risk management framework.

The Governance and Assurance Directorate supports the University through the implementation of its Risk Management Policy framework, supporting principles and practices to ensure risk management is embedded across the University. Risk monitoring and review is ongoing and continuous, and incorporated throughout the University's wider performance management, measurement and reporting activities. Recording and reporting risks is through maintenance of risks registers in support of day-to-day operations, which ensures transparency, open communications, in support of University activities and outcomes to inform the decision-making process. Work is underway to ensure our compliance is in line with [ISO 22301 Business continuity standards](#).

The Plan will also be reviewed by the Education and Student Experience Board following any instance when it is enacted to reflect on any necessary updates or lessons learnt to ensure that continuity of study and your interests continue to be protected as fully as possible. The Plan is also received by Senate and by Council.

The University's Students' Unions (Kent Union at Canterbury and Medway) have representatives on the relevant University Boards at which this Plan has been reviewed, and the University will regularly seek views on this Plan from the Students' Unions as part of our student engagement processes.

4. Risks to the continuity of your studies

The University is committed to ensuring all students are able to continue their studies with us wherever possible. Whilst we appreciate a number of risks may materialise which could affect continuity to your studies, we have plans in place to support you. If any event was to trigger the Plan, we will respond to these challenges to mitigate the impact on your studies and ensure continuity of study, support and services for you. We also outline what actions we plan to take where this is not possible. In assessing the level of risk, we look at both the likelihood of an event occurring and impact that the event will have on your studies. Below, we outline the major risks in three broad areas: risks to your education and student experience; regulatory and compliance risks; and infrastructure risks.

4.1 Education and Student Experience Risks

4.1.1 *Impact of a pandemic on the education and student experience*

The risk of the impact of a pandemic affecting your studies is normally very low, but at present this is considered to be medium due to the global COVID-19 pandemic. There is therefore a risk that we do not deliver a normal student academic and social experience for the 2021/22 academic year in response to the COVID-19 pandemic. In order to mitigate this risk as fully as possible, we have established a Course Board to co-ordinate and manage our response to the COVID-19 pandemic with the strategic aim of ensuring that we can safely deliver the very best possible education and student experience in these circumstances during the 2021-22 academic year.

4.1.2 *Closure or suspension of a course of study*

The risk that we would close or suspend a course of study during the period of the Student Protection Plan is low. The University's strategic planning and portfolio review processes identifies courses that may be subject to closure or suspension and prevent their promotion to you as potential applicants. While some course closures have occurred in recent years, these did not have students registered on them and, as a consequence the impact of these changes was minimal. As a result of unforeseen circumstances, however, it may from time to time prove necessary for the University to close or suspend a course within a foreshortened timescale (e.g., due to the loss of specialist staff, or the closure of a centre). If this were to occur, the impact would be high and in such cases, the University will communicate with you if you are one of the affected students (prospective and current) as quickly as possible and provide appropriate and timely advice and guidance to enable well-informed decisions about your future study options.

We are aware that the suspension or closure of any course of study will have an impact in terms of the interruption of your studies and may impact on your performance and career plans, for which we can provide support (see Advice and Guidance plus Student Support,

below in Section 7.1). As it will also affect the contractual relationship between you and the University, such changes will only be made after due consideration by either the Marketing, Outreach, Recruitment and Admission and/or Education Directorates of the University.

Such changes to close or suspend a course will take into account the following factors:

- Market rationale
- Strategic and financial implications
- Impact, if any, on arrangements with partner institutions or schools (e.g., joint courses, dual awards)
- Impact on current and prospective students including undertaking an Equality Impact Assessment to take full account of equality, diversity and inclusivity considerations
- Impact on existing or proposed courses
- Impact on relationships with sponsors and employers or professional accrediting bodies
- Impact on staff and resources

The closure or suspension of a course will be achieved within a defined timeframe, in ways that ensure that both students and staff interests are fully considered and that we do all we can to minimise and mitigate the impact on your studies and support you through this process.

It is the intention of the University to, where possible, apply the student protection measure of teach-out (*i.e.*, to continue to deliver the course of study for registered students whilst not admitting new students) so that you can complete the course of study and have the opportunity to achieve the learning outcomes as intended. This teach-out period will endeavour to cover the period required if you had intermitted your studies or were studying part-time. If teaching-out is not possible and you are no longer able to complete your course of study or achieve the intended learning outcomes, or where there is no suitable alternative course acceptable to you at the University, the University will look at suitable options and then assist you to find an alternative provider that you are happy with in order that the same or similar learning outcomes and education and student experience can be achieved. Part of this consideration of alternative providers will look for courses and providers with comparable student services, resources including specialist equipment and any professional accreditation where appropriate.

Where no alternative provider can be found, the University will refund all or relevant part of the fees and other reasonable costs incurred and record the volume and level of credit achieved to assist future transfer to another institution. Further information on our refund and compensation policy can be found in Section 6.

The University will take full responsibility for supporting you and ensuring that your interests are protected and that any course closure is completed in an orderly manner, to minimise the impact on you and your studies.

4.1.3 Changes to a course of study

The University may be required to make changes to courses between publication in the prospectus and other publicised materials and registration, and after registration. The risk is currently medium due to the continuing impact of COVID-19, and ensuring the University adheres to regulatory guidance, a number of minor adaptations to some courses or modules

are necessary to be implemented to ensure there is no detriment to your education and student experience.

4.1.3a Course Changes Prior to Registration

- Where material changes are made to the structure or content of courses (e.g., removal or addition of core modules – see Table 2), these will be communicated to our applicants as soon as possible to advise you of your right to choose another University course or withdraw your application to seek entry to another institution.
- Where you have already accepted an offer, advice and guidance will be provided by the University via our central Admissions and School's admission teams will help you make an informed decision about their options and possible course of action.
- If you reasonably believe that the material change to your chosen course has adversely affected you, you can contact the Admissions team to ask to be released from your place which, in effect, cancels your contract with the University. In such circumstances, we will offer you advice and guidance and where possible, facilitate a transfer to another institution that offers a course for which you are suitably qualified.

4.1.3b Course Changes After Registration

- Following the commencement of a course and during the course of your studies, the University may make minor or material changes to courses for a variety of reasons: to improve the quality; to reflect changes to the theory in an area of research or practices around the subject and its delivery, to meet the latest requirements of the accrediting body; or in response to feedback from staff, students or external examiners.
- Where such amendments or changes to the delivery of a course are necessary, the University will consult with and inform you and your representatives of these changes, as appropriate and in line with the University's quality assurance procedures.
- You should normally be allowed to complete the course of study for which you are registered. Where the University proposes to close or suspend a course of study, it will consult all registered students and seek your written consent to the proposal. Courses will be closed or suspended only where all affected students have been consulted with about the proposal.
- Where a course is closed to new entrants only, the University will endeavour to continue to protect your interests if you are currently registered on the course (including those of you who have intermitted or are studying part-time).
- The University will provide the necessary information, advice and guidance to you to support you in deciding which options to follow and this will be provided from your academic school or department.
- The standards of courses and the quality of the student experience must be maintained throughout the period of registration. In particular, conditions must be maintained to ensure the achievement of all learning outcomes in the relevant course specification.

4.1.4 Industrial Action

Industrial Action is a temporary show of dissatisfaction by employees that may include strike action or working to rule. The risk of Industrial Action impacting your studies and student services is normally low but is temporarily medium due to the ongoing staff concerns relating to changes to the pension scheme run by the Universities' Superannuation Scheme (USS) and the reorganisation of the University under the Organising for Success initiative (<https://www.kent.ac.uk/student/restructure>). We are committed to effective working relationships with staff and addressing concerns within our control, where possible in order to mitigate against the risk of Industrial Action.

In the event of Industrial Action, the University has a well-developed governance and student communications framework that is activated to co-ordinate and manage response to, and our communications about, Industrial Action to ensure that we make every effort to mitigate and limit any disruption to our students. Our guiding principle is to undertake an assessment of the impact on a module by module basis and take actions to ensure that learning opportunities are not missed to ensure you are able to meet your course and module learning outcomes. We also apply mechanisms to ensure that you would not be disadvantaged in your assessment or exam outcomes as a direct result of industrial action.

4.1.5 Inability to undertake Year Abroad/Placement/Degree Apprenticeships

The risk to courses with a Year Abroad, Year in Industry or Placement and Degree Apprenticeship is normally low but is currently high due to the current circumstances of the COVID-19 pandemic. The University is mitigating these risks by enabling students to choose to revert to the 3-year course, defer their studies or take their Year Abroad Year in Industry or Placement at the end of the third year. In some cases, students have been able to study or undertake assessment online with their host institution for the Autumn term with a view to continuing to go abroad for the Spring term. Others have been able to undertake an approved placement in their own country.

4.1.6 Loss of specialist teaching staff/professional services staff

The University regularly reviews the capability and capacity levels of its staff to ensure that teaching activities and support functions remain effective and any impact on the student's experience is minimal. The COVID-19 pandemic has presented significant challenges which has increased the risk, on a temporary basis, to high. The University has supporting policies in place to mitigate against the loss of key specialist teaching or professional service staff on both a temporary, or a permanent basis.

4.2 Regulatory and Compliance risks

The University has an adverse tolerance level to regulatory and compliance risks, meaning that we are only prepared to accept safe exposure to risk at this level. We are prepared to stop any risk-bearing activities immediately, and if deemed necessary to safeguard the student experience and the University's reputational and financial position. The current risk to the University is medium, as we remain very reactive to any rapid change in legislation or regulatory change resultant from COVID-19.

4.2.1 Loss of our Licence to recruit international students

The University is licenced by the United Kingdom Visas and Immigration (Home Office) to sponsor international students. This allows the University to recruit, admit and register our international students who require visas for study purposes.

The risk that the University will lose its student sponsor license is low. The University has in place a robust internal governance structure to ensure Schools and students understand their responsibilities and conditions of sponsorship. We undertake regular assurance activity to ensure conditions of the student sponsor license are met, the University remains subject to external scrutiny by the Home Office and Office for Students.

In the event that the University did lose its student sponsor license which would have a high impact on our international students and, if teaching-out was not possible, the University, in conjunction with the UKVI, would seek to facilitate the transfer of all our sponsored students to an appropriate, licenced, alternative provider. Where no suitable alternative institution is

available or acceptable to the student, the University will refund all or relevant part of the fees and record the amount and level of credit achieved to assist transfer to another institution.

4.3 Infrastructure risks

4.3.1 External events that result in temporary building/campus closure (COVID-19 pandemic)

The University may be exposed to external events or threats such as natural disasters, technology related threats, major pandemics, whilst there is limited control over such risks materialising the University will ensure contingency measures are in place to protect itself throughout the impact, this is achieved through activation of effective business recovery and incident management plans. The risk is normally extremely low, but is currently medium for a temporary period in the event of a local lockdown due to the COVID-19 pandemic. The University's COVID-19 Programme Board, highlighted above, is responsible for mitigating the impact on you to ensure that you continue to access and receive the best possible education and student experience whilst taking every care of your health and safety. The Course Board and its Taskforce continue to implement a wide-range of adaptations to ensure that your continuity of studies is assured.

4.3.2 Closure of a centre, a campus or if a Partner College delivering a franchised course needed to close.

The University will undertake all reasonable actions to ensure that if you are affected you will be able to complete your course of study in the most suitable manner as detailed above, *i.e.*, by teaching-out. Where this is not possible then:

- you will be offered support, information, advice to find an alternative provider. This support will include the University reviewing potential alternative providers, discussing these with you in terms of your preferences and contacting them to ask about their capacity to inwardly accept our affected students subject to their entry requirements and acceptance of credit transfer.
- Where an alternative and accessible provider cannot be identified, the University will refund all or relevant part of your fees and other related costs and record the volume and level of credit achieved to assist future transfer to another institution.

4.3.3 Closure of a Centre

The University currently operates two centres in continental Europe, in Brussels and Paris. The courses offered at these centres have their academic home in either the Canterbury or Medway campus. Where, for whatever reason, a course cannot be offered at one of these Centres, all our affected students will be provided with the opportunity to receive such teaching at the appropriate Campus or at an alternative Centre, or entirely online.

- If you are not able to attend an alternative Campus or Centre to complete your course, or where the University is unable to make provision to teach that course, you will be offered support, information, advice to find an alternative provider. This support will include the University reviewing potential alternative providers, discussing these with you in terms of your preferences and contacting them to ask about their capacity to inwardly accept our affected students subject to their entry requirements and acceptance of credit transfer.
- Where an alternative and accessible provider cannot be identified, the University will refund all or relevant part of your fees and other relevant costs and record the volume and level of credit achieved to assist future transfer to another institution.

4.3.4 Closure of a Campus

The University currently operates two Campuses: Canterbury and Medway. The Canterbury campus is the University's original and primary campus. The Medway campus has a number of dependencies on the Canterbury campus for the provision of a range of services. The campuses are 30 miles apart and there is a regular transport link provided by the University.

- The risk to the permanent closure of the Medway campus is currently low. Some of the current courses are relocating from Medway to our Canterbury. However, this also now presents the opportunity to review the Medway portfolio to ensure we develop new and attractive courses to meet the changed student market in Medway and its surrounding community. Our vision for Medway is exciting, as we undertake an initiative to become leaders within the creative and cultural industry in 2022/23. Many of the courses offered on the Medway Campus have their academic home in Canterbury; and were the University to close the Medway Campus in its entirety, and you were affected, you will be provided with the opportunity to receive such teaching at the Canterbury Campus (internal transfer). However, there are specialist courses that have no equivalent on the Canterbury campus and therefore, students would be provided with the opportunity of teach-out or external transfer to another provider. Where you are not able to attend the Canterbury campus to complete your course of study, or where the University is unable to make provision to teach that course, students will be offered information, advice and support to find an alternative provider.
- The risk of the permanent closure of the Canterbury campus in the 2021/22 academic year is currently low. Events that would trigger the closure of the Canterbury campus would likely result in the exit of the University of Kent from the UK Higher Education sector (see Section 4.3.6). However, the improvements to the University's financial position over the course of recent years means that such an event is unlikely.

4.3.5 Closure of a Partner

The University has a number of partners where the conditions for the termination of a partnership are specified in the Memorandum of Agreement. The University offers both validated and franchised courses, joint awards for the Medway School of Pharmacy and the Kent and Medway Medical School with the Universities of Greenwich and Canterbury Christ Church respectively, plus awards and articulations with overseas institutions (itemised in the [Collaborative Provision Register](#)). The risk of the closure of these partner institutions is low.

If you are registered on a franchised course of study leading to a University of Kent award that is delivered at a partner institution, it is the responsibility of the University as the awarding body to find suitable provision to enable you to complete your studies. If the Student Protection Plan was triggered, you would be informed about your options to complete your course of study and achieve learning outcomes, or transfer to another course within the University or to another institution (where appropriate). The quality and standards of the academic provision and student experience must be safeguarded under any such arrangement. Students who are registered on validated courses are not covered by this Student Protection Plan; such students are likely to be covered by the arrangements set out by the validated partner institution and should refer to them if necessary.

For students registered with the University on Dual Awards or Joint Awards, including the Joint awards offered by the Medway School of Pharmacy where a partner may close, the University of Kent will seek to deliver the courses in their entirety to ensure the full delivery of learning outcomes and the opportunity for students to complete their intended qualification; where, for whatever reason this is not possible, the University will work with students to secure an alternative provider in order to complete their qualification. With respect to the

Kent and Medway Medical School, as part of the General Medical Council validation process, there is a condition that if this were to happen prior to the School achieving full validation, our students would be automatically transferred to the Brighton and Sussex Medical School course.

The University's arrangements for managing its partner-based provision (from approval to withdrawal) are set out in its [Collaborative Provision: Policies and Procedures](#), a document that specifies the terms for the withdrawal from partnerships and the termination of courses of study. The procedures are predicated on the principle of ensuring that the protection of student interests in such arrangements is of paramount importance.

4.3.6 Market exit (including partial or full merger of the University with another institution as well as loss of degree awarding powers).

The risk of the University exiting the English Higher Education sector in the period covered by the Student Protection Plan academic year is low. There are a number of risks that could impact on the University's ability to operate as it does now, including the loss or restriction of University status, a pandemic or other unforeseeable event or cancellation of our OfS registration. However, the risk that the University as a whole would be unable to operate is considered extremely unlikely because of our history, reputation, policies and procedures in place. Our response to the COVID pandemic has provided additional assurance as to our resilience.

The University does face a number of financial pressures, but we have instigated a Financial Improvement Programme in order to improve our financial position and ensure the future sustainability of the University.

In the event that the University was forced to close or to merge with another institution or loses its degree awarding powers, the University would certify all teaching and learning and negotiate the transfer of courses and/or individuals to appropriate alternative Higher Education providers in order that you have the opportunity to complete your learning as intended.

Where this is a full or partial merger with another HEI, the likelihood is that the affected courses would be delivered *via* the institution with which the University has merged. Where this is not possible, alternative providers would be identified by the Central and School Admissions teams and the transfer of all our registered students would be negotiated. We would ensure that all students would be communicated, consulted and engaged with to explain the situation. An overall Programme Board would be established to manage this process if the Student Protection Plan was triggered. This Board would comprise of key staff (including representation from the Education and Student Services Directorates) and student representatives from our two student unions, in order to ensure that this is conducted as sensitively and effectively as possible to protect your interests. Where an alternative and accessible provider cannot be identified, the University will refund all or relevant part of your fees and other relevant costs and record the volume and level of credit achieved to assist future transfer to another institution.

5. Risk, Probability and Impact statement

The University has a responsible approach to risk management, seeking to recognise and manage its exposure to risks. In pursuit of achieving its strategic aims and academic mission, the University accepts a degree of risk as agreed by Council. This is the University's Governing body with overall responsibility and oversight for risk management

within the University. Council has specific responsibility for setting the tone and influencing of the culture of risk management, which includes determining the appropriate risk appetite and tolerance levels, as well as providing the strategic focus to the management of significant and contingency risks at the University.

The University is committed to ensuring an appropriate balance between risk aversion and opportunity is maintained and managed to provide you with an excellent education and student experience. Risk appetite and tolerance levels are reviewed on an annual basis. The current University risks that apply in the specific context of the Student Protection Plan are outlined in Section 4 of the Student Protection Plan as Education and Student Experience, Compliance and Regulatory and Infrastructure risks.

6. Our commitment to you on refunds and compensation

Our commitment to you includes:

- I. offering refunds of tuition fees and other costs (for example accommodation costs and other living costs) incurred by our students for whom continuation of study has been disrupted;
- II. offering compensation to cover any financial costs incurred by you as a result of the provider's situation.

In the event that the University is unable to provide a course, to some or all students, because of an event that has triggered the Student Protection Plan, and where one of the above options is not able to be facilitated, the University, if fair and lawful, will normally refund tuition fees (or a proportion thereof) incurred in relation to the course on which you are registered. The University will take into account the circumstances of the course closure and the individual needs of the student as well as the following rules:

- a. Where you have been funded by the Student Loans Company (SLC) as an undergraduate student, please note that the SLC has three triggers points (at the start of each term) which determine whether fees will be paid. If you are in attendance on any of these trigger dates your fees will be paid to us in full for that particular term.
- b. For all other students, your fees will be reduced on the number of months completed, pro-rated against the total months allocated to the year.

If you wish to know more about our refund policy and information relating to tuition fee refunds, then see the [University's Refund Policy](#).

The University may also refund any appropriate losses incurred in relation to accommodation or maintenance costs depending on your individual circumstances. Our [refund policy also](#) covers any other appropriate losses directly incurred by you which enable you to continue study on the course, such as travelling to an alternative location.

7. How we will communicate, consult and engage with you about the Plan

We will communicate our Student Protection Plan to you through:

- Email communications to applicants before and after you make an application. It will also be one of the items which as a current student you need to confirm you have read when you re-register at the beginning of each year.
- We will provide a general update to you in the monthly student email newsletters when the Student Protection Plan is updated and revised each year.

We will also communicate our Student Protection Plan to staff:

- We will provide a general update to staff in all staff email updates when the Student Protection Plan is updated and revised each year.
- The Plan will be part of the induction course for all new academic and administrative staff.
- We will ensure that staff are aware of the implications of our Student Protection Plan when they propose course changes
- In the process for course changes, we will ensure that all Directors of Division, Heads of Subject and Divisional Directors of Operations are briefed on the Student Protection Plan.

In the event of proposed course changes, suspension or closures, we will inform our Students' Unions and work with them to consult with you to gain a better understanding of how the proposed changes could affect you and what solutions may be appropriate.

Together with the Students' Union, we will provide individual information, advice and guidance to you on your options. A communications plan would be developed and all consultations/communications with you will be authorised by the DVC Education and Student Experience or nominated authority.

7.1 Information, advice and guidance

If the Student Protection Plan was triggered, information, advice and guidance to support you will be provided on a case by case basis to take account of your particular circumstances and preferences in order to support you to continue or complete your studies. This is most likely to be provided by one or more of the below student services:

- Central and Division/School Admissions Offices
- Student Finance
- Student Support Office in your academic School or Division or the University's central Student Support and Wellbeing team
- Your Academic Adviser

Students will also have access to independent advice from the Students' Unions through the Students' Union Advice Centre(s) if we need to implement the measures in our Student Protection Plan.

7.2 Student Support at the University of Kent

The University recognises that any period of uncertainty in relation to the future of a course is a stressful time and will ensure that additional support is provided to you. This will include availability of daily drop-in support sessions, delivered within the School, if possible. You will also have priority access to the University's Counselling Service to mitigate longer term emotional impact. If you are already receiving support in relation to known mental health conditions, additional support will be provided, if required (e.g., approval of additional hours

with a mental health mentor). As students with autism are likely to find the period of change more challenging, you will be given access to specialist autism mentors, if this applies to you. Care leavers and estranged students will also be provided with specialist advice. If you have an Inclusive Learning Plan (ILP) and are transferring to a new course at the University of Kent, your ILP will be reviewed to ensure that it continues to be fit for purpose. If you are transferring to another institution, your consent will be sought to transfer information about your support requirements directly to that provider in order to ensure that you receive a new ILP as quickly as possible. If you are considering the option of taking an exit award and possibly entering the employment market earlier than previously planned, you will be given access to a careers consultant in the University's Careers and Employability Service to assist you with consideration of your options as well as providing you with the skills to prepare you for job application and recruitment processes (e.g., CV writing and interview practice).

8. How to make a complaint about our handling of student protection matters

If the Student Protection Plan is triggered and you wish to make a complaint about our handling of student protection, you should contact the Head of Conduct and Complaints in the Student Services Directorate. The information and guidance that you receive will ensure that you are made aware of the [student complaints procedure](#), that is updated by 1 September before the start of term, if required.

If a complaint is received, the University of Kent's Student Conduct and Complaints Office (SCCO) has a casework team that deals with all complaints submitted by students. The SCCO has trained Officers and, if required, trained members of staff that can be called upon if required to ensure the capacity to deal with an increased volume of complaints. If the University of Kent were to receive an increased volume of complaints, it could also train additional staff who have in the same way, as required. This will ensure that all student complaints about the implementation of the Student Protection Plan, will be considered in an equal and timely way.

In terms of the complaints process itself, if the informal stage of the process has been exhausted you can submit a formal complaint that is investigated by a Student Conduct and Complaints Officer. If you have made a complaint, we will send you the report which includes the outcome of the complaint and an explanation of the decision. The Head of Student Conduct and Complaints will also ensure that we meet good practice in addressing your complaint. If you are dissatisfied however, you are able to request a review of the complaint (certain grounds for review apply). This review will be conducted by a senior member of staff.

Once the University's internal procedures are complete, you have the right of appeal to the [Office of the Independent Adjudicator](#) if you feel your complaint was not satisfactorily handled.

9. Glossary of Terms

Teaching-out

Teaching-out is the term used to refer to the University's commitment to continue to teach our registered students for the intended duration of your course so that you have the opportunity to achieve your learning objectives. Teaching-out will be the University's usual course of action and it will always be our first choice of protection as it means little to no disruption to your expected study experience. During any teach-out period, courses of study remain subject to our normal quality assurance processes. This is the measure normally used should the University decide to discontinue a specific course. Alternatively, the University may also offer you a suitable alternative course.

Facilitate transfer or direct-entry to another provider

Where the University was unable to teach-out a course of study, we would work with providers, including our strategic partners, to facilitate your transfer to a comparable course of study at another institution. The University would work with the new provider to ensure your previous learning was recognised by the new provider through appropriate credit transfer.

Franchised Courses of Study

For the purposes of this document only, a 'Franchised Course of Study' is defined as an arrangement with a partner institution for that course where you are registered with the University of Kent and are being taught by a partner institution, usually at the partner's site.

Validated courses of study

For the purposes of this document only, a 'Validated' Course of Study is defined as an arrangement with a partner institution where you are not registered with the University of Kent but with the partner provider institution and are being taught by the partner provider institution, usually at the partner's site, on a course leading to a University of Kent award and credit.

Material changes

[For example](#), removal or addition of core modules to a course that change the learning outcomes; or relocation or suspension of a course due to centre or campus closure – see Table 2.

Support students to find an alternative provider

If you wished to seek an alternative provider to that identified by the University, we would support the exploration of other providers that offered comparable courses of study. The University would seek to ensure your previous learning was recognised by the new provider through appropriate credit transfer. =

Find suitable premises

If the University were to close a campus or centre and it was not possible to transfer you to another of the University's locations for the remainder of your course of study, we would seek to identify suitable alternative premises, ideally at a nearby location, where we could deliver our educational services.

Support access to specialist equipment and academic supervision

We would support you to access specialist equipment and expertise elsewhere in the event that either were no longer available at the University of Kent.