

Annex D: Template for a student protection plan

Provider's name: Pearson College Ltd trading as Pearson College London

Provider's UKPRN: 10042570

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Student protection plan for the period 2017-18

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

1. Our assessment of the range and level of risks to the continuation of student for our students is set out below.

Risk of ceasing operation

2. The risk to continuation of study for students due to us ceasing operation is **low** because we have a financial guarantee in the form of a legally binding corporate undertaking from our parent company. This guarantees to ensure that sufficient financial and other resources will be made available to the College to enable all students enrolled on Pearson College programmes to have the opportunity to progress to completion of their study and to do so in accordance with the applicable academic regulations and in accordance with the terms and conditions of their programme of study and in compliance with the Quality Assurance Agency's expectations as set out in the Quality Code for Higher Education.

Risk of losing validation partner

3. The risk that we will no longer continue to be validated by the University of Kent ("UoK") is **low** in that the collaboration with UoK is a strategic partnership which goes beyond a mere validation arrangement, as is made clear in the Memorandum of Understanding between the two institutions. For this reason both sides agree that the partnership would continue even beyond the point at which Pearson College London attained its own degree-awarding powers. The strength of the partnership is demonstrated by the close collaboration and co-operation at senior level across the institutions – this was the case from the start and has been reaffirmed since changes have taken place at senior leadership level at UoK. A number of joint initiatives between the two institutions have commenced under the new leadership, which demonstrate both institutions' commitment to the relationship.

Risk of Moving Location

4. The risk that we will no longer be able to deliver programmes in our 190 High Holborn campus in the next three years is **low** because:
 - (a) we already occupy 2.5 floors of the building and are currently fitting out a third floor for exclusive use by the College in time for the start of the 18-19 academic year; and
 - (b) the Governing Body reviewed the College's resource needs for the next three years at its April meeting, identifying the need for further space as the College grows to its projected size over the next 3 years. It received confirmation that Pearson will make available the required space – the following is an extract from the Principal's Resource report presented to and approved by the Governing Body at that meeting:

"2019 and 2020

..... Based on our student number plans we would need 9,000 sq.ft. by September 2019 and again by September 2020.

As can be seen above Pearson has supported the College in allocating and fitting out space as it has grown. Pearson has confirmed this will continue and that as student numbers increase in future years additional floor space will be made available to accommodate them, and in particular the allocation of an additional 18,000 sq.ft."

Risk of non-continuation of specialised programmes and/or modules

5. The risk that we may not be able to continue to deliver our specialised programmes and/or specialised modules in VFX, Computer Animation or Game Art was identified as moderate because the specialist nature of the subjects means that recruiting staff with the relevant knowledge and expertise can be difficult. However, we have reduced the likelihood that this risk will crystallise to **low** through the following measures:
 - Recruiting "studio assistants" who are specialists in the subject to assist in the classroom alongside the tutors. These studio assistants are being trained up to become tutors in their own right.

- Having very close contacts with industry, including involving them in the design of our programmes, in mentoring students and in assessing student work which means we could take on someone from industry on a secondment to cover any recruitment gap (and we have budgeted for the need to provide an appropriate salary for this)
- Using specialist recruitment agencies to source talent
- Advertising well in advance of the need for new tutors to ensure that we have sufficient time to recruit

2. The measures that you have put in place to mitigate those risks that you consider to be reasonably likely to crystallise

6. We do not consider any of the risks identified in the section above are reasonably likely to crystallise for the reasons given in that section.

3. 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

7. A copy of our “Policy for Refunds and Compensation to students in the event that Pearson College London no longer continues to offer programmes of study” is annexed to this plan.
8. We will implement this policy by giving effect to it in our Terms and Conditions for students which will be revised for this purpose for students entering in September 2019 onwards.
9. As agreed with Pearson, PCL will have reserves of £20million which would be sufficient to provide refunds and compensation for students as outlined in the policy.

4. Information about how you will communicate with students about your student protection plan

10. We will publicise our student protection plan to current and future students by putting it on our website in both the “current students” and “future students” sections. In addition we will give effect to the refunds and compensation policy at Annex A in our terms and conditions (which we send with offers to students and which students sign to accept their offer).
11. We will ensure that staff are aware of the implications of our student protection plan when they propose changes to courses, or modes of delivery or locations by including a student impact assessment as part of the documentation required before such changes can be approved.
12. If we need to implement the student protection plan we will, in as far as is reasonably possible, give students a minimum of one month’s notice. We will do this by informing any affected students in writing and also give them an opportunity to meet with the appropriate member(s) of staff.
13. We will add our student protection plan to the review schedule for all our policies and procedures and ensure that it is reviewed annually. We will involve our students in the review by (a) student membership of the relevant committee responsible for approving changes, (b) consulting with student representatives via the Student-Staff Liaison committees and (c) consulting with the PCSA before making recommendations to the Executive Team and Governing Body as to whether or not changes should be made and if so what these should be.
14. Both PCL and the UoK (our validating partner) have agreed in our MoA that if for any reason the agreement is terminated, the interests of the students will be paramount and all efforts will be made by both parties to ensure they are able to complete the programme.
15. If our student protection plan had to be implemented we would communicate with students in writing and invite them to a one-to-one meeting with their personal tutor for advice and guidance (if a number of students were affected we would also hold open meetings as well as one-to-ones).
16. We will develop an advice booklet for use by students in the event that we need to implement the measures in our student protection plan. We will take legal advice in the drafting of this booklet. The booklet will also point students to other sources of advice and guidance.

Annex D1

Pearson College London Policy for Refunds and Compensation to students in the event that Pearson College London no longer continues to offer programmes of study

1. We consider that the interests of students are paramount and all efforts will be made at all times to ensure they are able to complete the programmes on which they are enrolled at Pearson College London (PCL).

Teach Out

2. If a programme or programmes no longer continue to be offered at PCL we intend to “teach out” all existing students, and to do so at PCL, so that students can complete in accordance with the applicable academic regulations and in accordance with the terms and conditions of their programme of study. This is provided for in the legally binding corporate undertaking provided by our parent company.
3. In the unlikely event that a programme or programmes no longer continue to be offered at PCL and it is not possible for us to “teach out” existing students at PCL we will:
 - (a) facilitate the awarding by our validating partner of any exit award to which the student is entitled and the issuing of a transcript showing any additional modules which the student has successfully completed.
 - (b) use our best endeavours to find an alternative institution (where possible in London) at which the student will be given the opportunity to complete their degree (or other award as applicable).

Refund of Tuition Fees

4. If a programme or programmes no longer continue to be offered at PCL and it is not possible for us to offer students the opportunity to complete their degree (or other award as applicable) either at PCL or elsewhere, we will refund all the tuition fees that the student has paid for the programme:
 - a) In the case of students in receipt of a tuition fee loan from the Student Loan Company (“SLC”), we will reset the tuition fee for the programme to zero. This will mean that the tuition fee is returned to the SLC and the student will no longer owe the SLC that portion of the fee;
 - b) For any student who has paid their own fees, we will refund the tuition fees paid;
 - c) For any student whose fees are paid by a sponsor, we will refund to the sponsor the tuition fees paid.
5. However, if a student is not able to continue their study at PCL and we arrange for the student to have the opportunity to continue at another institution (as outlined at 3b above), but the student unreasonably chooses not to continue their study (either at all, or not at the institution we have arranged), we will not refund any tuition fees.
6. If a student is not able to continue their study at PCL but we arrange for the student to have the opportunity to continue at another institution (as outlined at 3b above), the tuition fee at the new institution may be higher. This may be because the new institution has set their fees at a higher level, or because the student had the benefit of a fee waiver, scholarship or bursary for study at PCL. If this situation arises we will pay, for the remaining period of study, the difference between the actual tuition fee for the student if they had continued at PCL and the fee charged for that student by the new institution.

Compensation for Travel Costs

7. If a programme or programmes no longer continue to be offered at PCL and it is not possible for us to offer students the opportunity to complete their degree (or other award as applicable) either at PCL or elsewhere, we will refund the cost of their travel to and from the College during the period they were studying with us.
8. However, if we arrange for a student to have the opportunity to continue at another institution (as outlined in 3b above) but the student chooses not to continue their study, we will not refund their travel fees.
9. If:
 - (a) PCL stops teaching a programme or programmes at 190 High Holborn and relocates teaching of the programme(s) to another location outside Transport for London Zones 1 or 2; or
 - (b) A student is not able to continue their study at PCL but we arrange for the student to have the opportunity to continue at another institution (as outlined at 3b above) which is outside Transport for London Zones 1 or 2,we will pay any additional travel costs incurred by a student which is caused by this.
10. However, if we arrange for a student to have the opportunity to continue at another institution (as outlined in 3b above) but the student chooses to go to a different institution other than that arranged by PCL, we will not pay any extra travel costs caused by this.

Compensation for Accommodation Costs

11. If a programme or programmes no longer continue to be offered at PCL and it is not possible for us to offer students the opportunity to complete their degree (or other award as applicable) either at PCL or elsewhere, and if they moved out of the family home to study at PCL, we will refund the cost of their accommodation during the period they were studying with us.
12. However, if we arrange for a student to have the opportunity to continue at another institution (as outlined in 3b above) but the student chooses not to continue their study, we will not refund the cost of their accommodation during the period they were studying with us.
13. If:
 - (a) PCL stops teaching a programme or programmes at 190 High Holborn and relocates to another location outside Transport for London Zones 1-6; or
 - (b) A student is not able to continue their study at PCL but we arrange for the student to have the opportunity to continue at another institution (as outlined at 3b above) which is located outside Transport for London Zones 1-6,

and if either of these situations reasonably causes the student to change their accommodation, we will refund “wasted accommodation costs” caused by this. “Wasted accommodation costs” means any of the following which are caused by early termination of their current accommodation agreement:

- a. The loss of a deposit
- b. Payment for a period of time during which the student is no longer able to use the accommodation due to moving location and for which the student is unable to get a refund.

14. However, if we arrange for a student to have the opportunity to continue at another institution (as outlined in 3b above) but the student chooses to go to a different institution other than that arranged by PCL we will not pay any wasted accommodation costs caused by this.