

# UCL Student Protection Policy

## Purpose

1. This policy sets out UCL's approach to the closure of any aspect of its facilities or academic provision which could have an adverse effect on the interests of current or prospective students. It is designed to ensure that their interests are protected.
2. It also sets out the approach in the event that UCL is unable to deliver a material component of a programme which could have an adverse effect on the interests of current or prospective students.
3. The writing of this policy has been informed by, and is designed to be consistent with, the [\*Higher education course changes and closures: statement of good practice \(2015\)\*](#) endorsed by HEFCE, Universities UK, NUS and other bodies. UCL shares the views set out in this document: that there should be transparent, fair and accessible policies and practices governing course closure and changes; that higher education providers should act transparently and consult with students to minimise the impact on students caused by course closures and changes because of the time and personal effort which students invest in their studies.

## Scope and definitions

1. This policy applies to the following **planned** events:
  - the closure of campus
  - the closure of a significant building, teaching or support facility
  - the closure of a faculty, school or subject
  - the closure, or suspension, of a programme of study, or a significant proportion of a programme of study
  - the closure of a programme of study in one mode of delivery, where it is offered in more than one mode
  - the closure of a programme of study offered in partnership with another provider (such as one leading to a dual award or involving a placement or year abroad)
  - material changes to a programme or modules such as the location of delivery or the mode of delivery.
2. This policy also applies to the inability to deliver, or complete the delivery of a programme or a material component of a programme, as the result of an **unplanned** event. Examples of such unplanned events are provided in para.16.

3. 'Current students' means currently registered students at UCL and also includes those students who have been granted a suspension of studies or have been referred.
4. 'Material changes' means 'major' and 'moderate' amendments to a programme as set out in [Chapter 7 of the Academic Manual](#), section 4.2.
5. 'Prospective students' in this policy means those (not being current students) to whom an offer of a place (whether conditional or unconditional) to undertake a programme at UCL has been made and has been accepted or deferred.
6. 'Teaching out' means continuing to deliver the programme in its current form, at the current location and mode until all students have completed the programme (as defined in UCL assessment regulations) or formally withdrawn or been required to leave UCL (in accordance with published and properly applied academic or non-academic disciplinary procedures).
7. 'Terms and Conditions' means the contractual terms that apply between UCL and current or prospective students.

## **Planned events**

8. UCL's Terms and Conditions set out UCL's ability to make changes to a programme.

## **Reasons for planned events**

9. There are a number of reasons why UCL may implement a planned event, for example:
  - changes in strategic priorities or the financial environment in which UCL operates
  - declining student numbers
  - replacing an existing programme with a new one
  - changing strategic priorities at faculty, school, subject or university level
  - concerns about the quality and academic standards of a programme
  - withdrawal from an arrangement with another higher education provider (UK or internationally-based) which results in the programmes delivered with, or by, that other provider being brought to a close.

## **Prevention of adverse effects**

10. The overriding principle is that UCL will do its best not to introduce any of the changes identified in paragraph 9 in a way which will adversely affect the interests of current and prospective students. This means that the necessity to close, suspend or materially change any programmes must be carefully considered if it will apply to current students and applicants to whom an offer on the programme has been made.
11. The application of the above principle ensures where possible the teaching out of the current version of the programme (including where and how it is delivered).

## Process

12. Where the faculty/school proposes a planned event and reasonably considers that it needs to apply to current and prospective students, the faculty/school **must** undertake a written and (if appropriate and practicable) face-to-face consultation with the students concerned.
13. The Programme and Module Approval Panel (PMAP) **must not** grant approval of the planned event unless and until it has received written confirmation that all current and prospective students have been consulted together with the outcome of that consultation.

## Unplanned events

14. UCL's Terms and Conditions set out UCL's position regarding unplanned events.

### The nature of unplanned events

15. There are events which lie outside the reasonable control of UCL which are sufficiently extensive that they may result in the inability of UCL to deliver, or complete the delivery of, a programme as a whole or a material component of a programme.
16. UCL takes reasonable steps to where possible identify potential events which might significantly disrupt the delivery of its academic provision and to mitigate those risks, including through its risk management policy and practice. Indicative examples of the kind of events, and their possible causes, include:
  - the unexpected unavailability of sufficient qualified staff (for example due to a number of staff leaving UCL for posts elsewhere)
  - the withdrawal of, or fundamental change in, professional accreditation for the programme as a result of a decision by the external accrediting body
  - the withdrawal of, or fundamental change in, the external funding for the programme (in relation to programmes funded by bodies such as the NHS)
  - the destruction or enforced closure of a significant building, teaching or support facility, for example as a result of a fire, extreme weather, civil disorder or on health and safety grounds (including to prevent the transmission of an infectious illness)
  - the withdrawal of another higher education or year abroad or placement provider involved in the delivery of a UCL programme without giving sufficient notice to enable the 'teaching out' of the programme (and where a suitable alternative cannot be provided).

### Actions if an unplanned event occurs

17. Where an unplanned event occurs, or seems reasonably likely to occur, UCL will promptly inform all students affected or likely to be affected, and the UCL Students' Union, in writing (and where appropriate and practicable face-to-face) of the event, the reasons for it (as far as they are known at that time), the likely and/or known implications and the action it proposes to take. Due to the nature of unplanned events, it may not be possible to inform students and the Students' Union until after the event has occurred.

18. In assessing the likely implications UCL will make effective use of its equality and diversity monitoring data to ensure that the actions taken are appropriate for the characteristics of the students affected by the unplanned event, and will do its best to consult individually with students with any of the protected characteristics or other individual circumstances that may mean that those students are more likely to be negatively affected.

19. In determining the action to be taken in consultation with affected students, UCL will consider one or more of the following options:

- modify the programme in terms of content, timing, mode or location of delivery (including the timing of teaching and assessment) to enable the ‘teaching out’ of the programme in a way which does not compromise the academic standards or value of the award
- transfer students to a suitable alternative UCL programme: UCL will support a student’s transfer including through the transfer of credit/academic progress, and through considering options for additional teaching or extension to the deadlines for assessment (without compromising the academic standards of the award)
- transfer to a suitable alternative programme offered by another University: UCL will support a student’s transfer including through the transfer of credit/academic progress and the negotiation of the ‘fit’ between the two programmes (such as content, intended learning outcomes, final award)
- ensure the continuity of any UCL scholarship or bursary to which the student was entitled while studying at UCL for the length of time for which the scholarship or bursary was promised
- where the event is not expected to be permanent, allowing students to suspend their studies until the start of the new academic year, and working with them to make effective use of the remaining period of the current academic year such as exploring work experience opportunities in the UK or abroad
- compensation (as set out below).

20. Where a programme to which this policy applies is accredited by a professional, statutory or regulatory body, UCL will promptly inform the relevant body and consult with it regarding options which the relevant body will permit, and advise the students likely to be affected of the outcomes of this consultation.

21. Where an unplanned event occurs UCL’s designated ‘accountable officer’ must inform the OfS in accordance with Conditions of Registration applicable to UCL.

## **Refunds and compensation**

22. UCL’s Terms and Conditions set out how UCL deals with refunds.

23. Where a student is adversely affected by an event to which this policy applies, UCL will consider refunds and compensation as set out below.

## **Refunds**

24. Where a student is unable to complete the programme of study and is not able to transfer to another programme of study at UCL or another university in the UK, UCL will consider an appropriate refund of tuition fees in line with any legal obligation to do so. Such refund applies irrespective of whether the student paid the fees directly or indirectly through a student loan or by a sponsor.

## **Compensation**

25. UCL will consider the payment of compensation in line with any legal obligation to do so. Compensation may take into account i) the impact of the event on the student, ii) any alternative arrangement which has been agreed with the student, iii) the extent of any inconvenience/disruption caused to the student, iv) any mitigating action or options that are or would be available to the student. In considering compensation UCL will take into account a student's maintenance costs and lost time which may have arisen from the inability to complete the original programme as a result of the event or where the student is transferred to another course or provider. Where a student will incur additional costs, that cannot be mitigated by the student taking reasonable steps, as a direct result of the option proposed and agreed in accordance with this policy in considering compensation UCL will take such costs into account including:

- additional tuition fees arising from changing to another programme involving a longer total duration whether at UCL or another higher education provider
- the unwillingness or inability of a sponsor to continue paying tuition fees for a replacement programme of study
- additional reasonable travel costs incurred as a result of having to continue studying at another location either for the same or an alternative programme of study.

## **Communication with current and prospective students**

26. In implementing this policy UCL will communicate with current students using their university email address in addition to any oral communication, and with prospective students using their correspondence address as notified through their application to UCL (whether via UCAS or direct).

## **Working with the higher education sector to support students**

27. UCL is committed to working with other higher education providers to minimise the impact on students and to protect the reputation of UK higher education from the impact of matters such as disorderly programme closure, institutional loss of tier 4 status, or disorderly institutional closure.

28. In the event of another higher education provider being unable to fulfil its obligations to its students, UCL would seek to identify whether it offers comparable alternative programmes of study and whether it would be feasible to transfer displaced students to UCL. Within the University of London federation, the member institutions have a long history of collaborating in the delivery of elements of programmes.

29. UCL also commits to working with the regulatory body, the representative bodies and the NUS, to facilitate the flow of information to enable the identification of options for students adversely affected.

### **Communicating the Student Protection Policy to Students and Staff**

32. We will notify students of our final policy and any changes through an email to their UCL email addresses explaining the reason for the policy, highlighting its key features and outlining any significant changes. That email will include a link to the policy on our website.

33. For prospective students (who are currently holding an offer) we will inform them via the email address which they provided when applying to UCL.

34. We will inform all staff by email, and through deans of faculty and faculty tutors, of the requirements of the policy, especially in relation to programme suspension, withdrawal or major amendment. We will be revising the policy governing programme suspension, withdrawal and major amendment to ensure alignment with the Student Protection Policy.

35. We will conduct an annual review of the Policy, in partnership with the UCL Union.

36. We will remind students that they can access independent advice from the UCL Students' Union Advice Centre as well as from external organisations such as Citizens' Advice.

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