

## Student Protection Plan - 2019/20

**University of Bath (UKPRN: 10007850)**  
Claverton Campus, Bath. Somerset. BA2 7AY

**Date approved by the Office for Students:** tbc

Our **Student Protection Plan** describes the arrangements in place for ensuring the quality and continuation of education for all students (undergraduates, postgraduates and doctoral students) of the University of Bath.

For enquiries relating to the Student Protection Plan, please contact: [SPP@bath.ac.uk](mailto:SPP@bath.ac.uk)

### Why are we publishing a Student Protection Plan?

We aim to maintain the quality and delivery of your programme of study until you have had the opportunity to successfully complete it. Nonetheless, we are required by the Office for Students, our regulator, to publish a Student Protection Plan (SPP). In developing the SPP, we are asked to describe potential risks to the quality and continuation of our provision and to outline the steps we routinely take to manage them. We are also asked to explain the actions we would take to compensate and support you in the unlikely event that we could not fulfil our commitment to you.

If you are concerned about any of the risks or scenarios described below, you can contact [SPP@bath.ac.uk](mailto:SPP@bath.ac.uk), alternatively you can contact the Students' Union Advice & Support Centre for independent advice, [suadvice@bath.ac.uk](mailto:suadvice@bath.ac.uk).

Our contractual commitments to you are outlined in the 'Terms and Conditions' document you will have received from us and which is published at:

<https://www.bath.ac.uk/corporate-information/important-terms-and-conditions-for-undergraduate-applicants/>

The measures contained in the SPP are in addition to the protections you have under consumer protection law, and do not affect your consumer rights.

### What are the potential risks to the continuation of your studies and how likely are they to materialise?

We commit to being open and transparent with you should any risk to the continuity of your studies arise, and we will inform you at the earliest opportunity if any such risk is identified. We do not believe that there are any notifiable risks at the present time and we base this evaluation on the following performance indicators:

## **(a) Institutional level**

The risk that the University itself will be unable to continue its operations at any stage during your studies is extremely low. The University has effective management and governance structures that ensure its financial, reputational and regulatory status remain in good order.

Our Financial Statements for 2017/18 show a turnover of around £288million and cash reserves and investments of around £ (check) million. We publish audited Financial Statements annually and these can be viewed at:

<http://www.bath.ac.uk/publications/university-financial-statements/>

Our reputation for teaching excellence was enhanced in 2017 when we were awarded a TEF Gold rating. As a result of our high levels of student satisfaction (ranked 4<sup>th</sup> in the THE Student Experience Survey 2018), the excellent employment prospects of our graduates (Destination of Leavers Survey and Longitudinal Educational Outcomes data), and strong performance in national league tables (most recently ranked 9<sup>th</sup> in the Complete University Guide 2020), there is generally a high demand for places on our courses. This demand for courses underpins our financial sustainability and hence our reputational strength mitigates our financial risk.

Compliance with regulatory frameworks is overseen by our senior management team and our arrangements are subject to periodic internal audits. Our due diligence activities, and governance oversight, mitigate the risk that our Degree Awarding Powers will be removed.

Our ability to recruit international students is dependent on our Tier 4 sponsor licence. We were selected for a Home Office Tier 4 visa pilot scheme indicating that there is a very low risk to our trusted sponsor status. Consequently, if you are one of our international students we believe that there is little risk to your ongoing right to study in the UK.

We also undertake business continuity and emergency management planning. All departments produce business continuity plans which are regularly reviewed and updated. The purpose of these business continuity plans is to ensure that there is minimum disruption to the delivery of our programmes and services, and that our facilities remain accessible or alternative contingency arrangements are in place.

We are a campus-based university, located on Claverton Down which is part of the World Heritage Site covering the City of Bath. We hold a 999-year lease on the campus, with over 900 years left to run. We continue to invest in the enhancement of our academic facilities and student residences, and the 2016/17 academic session saw the completion of the University's 2012-2016 capital programme, involving investment in excess of £150 million. We are currently constructing a new £70 million building at the entrance to campus to enhance our physical infrastructure further. Consequently, if you study on Campus you can be confident that the lease arrangements and investment in the Campus mean that there is very little risk to the continuation of your studies.

We also deliver a number of Executive Education courses from a base in Pall Mall. Our London-based provision can be taught by a pool of academic colleagues within our School of Management, and by external specialists, so there is very low risk of not having the expertise to maintain its delivery. We have a ten-year lease on the premises so there is a very low risk that the venue will become unavailable. In the event of an unforeseen closure of the premises, we are confident that we would be able to find suitable alternative accommodation within the same area of London, such that the relocation would not disadvantage individuals from our target recruitment markets.

## **(b) Course level**

One risk to the continuation of provision is changing patterns of demand which may impact on the viability of new intakes, particularly the quality of the student experience. We monitor patterns of 'A' level choices (and the range of 'A' levels delivered by schools and colleges) in order to identify where a recruitment market may be in decline. We also monitor applicant data to ensure that cohort sizes do not become so small that the student experience would be adversely affected. As a result, we are able to predict where a particular course is no longer in demand and we can plan an orderly withdrawal from the market – see the 'teaching out a course' below. Consequently, the risk to the ongoing delivery of provision to our existing students is very low.

We place great value on graduate employability and wherever relevant we aim to secure accreditation for our courses from professional and statutory bodies. Loss of professional accreditation would not be a direct risk to the ongoing delivery of a programme but would represent the loss of professional recognition essential for the future career success of our graduates. Consequently, we work closely with professional bodies and employers to ensure that our curricula meet professional body standards and our infrastructure meets any relevant requirements for specialist teaching facilities.

**(c) Unit level**

We believe there is a low risk that we would be unable to deliver material elements of our courses because the core content, particularly of those with professional accreditation, is carefully designed to meet the needs of professional practitioners and could be delivered by a number of academics who would have the necessary expertise. There is a slightly higher risk that we would be unable to offer a specific specialist unit from a pool of optional units, particularly in the final year when the material is more advanced, if we lost the expertise of a particular individual through a career move or ill health. We are currently implementing a Curriculum Transformation project that will reduce the risk associated with the delivery of small, specialist optional units.

**(d) Placements**

**QA6 describes the support available for students wishing to secure placements and Para 6.9 outlines the action that would be taken if a student was unable to secure a placement.**

**What would happen if the University did close my course?**

**(a) Teaching out a course**

Our first choice is always to continue to deliver a course until all of the students registered for the award have had an opportunity to successfully complete it. Over the years we have closed a number of courses, typically prompted by a reduction in demand or funding over time. On each of these occasions we have been able to close the course to new entrants whilst continuing to deliver it to our existing students. We generally refer to this approach as teaching out a course and we will make every effort to teach out your course if a decision is made to close it.

**(b) Facilitating an internal transfer**

If it is not possible to teach out a course because the trigger for the closure has been totally unforeseen, or due to circumstances beyond our control, we would try to facilitate an internal transfer to another course of your choice offered by the University of Bath.

**(c) Facilitating a transfer to a course at another University**

If it is not possible to transfer you to another course within the University of Bath, we would facilitate your transfer to an appropriate course at another university. In order to support student transfer arrangements, the University is transitioning its provision from ECTS to CATS which is the more commonly used credit transfer scheme in the UK.

We recognise that all students are different and have unique circumstances. As a result, we will look at individual needs on a case by case basis to reflect different needs, characteristics and circumstances. Both Student Services and the Students' Union would be available to provide you with support through any of the scenarios (a) – (c) above.

### **What compensation would I receive if the University has to close my course?**

As we have stated previously, we have not identified any risk to the continued delivery your course and anticipate that you will have the opportunity to successfully complete it. However, if circumstances arose and we could not continue to deliver your course, we would offer refunds and compensation as follows:

#### *(a) Tuition fees*

If we are unable to teach out your course, we would offer you (or your sponsor or the Students Loan Company) a refund for the tuition fees paid for the academic session in which you receive notification of the course closure. If we can successfully facilitate your transfer to another course offered by the University of Bath, we will charge you the lower of the two fees, that is the fee for your original course or the fee for your new course, for the remainder of your studies. If we are unable to facilitate your transfer onto another course offered by the University of Bath and you have to complete your studies at another university, we will refund any tuition fees associated with our course that do not offer you value on your new course, in terms of the credit for prior learning approved by the new provider, under student transfer arrangements.

#### *(b) Travel costs if course delivery is relocated*

If we are obliged to relocate the delivery of your programme to another site and this results in you incurring additional travel costs, we will compensate you for these additional costs. Proof of the additional cost will be required.

#### *(c) Student bursaries and scholarships*

If we are obliged to close your course and we are unable to teach it out in accordance with our normal practice, we will honour any student bursary or scholarship you have been awarded until the end of the academic session in which we issue the notification of the course closure.

#### *(d) Maintenance costs*

If we are obliged to close your course and we are unable to teach it out in accordance with our normal practice, we will compensate you for the maintenance costs you have incurred. We will consider all requests for compensation on a case by case basis, recognising the different needs, characteristics and circumstances of the individuals affected, and taking account of any periods of study for which you may receive credit for prior learning at a new provider. If you have paid upfront for any University services, such as gym membership or catered accommodation, we will reimburse you for any such costs incurred during the academic session during which notification of course closure is issued. If you have entered into rental agreements for accommodation for a fixed period on the assumption that your

course will continue, we will reimburse you. Proof of payment or contractual commitment will be required.

The University has cash reserves and investments of around £1 (check current figure) million and has the resources to fund the refund and compensation arrangements outlined above.

### **What would happen if my PhD/doctoral research supervisor was no longer available to supervise my doctoral studies?**

We operate a system of PhD/doctoral research supervision where your lead supervisor will also have put in place a supervisory team for you. In the event that your lead supervisor leaves the University, an appropriate member of the supervisory team, or appropriate academic, will assume the role of lead supervisor.

Student Services, the Doctoral College and the Students' Union would all be available to provide you with any support you need while completing your degree.

### **How will current and future students find out about the Student Protection Plan?**

We will publicise the SPP in partnership with the Students' Union, our central recruitment and admissions teams, Marketing & Communications, and the Doctoral College. The SPP will be published on our website so that it is accessible to both current students, prospective students and applicants. We will draw attention to the SPP in our correspondence with undergraduate and postgraduate applicants, as we currently do in the case of our 'Terms and Conditions'.

In partnership with the Students' Union, we will brief your academic representatives on the key elements of the SPP and ask them to cascade this information to the rest of your cohort.

The Students' Union will provide independent advice on the SPP.

### **Will my lecturers/doctoral supervisor be aware of the Student Protection Plan?**

We will run annual briefing sessions for academic departments to ensure that everyone with responsibility for the ongoing delivery of your course/programme of study is aware of the provisions in the SPP. In particular, we will ensure your Director of Studies, or equivalent, is aware of the implications of the SPP for the implementation of course changes/withdrawals by including reference to it in the relevant Quality Assurance Codes of Practice.

### **How will I be informed if the University needs to make a material change to my programme of study?**

We will ensure that you are informed in writing about any material changes that will affect your course at the earliest opportunity. Prior to this, we will have consulted with your cohort about the proposed changes at the Staff Student Liaison Committee. We will always seek to give you at least one semester's notice of a material change to your course.

If you are an applicant, we will notify you of any material changes to the programme(s) of study that you have applied to at the earliest possible opportunity. If, as a result, you wish to withdraw your application we will provide you with support and guidance in finding an alternative course

### **How will I be informed if the University implements measures in the SPP relating to the closure of my course?**

We will ensure that you are told in writing, at the earliest opportunity, if we need to implement measures in our student protection plan relating to course closures. Prior to this, your Dean of Faculty/School would have submitted a proposal to protect the quality of the ongoing delivery of your

course to our Academic Programmes Committee. As part of this process, we would have consulted your cohort about the teaching out arrangements via the appropriate Staff Student Liaison Committee.

<http://www.bath.ac.uk/quality/documents/QA4.pdf>

### **How will students be involved in the future development of the Student Protection Plan?**

The Student Protection Plan will be reviewed on an annual basis in partnership with the Students' Union Officers. The Students' Union Officers will be free to consult with the wider student body via its network of trained academic representatives or directly, involving diversity and support groups, the International Student Association and Postgraduate Association as they see fit. The draft will be considered by the Council/Senate/Students' Union Committee. The Council/Senate/Students' Union Committee is chaired by the Vice-Chancellor and reports to Council and Senate on matters affecting the student experience.

### **How can I complain if I am unhappy with the way the Student Protection Plan has been implemented?**

If you wish to make a complaint about the way in which the SPP has been implemented, you should use the Student Complaints Procedure which can be found at:

<https://www.bath.ac.uk/guides/student-complaints-policy-and-procedure/>

The Students' Union Advice & Support Centre can provide independent advice to students who want to use the Students Complaints Procedure.

If you are not content with the proposed outcomes, you can raise your complaint with the Office of the Independent Adjudicator, at:

<http://www.oiahe.org.uk/>