

Fairfield School of Business

Student Protection Plan Policy

May 2018

Owner: CEO/Executive Committee

1.0 Aim

- 1.1 Fairfield School of Business (FSB) is a private management college of higher education and delivers diverse courses for numerous awarding bodies from two specific campuses.
- 1.2 The policy is written in line with the Office for Students (OfS) guidelines and regulations under the requirements of the Higher Education and Research Act (2017) to develop and maintain a Student Protection Plan (SPP) in order to ensure the continuity of studies of current and future students in the event of discontinuation in operations in any of the campuses, or college-wide major disruptions.
- 1.3 In the process of developing this policy, the Equality Act (2010) has also been taken into consideration and FSB unequivocally states that in the unlikely event of disruption to the continuity of student studies, all students will be dealt with honestly and fairly and that no individual student will be ignored or neglected.
- 1.4 Particular efforts (without being detrimental to others) will also be made with individual students that fall into the protected characteristics of the Equality Act (2010). For example, age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation.
- 1.5 Consequently, this policy aims at assuring current and future students of the college that FSB will take all reasonable steps to mitigate any adverse effects to protect the continuation of studies to students in the unlikely event of a failure and ensure that students are not detrimentally affected.

2.0 Introduction

- 2.1 FSB is an unequivocally student-centered learning institution and considers its student body to be the most important stakeholder group in the organisation and is committed to helping to ensure that students achieve the best academic outcome(s) in their chosen studies.

- 2.2 Nevertheless, there may be occasions that unforeseen and uncontrollable events may occasionally occur which mean that changes will have to be made to ensure the continuity of student studies, as also detailed in our terms and conditions, conditions of enrollment, conditions of offer and student handbook.
- 2.3 Such events may be triggered by situations such as (but not limited to):
- 2.3.1 significant material changes;
 - 2.3.2 inability to operate as intended;
 - 2.3.3 loss or restriction of licenses;
 - 2.3.4 revocation of OfS registration;
 - 2.3.5 restriction or withdrawal of validating agreement(s) by awarding bodies;
 - 2.3.6 closure or relocation of one or more campuses;
 - 2.3.7 a decision not to continue running an existing course;
 - 2.3.8 major changes in the contents of a course;
 - 2.3.9 removal of necessary license(s) to run a course;
 - 2.3.10 loss of accreditation by regulator(s);
 - 2.3.11 temporary disruption(s) of any kind due to uncontrollable events;
 - 2.3.12 industrial action by college staff;
 - 2.3.13 inability to maintain specific and necessary resources to run a course;
 - 2.3.14 inability to deliver specific modes of study such as full-time, part-time and other combinations;
 - 2.3.15 inability to deliver specific timings of study such as day-time or evening;
 - 2.3.16 the unanticipated departure of key members of college staff;
 - 2.3.17 inability to recruit staff with the necessary skills to deliver a course.

3.0 Our commitment to current students, applicants and future students

- 3.1 Should any of the disruptions described in 2.3 or any other unforeseen event takes place and imposes a threat to the continuation of student studies FSB undertakes the commitment to:
- 3.1.1 we will announce it immediately to the student union and student body via their FSB email addresses and we will post relevant comments on our website and VLE;
 - 3.1.2 we will instigate immediate student consultation and representation in relevant decision-making meetings;
 - 3.1.3 should this student protection plan be triggered, students will be contacted within two working days of the day of which the applicable change was decided, or notified to the college;
 - 3.1.4 college-instigated campus, or course changes, will not take place during the middle of the academic year but rather such changes will be implemented before the commencement of the academic year;
 - 3.1.5 should any of the Greater London campus need to be relocated, we undertake to keep this within the Greater London area;

- 3.1.6 should any campus, or programme of studies, or mode of study, deemed necessary to close we undertake to phase out courses in a timely fashion so that the college 'teaches out' students to the originally stated time scale(s) before the campus, or programme of studies or mode of study closure and thus not disrupt the continuity of student studies;
- 3.1.7 in the event of imposed college closure due to FSB's accreditation being revoked by its regulator(s), or a partner awarding body withdraws validation agreement(s), we undertake to agree with these institutions an orderly and gradual closure in order to minimise such disruption to student studies;
- 3.1.8 FSB's partner University also has contingency plan(s) in place and in the regrettable event of such a closure they will directly look after registered students to the completion of their studies;
- 3.1.9 FSB also undertakes the commitment to work with individual students and assist them to secure another provider, should they wish to do so;
- 3.1.10 FSB will return to the funding organisation (refund), or directly to the student if self-payer, or to the student sponsor, the proportional relevant student fees (if any) so that students do not suffer any financial losses;
- 3.1.11 FSB undertakes the commitment to provide reasonable maintenance costs including lost time (if relevant) and travelling expenses for the remainder of the academic year from the date that FSB cannot continue teaching affected students in the event that they will need to travel to the location of the new provider if that location is not in the same approximate geographical area of FSB's affected campus.

4.0 Measures to be taken in specific situations

- 4.1 In this section numerous disruptive scenarios are identified and discussed in more detail along with mitigating measures to protect the continuity of student studies.
- 4.2 FSB undertakes the commitment to take all reasonable steps to minimise the resultant disruption to those services and to affected students.
- 4.3 If FSB as a whole is no longer able to operate, or has decided to cease operating:**
 - 4.3.1 We will announce this immediately to the student union and student body via their FSB email addresses and we will post relevant comments on our website and VLE (3.1.1);
 - 4.3.2 we will instigate immediate student consultation and representation in relevant decision-making meetings (3.1.2);
 - 4.3.3 students will be contacted within two working days of the day of which the applicable change was notified or decided (3.1.3);
 - 4.3.4 meetings with awarding bodies and partner University will be organised immediately with the aim of either finding another provider for the students to continue their studies with, or the partner University look after directly the students that are registered in that University (3.1.8.and 3.1.9);

- 4.3.5 FSB also undertakes the commitment to work with individual students and assist them to secure another provider, should they wish to do so (3.1.9);
 - 4.3.6 FSB will return to the funding organisation (refund), or directly to the student if self-payer, or to the student sponsor, the proportional relevant student fees (if any) so that students do not suffer any financial losses (3.1.10);
 - 4.3.7 FSB undertakes the commitment to provide reasonable maintenance costs including lost time (if relevant) and travelling expenses for the remainder of the academic year from the date of the change so that students do not incur additional costs if it is necessary to travel to the location of the new provider if that location is not in the same approximate geographical area of FSB's campuses (3.1.11).
- 4.4 The risk associated with this scenario (on a scale of low, medium, high) is low. FSB's financial performance year-on-year is stable and is also supported by a clearly defined and realistic business continuity plan. In addition, as illustrated in section 8.0, FSB also has a student refund and compensation fund in place as a further contingency plan should any of these events are triggered.

4.5 If FSB has lost validation(s) for one or more of its courses that are being delivered:

- 4.5.1 we will announce it to the student union without any delay and directly inform the affected students via their FSB email addresses and we will post relevant comments on our website and VLE (3.1.1);
- 4.5.2 we will instigate immediate student consultation and representation in relevant decision-making meetings (3.1.2);
- 4.5.3 students will be contacted within two working days of the day of which the applicable change was notified or decided (3.1.3);
- 4.5.4 we undertake to discuss and agree with the institution that has revoked the particular validation a time scale so that the college 'teaches out' students to the originally stated time scale(s) before the course closes in FSB (3.1.7);
- 4.5.5 continuing with 4.4. we also undertake to agree with the institution that has revoked the particular validation an orderly and gradual closure in order to minimise such disruption to student studies (3.1.8);
- 4.5.6 meetings with the institution that has revoked the particular validation will be organised immediately with the aim of either finding another provider for the students to continue their studies with, or the awarding body or partner University look after directly the students that are affected (3.1.8);
- 4.5.7 FSB also undertakes the commitment to work with individual students and assist them to secure another provider, should they wish to do so (3.1.9);
- 4.5.8 where applicable, FSB will return to the funding organisation (refund), or directly to the student if self-payer, or to the student sponsor, the proportional relevant student fees (if any) so that students do not suffer any financial losses (3.1.10);

- 4.5.9 FSB undertakes the commitment to provide reasonable maintenance costs including lost time (if relevant) and travelling expenses for the remainder of the academic year from the date of the change so that students do not incur additional costs if it is necessary to travel to the location of the new provider if that location is not in the same approximate geographical area of FSB's campuses (3.1.11).
- 4.6 The risk associated with this scenario (on a scale of low, medium, high) is low. FSB's awarding bodies visit and audit FSB regularly and any (if any) issues identified are addressed immediately to the satisfaction of the awarding body. In the history of FSB there has never been a case that a validation was lost, supporting the low risk of this scenario.
- 4.7 If FSB is, or expects to be, operating with probationary validation(s):**
- 4.7.1 FSB will be working closely with the relevant awarding body, University or regulator that has stipulated the probation with the aim of fully complying with the relevant requirements and guidelines on the given time scale(s) with the aim of overcoming the stipulated probation and thus protect the continuity of student studies;
- 4.7.2 FSB will agree a detailed action plan with the relevant awarding body, University or regulator that has stipulated the probation and work towards meeting the condition(s) of the probation;
- 4.7.3 a summary report, or a link towards the report (if any), of the relevant awarding body, University or regulator that has stipulated the probation together with the action plan will be published on FSB's website and VLE;
- 4.7.4 we will announce it to the student union without any delay and directly inform the affected students via their FSB email addresses and we will post relevant comments on our website and VLE (3.1.1);
- 4.7.5 we will instigate immediate student consultation and representation in relevant decision-making meetings (3.1.2);
- 4.7.6 students will be contacted within two working days of the day of which the applicable change was notified or decided (3.1.3).
- 4.8 The risk associated with this scenario (on a scale of low, medium, high) is low. FSB's awarding bodies visit and audit FSB regularly and any (if any) issues identified are addressed immediately to the satisfaction of the awarding body or regulator. Nevertheless, it may be the case that an awarding body or regulator stipulates operating a particular course under a probationary validation or subject to stipulated conditions. FSB undertakes the commitment to work closely with this awarding body or regulator in order to meet the given conditions according to requirements and hence maintain low risk in the operation of any course(s).
- 4.9 If one or more of the locations (campuses) at which FSB delivers courses to students is no longer available, particularly if there is a consideration to close or significantly change that location (campus):**

- 4.9.1 we will announce it immediately to the student union and the student body via their FSB email addresses and we will post relevant comments on our website and VLE (3.1.1);
 - 4.9.2 we will instigate immediate student consultation and representation in relevant decision-making meetings (3.1.2);
 - 4.9.3 students will be contacted within two working days of the day of which the applicable change was notified or decided (3.1.3);
 - 4.9.4 college-instigated campus changes will not take place during any one academic year but rather such changes will be implemented before the commencement of the academic year (3.1.4);
 - 4.9.5 should any Greater London campus need to be relocated, we undertake to keep this within the Greater London area (3.1.6);
 - 4.9.6 should any campus, or programme of studies, or mode of study, deemed necessary to close we undertake to phase out courses in a timely fashion so that the college ‘teaches out’ students to the originally stated time scale(s) before the campus, or programme of studies or mode of study closure and thus not disrupt the continuity of student studies (3.1.7);
 - 4.9.7 FSB undertakes the commitment to work with individual students and assist them to secure another provider, should they wish to do so (3.1.9);
 - 4.9.8 FSB will return to the funding organisation (refund), or directly to the student if self-payer, or to the student sponsor, the proportional relevant student fees (if any) so that students do not suffer any financial losses (3.1.10);
 - 4.9.9 FSB undertakes the commitment to provide reasonable maintenance costs including lost time (if relevant) and travelling expenses for the remainder of the academic year from the date that FSB cannot continue teaching affected students in the event that they will need to travel to the location of the new provider if that location is not in the same approximate geographical area of FSB’s affected campus (3.1.11).
- 4.10 The risk associated with this scenario (on a scale of low, medium, high) for the Croydon. The lease contract is due for renewal and risk associated is ‘controlled’ medium since a new campus in Croydon is currently being negotiated . The risk associated with the Alperton/London campus, however, is a ‘controlled’ medium since the campus is subject to relocation in 2019 given that the contract is coming to an end and the landlord’s intention is to convert the building into flats. FSB is currently in the process of looking for an alternative location and as soon as a plausible solution is found the mitigating actions of this scenario will be triggered so that the move to the new campus is as smooth as possible with minimal disruption to students
- 4.11 If FSB is no longer able to deliver courses to students in one or more subject areas and/or departments:**

- 4.11.1 we will announce it immediately to the student union and the student body via their email addresses and we will post relevant comments on our website and VLE (3.1.1);
 - 4.11.2 we will instigate immediate student consultation and representation in relevant decision-making meetings (3.1.2);
 - 4.11.3 should this student protection plan be triggered, students will be contacted within two working days of the day of which the applicable change was decided or notified to the college (3.1.3);
 - 4.11.4 college-instigated campus, or course changes, will not take place during any one academic year but rather such changes will be implemented before the commencement of the academic year (3.1.4);
 - 4.11.5 should any campus, or programme of studies, or mode of study, deemed necessary to close we undertake to phase out courses in a timely fashion so that the college 'teaches out' students to the originally stated time scale(s) before the campus, or programme of studies or mode of study closure and thus not disrupt the continuity of student studies (3.1.7);
 - 4.11.6 in the event of imposed college closure due to FSB's accreditation being revoked by its regulator(s), or a partner awarding body withdraws validation agreement(s), we undertake to agree with these institutions an orderly and gradual closure in order to minimise such disruption to student studies (3.1.8);
 - 4.11.7 FSB's partner University also has contingency plan(s) in place and in the regrettable event of such a closure they will directly look after registered students to the completion of their studies (3.1.9);
 - 4.11.8 FSB also undertakes the commitment to work with individual students and assist them to secure another provider, should they wish to do so (3.1.9);
 - 4.11.9 FSB will return to the funding organisation (refund), or directly to the student if self-payer, or to the student sponsor, the proportional relevant student fees (if any) so that students do not suffer any financial losses (3.1.10);
 - 4.11.10 FSB undertakes the commitment to provide reasonable maintenance costs including lost time (if relevant) and travelling expenses for the remainder of the academic year from the date that FSB cannot continue teaching affected students in the event that they will need to travel to the location of the new provider if that location is not in the same approximate geographical area of FSB's affected campus (3.1.11).
- 4.12 The risk associated with this scenario (on a scale of low, medium, high) is low. FSB has a rationalised and clearly defined course portfolio with all the necessary resources in place to ensure continuity and effectiveness. The same applies for faculty departments responsible for delivering these courses. Departments and

courses are well resourced and there are no considerations or problems in any of these areas.

4.13 If FSB is no longer able to deliver one or more courses to students, particularly if there is a consideration to close courses in the next three years:

- 4.13.1 we will announce it immediately to the student union and the student body via their FSB email addresses and we will post relevant comments on our website and VLE (3.1.1);
- 4.13.2 we will instigate immediate student consultation and representation in relevant decision-making meetings (3.1.2);
- 4.13.3 should this student protection plan be triggered, students will be contacted within two working days of the day of which the applicable change was decided or notified to the college (3.1.3);
- 4.13.4 college-instigated campus, or course changes, will not take place during any one academic year but rather such changes will be implemented before the commencement of the academic year (3.1.4);
- 4.13.5 should any campus, or programme of studies, or mode of study, deemed necessary to close we undertake to phase out courses in a timely fashion so that the college 'teaches out' students to the originally stated time scale(s) before the campus, or programme of studies or mode of study closure and thus not disrupt the continuity of student studies (3.1.7);
- 4.13.6 in the event of imposed college closure due to FSB's accreditation being revoked by its regulator(s), or a partner awarding body withdraws validation agreement(s), we undertake to agree with these institutions an orderly and gradual closure in order to minimise such disruption to student studies (3.1.8);
- 4.13.7 FSB's partner University also has contingency plan(s) in place and in the regrettable event of such a closure they will directly look after registered students to the completion of their studies (3.1.9);
- 4.13.9. FSB also undertakes the commitment to work with individual students and assist them to secure another provider, should they wish to do so (3.1.9);
- 4.13.10 FSB will return to the funding organisation (refund), or directly to the student if self-payer, or to the student sponsor, the proportional relevant student fees (if any) so that students do not suffer any financial losses (3.1.10);
- 4.13.11 FSB undertakes the commitment to provide reasonable maintenance costs including lost time (if relevant) and travelling expenses for the remainder of the academic year from the date that FSB cannot continue teaching affected students in the event that they will need to travel to the location of the new provider if that location is not in the same approximate geographical area of FSB's affected campus (3.1.11).

4.14 The risk associated with this scenario (on a scale of low, medium, high) is low. FSB has a rationalised and clearly defined course portfolio with all the necessary resources in place to ensure continuity and effectiveness. In addition, there are no particular issues with any of the associated awarding bodies. The same applies for faculty departments responsible for delivering these courses. As always, of course, should this scenario happen the mitigating actions will be triggered accordingly.

4.15 If FSB is no longer able to deliver material components of one or more courses, particularly if there are areas of particular vulnerability, such as single person dependencies for teaching:

4.15.1 This particular scenario is highly unlikely to take place given that FSB does not deliver any specialist courses. Courses on offer are broad in scope and only require, for example, standard resources and material components such as learning and teaching aids, Learning Resource Centre(s) and a Virtual Learning Environment. All necessary virtual and physical components including relevant systems, processes and documentation are in place and are well maintained and regularly updated. Given the volume of staffing in each course on offer it is also never the case that particular courses are dependent on a single person since there are numerous academic staff in the faculty of each campus that hold relevant qualifications to be suitable substitutes.

4.15.2 Nevertheless, should there is the need to address such a scenario, FSB undertakes the commitment to:

4.15.2.1 we will announce it immediately to the student union and inform the affected students via their FSB email addresses;

4.15.2.2 we will immediately replace the relevant resource(s) in order to ensure the continuity of student studies in the affected course(s);

4.15.2.3 upon replacement or substitution of any such resource(s) we will confirm this to the student union and the affected students via their FSB email addresses.

4.16 The risk associated with this scenario (on a scale of low, medium, high) is low. FSB is a well-established learning institution with all the relevant resources in place and with ongoing investment in resources in all campuses year-on-year. In addition, given that the courses on offer are all broad in scope there are no specific vulnerabilities involved or special resources needed, neither any of the courses are dependent on single individuals.

4.17 If FSB is no longer able to deliver one or more modes of study to students, particularly if there is a consideration to withdraw a mode of study:

- 4.17.1 We will announce it immediately to the student union and the student body via their FSB email addresses and we will post relevant comments on our website and VLE (3.1.1);
 - 4.17.2 we will instigate immediate student consultation and representation in relevant decision-making meetings (3.1.2);
 - 4.17.3 should this student protection plan be triggered, students will be contacted within two working days of the day of which the applicable change was decided or notified to the college (3.1.3);
 - 4.17.4 should any campus, or programme of studies, or mode of study, deemed necessary to close we undertake to phase out courses in a timely fashion so that the college ‘teaches out’ students to the originally stated time scale(s) before the campus, or programme of studies, or mode of study closure and thus not disrupt the continuity of student studies (3.1.7);
 - 4.17.5 FSB also undertakes the commitment to work with individual students and assist them to secure another provider, should they wish to do so (3.1.9);
 - 4.17.6 FSB will return to the funding organisation (refund), or directly to the student if self-payer, or to the student sponsor, the proportional relevant student fees (if any) so that students do not suffer any financial losses (3.1.10);
 - 4.17.7 FSB undertakes the commitment to provide reasonable maintenance costs including lost time (if relevant) and travelling expenses for the remainder of the academic year from the date that FSB cannot continue teaching affected students in the event that they will need to travel to the location of the new provider if that location is not in the same approximate geographical area of FSB’s affected campus (3.1.11).
- 4.18 The risk associated with this scenario (on a scale of low, medium, high) is low. FSB is a well-established learning institution and does not intend to withdraw any of its published modes of study.

4.19 If FSB is no longer able to recruit or teach a particular type of student such as international students:

- 4.19.1 FSB does not have Tier 4 approval by the UKVI and it thus does not recruit any international students, neither it intends to do so in the future.
- 4.19.2 FSB’s vision and mission statement clearly state that a key drive for FSB is to widen participation and eliminate barriers to learning. FSB is also determined to make a contribution to social mobility.
- 4.19.3 All types of individual students that do not require Tier 4 sponsorship are welcome and FSB will do its utmost to facilitate any particular needs that they may require to enable them achieve their academic potential and succeed in their studies whilst with FSB. To that end, FSB has key departments such as Student Support Services and Academic Support Centre that aim at helping students that need further help in their studies.

4.19.4 Equally important, FSB works closely with registered disabled students to ensure it complies with its obligations under the Equality Act 2010, for example by helping them secure an appropriate Disability Student Allowance-

4.19.5 Should FSB is no longer able to recruit or teach a particular type of student:

4,19.5.1 we will announce it immediately to the student union and the affected student(s) via their FSB email addresses and we will post relevant comments on our website and VLE;

4.19.5.2 we will instigate immediate student consultation and representation in relevant decision-making meetings);

4.19.5.3 should this student protection plan be triggered, students will be contacted within two working days of the day of which the applicable change was decided or notified to the college;

4.19.5.4 upon conclusion of consultation with relevant parties and should there be a need for further action a decision will be taken on how to help individual cases and hence protect the continuity of students to affected students (if any).

4.20 The risk associated with this scenario (on a scale of low, medium, high) is low. FSB is committed as articulated in its vision and mission statement to widen participation and eliminate barriers to learning. To that end, FSB will continue recruit wherever reasonably possible all types of students that meet FSB's entry criteria and awarding bodies' entry requirements and is committed to helping these individuals achieve their academic potential. As to international students FSB does not have Tier 4 approval by the UKVI and it thus does not recruit any international students, neither it intends to do so in the future.

5.0 Student Feedback and participation

5.1 This student protection plan is in force as from May 2018

5.2 This student protection plan will be reviewed annually by FSB's Executive Committee and in particular every September.

5.3 Students wishing to provide feedback or make a complaint regarding this student protection plan or the processes adopted in the unlikely occurrence(s) of any event(s) identified are welcomed to do so by following FSB's standard channels.

5.4 Before a final approval is given on any version of this student protection plan a process of consultation will commence with the student body via the student union. Specifically, it will be communicated to the student management of the student union so that it can be communicated accordingly and discussed among the student body independently as may be required by students. The student union is then

required to provide any comments, concerns and/or proposed amendments to FSB so that the student protection plan fully reflects student views.

6.0 Provision of student independent advice

6.1 In the unlikely situation that any of the identified events in this student protection plan take place, or when the student body reviews this protection plan and students wish to receive independent advice, FSB can make such an additional facility available to students on request by the student union to the executive committee.

7.0 Information about this student protection plan to all stakeholders

7.1 This student protection plan is published in FSB's website for the benefit of all stakeholder groups and in particular current students, applicants and future students. It is also published in FSB's VLE for the benefit of current students and references toward this student protection plan are made in the student handbook. It is equally published in FSB's staff portal for the benefit of all staff members and it will also be part of college-wide staff briefing sessions in September and January of every year.

8.0 Student refund and compensation fund

8.1 FSB is an established and long-standing private management college with all the necessary resources in place that are reviewed every year and are maintained and augmented regularly. To observe this student protection plan FSB has also put in place a student refund and compensation fund within its cash reserves that currently stands at £250K and at the end of each organisational financial year will be augmented with £100K up until the fund reaches an appropriate amount in line with student numbers.

In addition, FSB is currently exploring insurance policies as an alternative method of cover.