

Student Protection Plan - 2025 - 2026

1. Introduction

- 1.1 The Student Protection Plan applies to all students registered with the Results Consortium Ltd. (thereafter the College).
- 1.2 As a registered higher education provider, the College is required to have a published Student Protection Plan (SPP), which sets out how we as providers will ensure that the quality of study provided to our students will be maintained and how our students will continue to study even if the provider, campus or programme closes.
- 1.3 Any risks to students' continuation due to their own circumstances will not be covered by the SPP. The College has policies and procedures in place to support students who have difficulty continuing their studies.
- 1.4 This plan is specific to the College, has been approved by the Regulator, the Office for Students (OfS), and sets out the measures we have put in place to mitigate any risks that may affect the continuation of your studies. These measures are in addition to the protections you have under [consumer protection law](#) and do not impinge on your consumer rights.

2. Measures

- 2.1 The following table identifies a number of scenarios and measures that we have in place to protect students' continuation of study.

<p>Risks to continuation of study</p> <p>The Governing Body has identified the following risks as relevant to the College:</p>	<p>Measures put in place to mitigate risks</p> <p>The College has taken the following steps to mitigate risks identified:</p>
<p>2.2 A decision to close the College has been taken. This risk is considered to be medium as the College delivers a variety of two higher education courses with university partners and awarding bodies. Additionally, the College profitably provided further education (FE) courses for many years and so has in place the necessary infrastructure and resources.</p>	<p>College closure. To enable progression of our further education students, the College has established links with a range of higher education institutions (HEIs), including two university partners. We will use these contacts and connections and our existing Information, Advice and Guidance service to enable students to transfer to an alternative institution.</p>
<p>2.3 A decision by the College to close a campus has been taken. The risk of closing a campus is considered to be medium as premises are leased and so factors outside the direct control of the College may impact on campus accommodation.</p>	<p>Campus closure. The College operates from a number of campuses. With the number of students we currently have, we have the ability to find alternative accommodation in a timely manner.</p>
<p>2.4 A decision to close a higher education course due to insufficient enrolment has been taken by the College. The risk of closing a course is considered to be medium due to</p>	<p>Course closure due to insufficient enrolment. The College has a dedicated marketing team that has proved highly effective at further education level. Should forecast student enrolment appear problematic, the College will</p>

	<p>the variety of courses we currently deliver.</p>	<p>utilise this resource to enhance student numbers. In the unlikely event of College closure, the College will facilitate transfer of students to one of our university partners, or another approved higher education institution. A refund policy is in place, please see below.</p>
2.5	<p>Loss or restriction of higher education institution (HEI) status. In the year 2025 – 26, this risk is considered low, as the College has in place the resources, policies, procedures and governance systems to ensure successful operation of the HEI.</p>	<p>Loss or restriction of HEI status. The College will use connections with our university partners and other HEIs and our existing Information, Advice and Guidance service to enable students to transfer to an alternative institution. In the unlikely event of College closure, the College will facilitate transfer of students to an approved HEI. A refund policy is in place, please see below.</p>
2.6	<p>Withdrawal of student loan designated status or designation for statutory student finance. The risk of loss of the student loan facility is considered low as the College has a track record of supporting students using the student loan facility that extends back for over three years.</p>	<p>Withdrawal of student loan facility. In the unlikely event of the withdrawal of student loan finance, the College's Information, Advice and Guidance service will be available to enable students' decision making. A refund policy is in place, please see below.</p>
2.7	<p>A decision has been taken not to continue a course for the subsequent year. Analysis of the resources required and forecast</p>	<p>Decision not to run a course in a subsequent year. Decisions to close a course will be made by the Academic Board or Governing Body. Wherever</p>

	<p>student numbers means that this is regarded to be low risk. We anticipate sufficient student enrolment to support the course and, based on our progression performance in further education, anticipate that progression from our further education provision will sustain our higher education provision.</p>	<p>possible the College will make arrangements to 'teach out' to our current students. The College management will ensure that the decision is published on the College website and future applicants are notified in accordance with UCAS deadlines.</p>
2.8	<p>Other disruption of college activity (e.g. temporary disruption within term-time not covered by any of the above). This risk is difficult to quantify as it is dependent on factors outside the College environment.</p>	<p>Other disruption of college activity. Should campus-based learning be temporarily interrupted, the College will use its Virtual Learning Environment and operate in a remote learning mode to enable the continuity of learning for our students for short-term interruptions.</p>
2.9	<p>The unanticipated departure of key members of college staff. This risk is considered to be medium, due to the fluid nature of the higher education employment market.</p>	<p>Unexpected departure of key members of college staff. The College has in place full-time staff with capabilities across our higher education delivery spectrum. On a short-term basis we will be able to draw from suitably qualified and experienced further education staff and our bank of associate lecturers.</p>

3. Refunds and compensation to students in the event of non-continuation of study

- 3.1 All higher education students are responsible for all their fees and other charges. In most cases, these will be funded by Student Finance England (SFE). However, it is still the responsibility of students to make the necessary application to SFE and to keep SFE informed of any changes.
- 3.2 Students who have not paid their tuition fees by the due dates will be subject to sanctions and corporate debt management procedures.
- 3.3 Academic staff are not empowered to vary fees or agree payment schedules on behalf of the College.
- 3.4 Students who wish to withdraw from their programme or interrupt their studies, remain liable for a percentage of the fees for the remainder of their academic year as set out below.

Home/EU Students

Notice Period	Student Fee Liability	Refund
More than one week before the course start-date	0%	100%
Notice given between less than 1 week before the start date of the course and 15 weeks after the start date of the course	25%	75%
Notice given between 16 weeks after the start date of the course and 30 weeks after the start date of the course	50%	50%
Notice given more than 30 weeks after the start date of the course	100%	0%

- 3.5 Any students thinking of withdrawing should discuss this with the Programme/Curriculum Lead and the Registry Manager.
- 3.6 Where the fees have been paid by SFE, any refunds will be made direct to SFE and not the student.
- 3.7 Where a student transfers to another programme within the College, the fees paid for the original programme will be transferred to the new programme, subject to the rules set by SFE. Where the fee for the new programme is higher than for the original course, the balance of fees must be paid. There will be no

partial refund if the fee for the new programme is lower than the original programme.

- 3.8 In the case of students who do not notify the College of their decision to withdraw, the date used for the official withdrawal date will be the date that the programme team attempts by email to contact the student to clarify matters, **not** the date of last attendance.
- 3.9 Where the programme fees have been paid by a sponsor and the sponsored student leaves before the start of the course, the sponsor will be allowed to transfer the fees paid to a replacement student.
- 3.10 Applications for a refund of fees for any other reason must be submitted in writing to the Principal. All refunds must be approved by the Principal or their representative.

4. Refunds

- 4.1 This applies to all higher education students. The College will provide refunds where it is necessary to close a programme due to insufficient numbers or where the attendance of students is made impossible or inappropriate by some action of the College. In the event of a programme closure, refunds will not be paid to those students who have:
 - (a) Voluntarily left the programme
 - (b) Not attended for a period of four weeks prior to closure without previously agreeing a period of interruption of studies or planned absence with the Registry Manager.
- 4.2 Refunds will not be made for any personalised items or materials which are being retained by the student.
- 4.3 If a refund is agreed through either programme closure, within the 14-day enrolment period, or as a result of an investigation through the Student Complaints Policy, the following refund process will apply:
 - 4.3.1 Payments will be returned via the original payment method used, unless a card or account has expired, in which case refunds will be by bankers' transfer.

- 4.3.2 Where the original payment was received from the Student Loans Company, refunds will be made to the Student Loans Company. The Student Loans Company will reclaim fees as a result of the College completing a change of fee notification. The Student Loans Company will then be responsible for amending the student's repayments to reflect the reduced loan amount.
- 4.3.3 Where fees were invoiced to and payment received from an employer/sponsor, refunds will be returned to the employer/sponsor by the same payment method.
- 4.4 Fees will not be refunded where programme suspension is temporary due to circumstances beyond the College's control, including but not exclusive to fire, flood or other force majeure, adverse weather conditions, failure of public utilities or transport systems/networks, restrictions imposed by the government, terrorist attack or threat of, epidemic or pandemic disease, temporary staff absences or changes including those due to industrial action.
- 4.5 A refund request in response to an issue with academic quality or the delivery of the course should follow the procedures set out in the Student Complaints Policy. Students should explain in detail the issue/problem experienced and why they believe that they are entitled to a refund. This must be done within 14 days of the issue occurring to give the College sufficient time to explore options for remedying the issue. The policy will be applied, and if the student's request is successful, the student may receive a refund if this is deemed the appropriate resolution, subject to the authorisation from the Principal (or their nominee). If the student's request is rejected, a rationale will be provided, and the student will be advised on how to appeal the decision.

5. Compensation

- 5.1 Where the consequences of the College's decisions (e.g. a programme closure) make it necessary for students to transfer to an alternative provider, or there is a change in the location of the course (which was not notified to the student prior to the commencement of the academic year), the College will consider appropriate compensation for additional travel or other costs directly attributable to the non-preservation of continuation of study.

- 5.2 The College's priority will always be to ensure that students receive the education experience outlined in the organisation's course information and its learning agreement. Where a result of an investigation through the Student Complaints Policy is concluded that this has not been the case, appropriate financial or other compensation may be offered.
- 5.3 The College is aware of the [Office of the Independent Adjudicator for Higher Education's](#) (OIA) guidance on considering whether it is appropriate to recommend compensation payments to higher education students for distress and inconvenience. Using the OIA's criteria for categorisation, the College will consider the following indicative compensation awards:

Indicative Bands for Distress and Inconvenience Awards for Higher Education Students	
Level of distress and inconvenience	Indicative Compensation
Moderate	Up to £250
Substantial	Between £251 and £1,000
Severe	Between £1,001 and £2,500

- 5.4 The above amounts are indicative only and any compensation payments will be contingent on the circumstances relating to individual students. Payments over £2,500 will be considered in exceptional circumstances only.
- 5.5 Descriptors for levels of distress or inconvenience are as follows:
- 5.5.1 **Moderate**: An act or omission by the College that has caused some distress or inconvenience in the short-term (for example less than six months). Moderate delays (for example less than six months) or other procedural irregularities directly attributable to the College, where there is evidence to indicate that the student suffered material disadvantage.
- 5.5.2 **Substantial**: An act or omission by the College that has caused some distress or inconvenience in the long-term (for example more than six months). Substantial mishandling of a complaint by the College that has demonstrably caused unreasonable or avoidable substantial delay (for example more than six months), where there is evidence to indicate that the student suffered material disadvantage
- 5.5.3 **Severe**: Convincing and contemporaneous evidence to suggest that, as a result of the College's actions or omissions, the student has

suffered from ill health. Major maladministration, procedural flaws, delays or other breaches of natural justice in the College's internal process resulting in material disadvantage to the student. Where there has been a clear material disadvantage to a student because of the College's' actions or omissions, but a practical remedy is inappropriate or impossible.

5.6 Applications for a refund of any fees must be submitted in writing to the Principal. All refunds must be approved by the Principal or their representative.

6. Financial contingency for refund and compensation policy

6.1 The College will incorporate provisions within its annual budget for the potential payment of tuition fee and other refunds and compensation payments to students. A combination of insurance policies and cash reserves (where appropriate) will be allocated in those circumstances where students at increased risk of non-continuation of study have been identified. Arrangements will be in place from the point of approved registration with the OfS.

6.2 Communication of student protection plan to students

6.3 The College will publicise its Student Protection Plan to current and future students by providing it on the College website and by making it available at appropriate student forums.

6.4 The College will ensure that staff are aware of the implications of the Student Protection Plan when they propose course or programme changes by ensuring the policies and procedures are followed and that the Academic Board makes decisions in accordance with the relevant policy.

6.5 The Governing Body of the College will review the Student Protection Plan annually and engage students in its review via the College's Academic Board meetings.

6.6 The Academic Board will inform students if there are to be material changes to their course by in accordance with the requirements laid out in the course variation policy and procedure, which includes engaging students in decision-making related to programme change and development.

- 6.7 The College will normally give students one semester notice when we need to make material changes to their course.
- 6.8 Through its Information, Advice and Guidance service, The College will put in place arrangements to ensure that our students have access to independent advice if we need to implement the measures in the Student Protection Plan.

7. Archives and Record Keeping

- 7.1 The College keeps records of the Student Protection Plan, its approval, review and any actions taken.
- 7.2 All versions are kept for at least six years and stored securely.