

UCL Student Protection Plan 2023-24

The [Office for Students](#) requires UCL to have a Student Protection Plan ('Plan') and provides guidance on the content and its expectations on its [Student Protection pages](#).

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1. What is a Student Protection Plan?

The Student Protection Plan sets out UCL's approach to the closure of programmes, campuses, or UCL as an institution which may have an adverse effect on the interests of Current or Prospective Students. The Plan also sets out the approach in the event that UCL is unable to deliver a material component of a programme which may have an adverse effect on the interests of Current or Prospective Students. This Plan is approved by UCL's Council.

UCL will always seek to preserve the continuation of study for all Current and Prospective Students and this Plan is designed to ensure that their interests are protected.

2. What does the Student Protection Plan cover?

This Plan applies to **planned** and **unplanned events**, the risks attached to such events and the measures in place to mitigate such risks. UCL's [Terms and Conditions](#) set out UCL's position regarding planned and unplanned events.

This Plan 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.

3. Planned events

Planned events are events which fall within UCL's reasonable control. Examples of some planned events include:

- the closure of a campus, 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)
- changes to information about a programme or modules where the information is considered Material information, such as the location of delivery or the mode of delivery (see [major, moderate and minor amendments](#) and [annex 7.1.3](#) of the Academic Manual)

There are a number of reasons why UCL may implement a planned event, for example:

- changes in strategic priorities at faculty, school, subject or university level or in the financial environment in which UCL operates
- declining student numbers
- replacing an existing programme with a new one
- 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

3.1. How does UCL implement a planned event?

UCL sets out processes outlined in [Chapter 7](#) of the Academic Manual relating to changes to programmes and modules. Current Students and Prospective Students must be notified and/or consulted on proposed programme amendments, as detailed in Chapter 7 of the Academic Manual, [Annex 7.1.3](#).

3.2. Protecting Current and Prospective Students

UCL has mechanisms in place to protect Current and Prospective Students and considers at each stage the likelihood and impact of planned events before these are implemented.

1. **Where possible** the UCL will complete the Teaching Out of the current version of a programme.
2. The necessity to close, suspend or materially change any programmes must be carefully considered if it will apply to Current Students and Prospective Students.

3. This includes consideration of the risk of any potential negative effects on a group or particular groups of Current or Prospective Students.

4. Unplanned events

These are events which lie outside the reasonable control of UCL. These events 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.

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 suspension or withdrawal of UCL's visa sponsor license
- 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 unexpected failure of critical IT systems or platforms
- 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)
- the unexpected withdrawal/termination of partnership agreements, year abroad or placements (for example due to an outbreak of war)
- regulatory action from the Office for Students

4.1. How will I know when an unplanned event occurs?

UCL will promptly inform all Current and Prospective Students affected or likely to be affected, and the Students' Union UCL, in writing (and where appropriate and practicable face-to-face).

Students will be informed 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 Current and Prospective Students and Students' Union UCL until after the event has occurred.

4.2. What happens when an unplanned event occurs?

Actions that will be taken will vary depending on the event. UCL will consider one or more of the following options:

- modify the programme in terms of content, timing, mode or location of delivery (including considering online provision and 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 Current and Prospective Students to a suitable alternative UCL programme: UCL will support a Current 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 Current and Prospective 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 Current and Prospective 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 Current and Prospective 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)

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 Current and Prospective Students affected by the unplanned event. UCL will do its best to consult individually with Current and Prospective Students with any of the protected characteristics or other individual circumstances that may mean that those Current and Prospective Students are more likely to be negatively affected.

UCL will adhere to the processes and requirements set out in the [Academic Manual](#) and in determining the action to be taken in consultation with affected Current and Prospective Students.

Where a programme to which this Plan 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.

5. UCL's Risk Assessment

5.1. How does UCL manage risk?

UCL has a robust risk management process, set out in its risk management policy. Risk is actively managed and reviewed on a regular basis.

The following sections outline UCL's assessment of the risk of institutional, programme, campus and building closures and gives reasons for the assessment.

5.2. What is the risk of UCL closure?

The latest annual assessment of UCL's financial sustainability judged the risk of institutional closure to be remote.

UCL's financial performance remains robust, and it has considerable resources at its disposal - along with funding from funding councils, research grants and other teaching contracts across different geographic areas and industries.

5.3. What is the risk of programme closure?

The risk of an individual programme closure is generally low at UCL. Programme closure is carried out in a managed way and mitigations would be undertaken to ensure that it would not affect those students currently on or applying to the programme (see planned events section above).

There is a **moderate risk** that programmes involving study abroad could be disrupted by unplanned events such as war or a pandemic. However, UCL would take appropriate action to mitigate the disruption to students and enable the continuation of the programme in a way which does not compromise the academic standards or value of the award (see unplanned risk assessment section).

5.4. What is the risk of campus closures?

The risk that temporary closure of the Bloomsbury campus or UCL East campus (as a whole or in part) will affect the continuation of study for UCL students would be low. There are business continuity plans in place to ensure that all key services are maintained for all categories of students on all courses. These plans are regularly reviewed, tested, and updated.

5.5. What is the risk of building closure?

The risk of the closure of a UCL building would be considered **moderate** due to the size of UCL and the number of buildings. However, there are business continuity plans in place to ensure that all key services are maintained for all categories of students on all courses. These plans are regularly reviewed, tested, and updated.

5.6. How does UCL manage risk from unplanned events?

UCL takes reasonable steps to identify potential events which might disrupt the delivery of its academic provision and to mitigate those risks, including through its risk management plan and practice. To reduce the impact of an unplanned event to continuation of study, UCL has in place the following:

- Major/Critical Incident Plan and a Critical Incident Team (CIT)
- Incident Management Process
- Business Continuity Policy, Plans and Business Impact Analysis Data

All of these are intended to help UCL withstand or recover from an unplanned event and will help to minimise disruption and to mitigate the situation, with the aim of protecting student interests and to provide continuity of teaching and research.

6. Refunds and compensation

UCL's [Terms and Conditions](#) set out how UCL deals with refunds in particular circumstances.

Where a Current Student or Prospective Student is adversely affected by an event to which this Plan applies, UCL will consider compensation as set out below.

6.1. Refunds

Where a Current Student or Prospective 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 the relevant Terms and Conditions and any legal obligation to do so. Such refund applies irrespective of whether the Current Student paid the fees directly or indirectly through a student loan or by a sponsor.

6.2. Compensation

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 Current/Prospective Student, ii) any alternative arrangement which has been agreed with the Current/Prospective Student, and iii) any mitigating action or options that are or would be available to the Current/Prospective Student. Additional costs or losses suffered, that cannot be mitigated by the Current/Prospective Student taking reasonable steps, as a direct result of the option proposed and agreed in accordance with this Plan, the applicable Terms and Conditions and Academic Manual UCL may include:

- 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
- losses relating to accommodation or maintenance

UCL may in exceptional, individual circumstances provide compensation for inconvenience or loss of time.

7. Communication

7.1. How does UCL communicate the Plan to Staff and Students?

This Plan will be published on the UCL webpages for Current Students and a pdf version will be available for download.

Current Students will be made aware of our Plan and any subsequent updates through the student newsletter emailed to their UCL email addresses explaining the reason for the Plan, highlighting its key features and outlining any significant changes.

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

We will inform all staff by email, through the staff newsletter, and through deans of faculty and faculty tutors, of the requirements of the Plan, especially in relation to proposing programme changes such as programme suspension, withdrawal, or major amendment.

We will conduct an annual review of the Plan, in partnership with Students' Union UCL.

7.2. How will I be contacted if the Plan needs to be implemented?

Where the Plan needs to be implemented UCL will communicate with affected Current Students using their university email address in addition to any oral communication. For affected Prospective Students UCL will use their email address as provided in their application to UCL (whether via UCAS or direct).

We will remind Current Students that they can access independent advice from Students' Union UCL Advice Service as well as from external organisations such as Citizens' Advice.

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Annex A – Definitions

This annex contains the definitions for terms used within the Student Protection Plan.

‘Current Students’ means;

all currently registered students at UCL and also includes those students who have been granted a suspension of studies.

‘Material information’ means;

information set out in the consumer protection legislation as included in [annex 7.1.3](#) of Chapter 7 of the Academic Manual.

‘Prospective Students’ 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.

‘Teaching Out’ means;

continuing to deliver the programme until all Current Students have completed the programme (as determined in the Academic Manual) or formally withdrawn or been required to leave UCL (in accordance with published and properly applied academic or non-academic disciplinary procedures).

‘Terms and Conditions’ means;

the contractual terms that apply between UCL and Current or Prospective Students. UCL’s [Terms and Conditions](#) set out UCL’s ability to make changes to a programme.

‘Major’, ‘moderate’ or ‘minor’ means;

amendments made to programmes or modules outlined in UCL’s [Academic Manual](#) and [Terms and Conditions](#) as major, moderate or minor.

‘Business Continuity Plans’ means;

the plans which UCL has in place to maintain critical business delivery, research and core operations in response to incidents and interruptions.