



## **Condition C3: Student protection plan**

Provider's name: London Churchill College

Provider's UKPRN: 10030391

Legal Address: 116 Cavell Street, London E1 2JA

Contact point for enquiries about this student protection plan: Dr Nick Papé, Principal / Director

## **LCC's Student protection plan [2019-2020]**

### **1. Introduction**

- 1.1. London Churchill College (LCC) considers the interest of students to be paramount and is committed to enabling our students to achieve the best possible academic outcomes from their studies. The Higher Education & Research Act 2017 requires Higher Education Institutes to maintain a Student Protection Plan to protect students in the case of material change.
- 1.2. The Student Protection Plan sets out what measures LCC has in place to protect its students in the event that a risk to the continuation of their studies should arise.
- 1.3. The Student Protection Plan is available to all current and potential students. The measures contained within this plan apply to all students studying for SLC-funded or self-funded qualification delivered at London Churchill College. These measures are also in addition to the protection students have under consumer protection law, and do not impinge on their consumer rights. The type of event or changes, which might cause such a risk, are detailed below.
- 1.4. LCC commits to being open and transparent with students should any risk to the continuation of studies arise and inform them in a timely manner
- 1.5. LCC commits to taking reasonable steps to protect students should the College discontinue a programme or discipline, close a location (building or campus) where a programme is taught or close altogether
- 1.6. LCC commits to taking into consideration and acting upon the needs of all our students as individuals and the impact on them of any proposed changes and protective measures
- 1.7. LCC commits to supporting our students with advice and guidance, and other support as appropriate, in the event of significant changes that impact upon their studies.
- 1.8. LCC commits to informing the OfS of any changes that may necessitate a review of the plan or any of the measures contained within it.
- 1.9. LCC commits to regularly seeking student opinion on this plan as part of the student feedback process;
- 1.10. LCC commits to ensuring that all staff members are aware of the implications of the Student Protection Plan when proposing programme changes.

- 1.11. LCC retains the right to make minor adjustments and improvements to course, programme and module content year on year and these in themselves do not warrant the triggering of student protection measures. However, if a student is not content with the proposed outcomes or believes that the course as delivered varies significantly from what was expected, the issue can be raised at any Programme Committee Meeting or individually to lecturers, personal tutors, programme leaders, Programme Manager or HoPAM.

## **2. Triggering Circumstances**

- 2.1. The Student Protection Plan will be triggered in the event of major changes; these include circumstances in which the College:
- 2.1.1. a) decides to discontinue a specific programme on which students are currently enrolled and teach-out arrangements are not guaranteed
  - 2.1.2. b) decides to close the location (building or campus) in which a programme is primarily taught and cannot find suitable premises at a nearby location
  - 2.1.3. c) decides to cease operating altogether.
  - 2.1.4. 1.13. LCC might also invoke this plan if:
  - 2.1.5. a) accreditation of a programme by a Professional, Statutory or Regulatory body (PSRB) is subsequently withdrawn
  - 2.1.6. b) the College can no longer provide a programme to students
  - 2.1.7. 1.14. This plan provides an assessment of the various events that may have an impact on continuation of study and sets out the measures in place to mitigate the impact of such occurrences.

## **3. Assessment of Risks**

- 3.1. An assessment of the range of risks to the continuation of study for your students, how those risks may differ based on your students' needs, characteristics and circumstances, and the likelihood that those risks will crystallise
- 3.2. 1.15. The existential risk for the College is the inability to recruit new students to programmes as a consequence of course designation deferral or refusal, due to the fact that LCC is not yet on the OfS Register. The risk has been assessed as high. The designation of the College courses and OfS registration is subject to the College maintaining satisfactory reports from the KPMG and AAA audits and QSR reports issued by QAA.
- 3.3. 1.16. LCC has taken the following main steps to mitigate the risk: Reviewed and updated the Articles of Association; Strengthened governance arrangements by establishing Audit Risk and Remuneration Committee (ARRC); recruiting Non-Executive Directors; publishing on the website updated Terms of Reference and meeting Minutes for all major Boards; developed Academic Risk Register
- 3.4. 1.17. The College, as a consequence of seeking external advice (audits – KPMG, AAA, Advance HE), has put measures in place to favourably respond to any queries raised by the OfS or the DfE relating to course designation or admission to the Register.
- 3.5. 1.18. The risk of the existing course designation for student support purposes being withdrawn has been assessed as low, as OfS has granted limited designation allowing the College to teach-out continuing students.
- 3.6. 1.19. The risk of OfS or DfE imposing sanctions for not meeting the terms and conditions of specific course designation has been assessed as low as OfS has granted limited designation.

- 3.7. 1.20. The risk of College closure due to unforeseen and unforeseeable circumstances has been assessed as low.
- 3.8. 1.21. The risk that closure of the College may be prompted by financial difficulties and occurrences of litigation is low.
- 3.9. 1.22. The risk that the College's cash reserves would fall below operational requirements and, therefore, the College would be unable to meet its obligations is low as our key financial ratios are very strong (e.g.- strong profitability, high working capital ratio and strong balance sheet). Additionally, there is no contingent liability and litigation against the College which may necessitate the Closure of the College.
- 3.10. 1.23. The risk associated with the strategic decision being taken by the College to close sites, is assessed as low to moderate. It is likely that LCC will no longer deliver any courses at the Whitechapel site within the near future, but the closure of the single site will pose a low risk for the students who study with us. The Whitechapel site is not owned by the College and the lease is relatively short. In the event of the owners deciding to re-develop the site, the College would relocate effected students with the change in location posing no particular risk, as the College owns two other sites which are located in the same general area of East London. Should there be any relocation need, the College assumes that it will move the majority of its activities that take place at Whitechapel site to the Barclay Hall Campus, which has excess capacity.
- 3.11. The risk of temporary disruption of teaching activities within the term due to unforeseen circumstances has been assessed as low.
- 3.12. The risk of emergency repairs required for a particular site or a number of lecturers in specialist areas leaving the College at the same time has been assessed as a moderate risk for our students.
- 3.13. To sum up our mitigation of the above risks, the College owns two other campuses, which have adequate spare capacity in case of emergencies requiring relocation of teaching activities from Whitechapel campus. Additionally, the College has in its possession cash reserves which should be sufficient to cover unexpected costs including the recruitment of new academic staff and/or paying overtime for existing lecturers to spread the load in any interim period.
- 3.14. The risk associated with policy changes introduced by OfS and other HE regulatory bodies, regarding the availability of HE student tuition and maintenance loan funding for HND students registered at LCC or potential students is assessed as low as existing students will probably be allowed to complete their HND qualifications. This would also be applicable for any new students recruited.

#### **4. Measures for Mitigation**

- 4.1. The measures that you have put in place to mitigate those risks that you consider to be reasonably likely to crystallise
- 4.2. Managing Risks and Mitigating Potential Impacts:
- 4.3. Deferral or refusal of the specific course designation for the academic year 2019/20.
- 4.4. In the event of the deferral or refusal of the specific course designation for the 2019/20 academic year, London Churchill College will appeal the decision and/or make a new application for designation with a view to the restoration of its registration for the subsequent academic year. Further to the deferral or refusal of course designation the College will implement its Contingency Plan to Maintain Sustainability.

- 4.5. The Contingency Plan will aim to ensure that LCC staff are sufficiently qualified and are in receipt of continuous training to ensure that academic standards and quality of learning opportunities meet the expectations of the students, the QAA, the OfS and the DfE. Particulars of the Contingency Plan to Maintain Financial Sustainability are detailed below
- 4.6. Withdrawal of existing course designation for student support purposes. In the event of the Withdrawal of existing course designation for student support purposes (resulting in the withdrawal of statutory finance for its courses), the College will work with the regulatory body to:
- a) ensure all reasonable steps are taken to minimise the resultant disruption to affected students;
  - b) ensure that, as far as possible, changes are made in a transitional manner.
- 4.7. Examples of possible steps include:
- a) working with relevant funding bodies to allow enrolled students to complete their year of study/programme;
  - b) where the above is not possible, supporting students to transfer to appropriate programmes at other providers and, where appropriate, financially compensating students where they suffer demonstrable, material financial loss because of disruption to their studies (see Student Compensation Policy);
  - c) considering assistance for affected students by providing evidence/letters/statements in support of the continuation of their studies;
  - d) Partner with another institution to maintain all or part of the current provision
- 4.8. The College meanwhile would endeavour to regain designation as soon as possible by working with the OfS, DfE or other relevant bodies.

## **5. Managing Risks**

### **Managing Risks and Mitigating Impacts: College closure, prompted by unforeseen events.**

- 5.1. Where LCC has no option, other than institutional closure, it will consider measures such as those below to protect students:
- a) where possible, continue operating in a transitional manner over a period that would allow enrolled students to complete their studies at the institution by means of a teach-out;
  - b) where it is not possible to continue operating in a transitional manner, the College would support students to transfer to appropriate programmes at other suitable providers, and (where appropriate financially) by compensating students where because of disruption to their studies they suffer demonstrable, material financial loss (see Student Compensation Policy).

### **6. Managing Risks and Mitigating Impacts: Closure of a site.**

- 6.1. As a multi-campus institution LCC is able to relocate resources as appropriate, to ensure continuation of study. If we are unable to deliver programmes at the Whitechapel campus, or at one of our two remaining campuses within three years, we shall activate our plan to ensure that existing prospects for student learning opportunities are not put at risk.
- 6.2. We will ensure that sufficient funds are held in reserve to cover all costs incurred in respect of resource provision in the relocation process. We further add that we currently have three campuses with sufficient additional capacity to maintain education for our student body should the College have to close one of the campuses.

- 6.3. Where a campus or rendered unusable for programme delivery, LCC will typically consider options available:
- a) Where possible, managing the timeframe for closure of a campus to allow students to complete their studies;
  - b) In the situation of being unable to host provision within existing campuses, relocating provision to an alternative location, this may include hiring spaces for programme delivery.
  - c) Revising the class timetables to allow all programme delivery to take part in available facilities.
  - d) Where the above is not possible, supporting students to transfer to appropriate programmes at other providers.

## **7. Managing Risks**

### **Managing Risks and Mitigating Impacts: Temporary disruption of teaching activities within the term, caused by unforeseen circumstances.**

- 7.1. Where circumstances result in programme disruption, the College as a rule will consider whether changes can be made to programme delivery, rather than closing or suspending a programme.
- 7.2. If teaching activities are temporarily interrupted within the term, we will minimise the risks to students by ensuring that temporary accommodation plans are in place and that resources in our financial reserves are sufficient to cover ongoing and additional expenses, including academic and administrative costs.
- 7.3. All LCC Higher Education courses are delivered by programme teams. College staff are employed on the basis that they can teach across a range of academic units. As a result, every HE course has a number of staff suitably qualified to support programme delivery as required. Thusly the College is not dependent on any single member of staff for programme delivery. Additionally, teaching resources and materials are stored centrally and are accessible by all staff. Consequently, should a member of staff unexpectedly be unable to continue, a suitably qualified alternative member of the programme team will be able to take up course delivery with minimal

## **8. Managing Risks and Mitigating Impacts**

- 8.1. Policy changes introduced by OfS and other HE regulatory bodies, regarding the availability of HE student tuition and maintenance loan funding for HND students registered at LCC.
- 8.2. 4.1. We recognise that the position of Higher National Qualifications in respect of HE funding, remains a subject for debate that could result in removing DfE HE funding from students wishing to pursue HN qualifications as an alternative route to completing a university degree or improving prospects for employability. A change of that order could have substantial impact upon the student populations of Alternative Providers, like our College, are committed to widening participation. However, this arrangement will have almost no impact on existing students.

## **9. Managing Risks and Mitigating Impacts: Closure of an individual programme**

- 9.1. LCC is committed to completing the delivery of all designated HE courses and will take every feasible step to continue programme delivery. The provision of all College programmes is aligned to the College's Strategic and Enhancement Statement. Should course closure or suspension be necessary, students will be consulted individually as a

matter of urgency upon the decision having been reached. In the event that circumstance necessitates that course must be suspended or closed and where there will be a material impact on students, the effects may be mitigated by implementing the following:

- 9.2. Wherever possible, arrangements will be made to teach-out current students where the decision has been made to leave the market or close a programme. This commitment would ensure that all currently enrolled students would be able to complete the programme of study, despite the programme being discontinued and no further cohorts being recruited and/or
- 9.3. LCC will liaise with Pearson to assure teach-out with the guarantee of the accreditation; however, if this is not feasible LCC will actively negotiate with other HE Providers to make arrangements for affected student cohorts and/or if the above measures are unsuccessful, LCC will support students in seeking another HE Provider and continuing their studies with them.

## **10. Contingency Plan to Maintain Financial Sustainability**

- 10.1. Should there be any unexpected announcement from DfE/OfS or any other regulatory body which immediately affect the incomes of the College, the College has a contingency plan in place which will result in the reduction of its expenditures in the non-core areas. It will reduce its operational size in such a way that will ensure that the staff are sufficiently qualified and are continuously trained so that the academic standards, quality of learning opportunities meet the expectations of the students, QAA, OfS and DfE.
- 10.2. Current cash reserve policy has ensured that the College is holding sufficient buffer funds to support itself without new revenues. The reserves are benchmarked against the HE sector of the average cash levels reserved and the policy is to hold reserves in excess of the observed average cash reserve levels maintained by most UK universities.
- 10.3. The College has acquired two buildings which are located in busy and sought-after areas of East London. Should there be any regulatory shock, the College can easily sublease majority parts of the buildings and earn rental income. Additionally, borrowing on both properties is equivalent to 35% of their market price. Therefore, the College can easily raise funds should there be any liquidity issues due to arise from any unexpected and drastic measures taken against the College by external agencies or government organisations.
- 10.4. Facilities: The premises of the Whitechapel campus have three distinct parts under separate lease agreements, each one of them can be terminated with 6 months' notice. Should there be unexpected downward pressure on the number of students; the College will be able to reduce the extent of the premises occupied within 6 months.
- 10.5. Employment: The staff recruitment and retention plan is devised in such a way that terms of staff engagements can be adjusted within a short time. The policy would be to reduce administration and staff numbers broadly in proportion to the change in number of full-time equivalent students. This would cover all full-time, fractional and sessional employees.
- 10.6. Overheads: The cost structure of the College is very flexible as the majority of the costs can be reduced within 1-3 months' notice. Such reduction would show a cut without compromising the quality of student experience would be possible. This flexibility will enable the College to remain financially viable and to maintain positive cash flows in the short-term.
- 10.7. Commitment: The directors of the College are committed to work voluntarily should there be any likelihood of impending liquidity pressure.

- 10.8. Prudence: Dividend payments will be curtailed or cancelled should the liquidity position warrant it.

## **11. Compensation**

- 11.1. Information about the policy you have in place to refund tuition fees and other relevant costs to your students and to provide compensation where necessary in the event that you are no longer able to preserve continuation of study
- 11.2. The College policy regarding Tuition Fee and Refund is made available to prospective students and applicants via LCC's website ([www.londonchurchillcollege.ac.uk](http://www.londonchurchillcollege.ac.uk)) as well as included within LCCs internal assets, such as the Policy Manual and the Virtual Learning Environment. The policy is fair, transparent and accessible to all parties. Our policy provides students with the following information:
- a) Refunds for students in receipt of tuition fee loan from the Student Loans Company.
  - b) Refunds for students who pay their own tuition fees.
  - c) Refunds for students whose tuition fees are paid by a sponsor.
  - d) Refunds for other academic reasons
  - e) Processing arrangements for refunds

## **12. Complaints**

- 12.1. If a Student disputes the amount of refund they are entitled to or remains dissatisfied with any other matter arising from the Tuition Fee and Refund Policy, they can make a complaint under the Student Complaints Policy and Procedure, which can be accessed at: <https://londonchurchillcollege.co.uk/our-policies/>

## **13. Compensation: Type of disruption**

### **Temporary Termination and Adjustment of a Programme (TTAP)**

- 13.1. TTAP occurs when the College for the time being, discontinues the programme but adjust it at the end of an academic year. If this situation arises, the College will:
- a) Consult the students registered on the programme individually through the Registrar's office, personal tutor system and student engagement team
  - b) Ensure that all registered students receive the gained programme award (e.g. certificate or diploma where appropriate) that recognises the stage they have reached;
  - c) Offer the students help to decide whether to transfer to a different programme or transfer to a different College or university to complete the program;
  - d) Offer to pay reasonable travel costs of a visit to alternative provider;
  - e) A compensation package will be offered after consulting with the student (majority decision will prevail) incorporating a provision for reimbursing additional travel and maintenance costs reasonably incurred by students.

## **14. Unavoidable Termination**

- 14.1. Unavoidable Termination of a programme occurs when an unexpected event or circumstances arise which compels the College to terminate the programme during an academic year or the programme is not viable to run, due to an insufficient number of students. the College will:
- a) Consult the students registered on the programme individually through the Registrar's office, personal tutor system and student engagement team
  - b) Ensure that all registered students receive the gained programme award (e.g. certificate or diploma where appropriate) that recognises the stage they have reached;
  - c) Offer the students help to decide whether to transfer to a different programme or transfer to a different College or university to complete the program;
  - d) Offer to pay reasonable travel costs of a visit to alternative providers;
  - e) Offer a compensation package after consulting with the student (majority decision will prevail) incorporating a provision for reimbursement of additional travel and maintenance costs reasonably incurred by students.
  - f) Help ensure that a bursary or similar funding is available to the student following a different programme at the College or an alternative provider;
  - g) Affected students will be communicated promptly and explained their right of compensation by the Registrar.

## **15. Compensation: Types of Compensation Provided**

- 15.1. The amount of loss will be determined by the Registrar and approved by the Board of Directors
- 15.2. If it is not possible to specify the actual amount of compensation for entitlement, the College will ensure that affected students receive the actual loss suffered or additional costs incurred due to the disruption of the continuation of study. Depending on the circumstances and situation the compensation package referred above will include:
- a) Maintenance or accommodation costs;
  - b) Lost time;
  - c) Additional tuition costs;
  - d) Travel costs because of relocation;
- 15.3. The College will consult guidance produced by either the Office for Students or the Office of the Independent Adjudicator for Higher Education during its preparation of the Compensation Package.
- 15.4. Accommodation or maintenance costs will cover increased rent based on the standard student accommodation rent in the respective area of the new provider.
- 15.5. Payment of agreed compensation will be made within 14 days via bank transfer. The College reserves the right to claim back maintenance or accommodation costs and Travel Costs which have not been used or incurred, if for example the student did not pursue the programme with a new provider.

## **16. Financial Strengths**

### **Evidence of Financial Strengths to support the refund and compensation policy**

- 16.1. Some of the College students might be deemed ineligible in a re-assessment of their financial eligibility by the Student Loans Company (SLC) following on an earlier successful assessment. In this case, SLC may request the College to return the tuition fees paid to the



College. To account for any such refund, the College sets aside cash reserves of minimum 10% of the annual tuition fees income.

- 16.2. The College maintains a liquidity reserves which can sustain the College operations by twelve-months (from September 2019 – September 2020) to prepare itself for any interruption of the incomes or to pay for any contingent liability or unforeseeable loss of incomes.

## **17. Information about how LCC will communicate with students about its Student Protection Plan**

17.1. The College communicates the Student Protection Plan to the current students will communicate to future students by:

- a) Publicising our Student Protection Plan by publishing it on the College website and Moodle VLE (<https://moodle.londonchurchillcollege.ac.uk/moodle/>) and ensuring that personal tutors are trained to explain the plan to new and existing students;
- b) Ensuring that staff members are aware of the implications of our Student Protection Plan when they propose course changes by providing staff briefings and adding a reference to the Student Protection Plan in the College policies and procedures for programme development and approval;
- c) Informing its students a minimum of six months in advance if there are to be material changes to their programme and this information will be published on the College website;
- d) Notifying students 60 days in advance notice when it needs to make material changes to their modules or units of study;
- e) Implementing the measures of the College Student Protection Plan promptly;
- f) Ensuring that the students have access to advice if the College needs to implement the measures in the Student Protection Plan.
- g) Offering advice and support to students initially by Head of Programmes and Academic Monitoring (HoPAM), Mr Rahaman Hasan ([r.hasan@londonchurchillcollege.ac.uk](mailto:r.hasan@londonchurchillcollege.ac.uk)). The College Principal and Director, Dr Nick Papé ([Nick.Pape@londonchurchillcollege.ac.uk](mailto:Nick.Pape@londonchurchillcollege.ac.uk)) has an open-door policy and is available for consultation if required. Additionally, the Chair of the COB (Professor David Bonner) or other Non-Executive Member of COB is available for independent advice, contact via the Registrar.