



Fairfield School of Business

# Student Protection Plan

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Approved by the Board of Governors  
For Public Use

## Contents

<b>Introduction</b> .....	2
<b>About FSB</b> .....	2
<b>1. Our Commitment to Students, Applicants and Prospective Students</b> .....	4
<b>2. Measures to be taken in Specific Situations</b> .....	5
<b>2.1. If the School ceases operating and exits the market:</b> .....	5
<b>2.2. If facilities become temporarily unavailable owing to planned closure</b> .....	6
<b>2.3. In the event of sudden, unexpected facility closure</b> .....	7
<b>2.4. If a decision is taken to permanently close / relocate facilities</b> .....	7
<b>2.5. If FSB is no longer able to deliver a particular programme:</b> .....	8
<b>2.6. If FSB is no longer able to deliver material components of one or more courses,</b> .....	8
<b>2.7. If FSB is no longer able to recruit, teach or support particular groups of students</b> .....	9
<b>2.8. In the event of deferred start or cancellation of a programme</b> .....	10
<b>2.9. In the event of changes to timetables and scheduling</b> .....	10
<b>3. Student feedback and participation</b> .....	11
<b>4. Student refund and compensation fund</b> .....	11
<b>Publication of the Student Protection Plan</b> .....	12
<b>Additional Information</b> .....	12

## Introduction

Fairfield School of Business (“FSB”, “the School”) will take all reasonable steps to ensure that study programmes are delivered in full and meet the expectations students have when they accept an offer to study with the School. The School will ensure that students who successfully engage with their studies are not prevented from achieving the award studied for because of adverse circumstances, which might include changes to a programme’s content, or loss of access to learning resources or campus facilities.

The Student Protection Plan sets out how the School will protect the interest of its students in the event that changes to their programme are unavoidable. It also explains how programmes that no longer run will be taught out, and how students will be supported to complete their programmes in the unlikely event that the School should permanently close.

This Student Protection Plan and the contingencies outlined within it are supplementary to students’ statutory rights, which remain unaffected; it forms part of the School’s *Terms and Conditions*, which can be read here:

<https://fsb.ac.uk/student-enrolment-terms-and-conditions>

FSB’s Student Protection Plan has been produced in accordance with the following legislation and regulatory frameworks:

- i. *The Higher Education and Research Act (HERA) 2017*
- ii. *The Office for Students Regulatory framework for higher education in England*
- iii. *Consumer Protection from Unfair Trading Regulations (2008)*

Due consideration will be given to students with ‘protected characteristics’ as defined in the *Equality Act (2010)*, and how actions taken by the School to preserve the continuity of learning opportunities may potentially affect these groups, particularly students presenting with a profound disability or specific learning difficulty.

**NB:** *The Student Protection Plan refers specifically to students’ protection as consumers, and does not describe the School’s other duties of ‘protection from harm’, such as those relating to safeguarding, health and safety, protection of personal data or the Prevent duty, which are covered in separate policies, which can be found on the School’s website.*

## About FSB

Fairfield School of Business (“FSB”, “the School”) was founded in 2009 in central Croydon as a private English language school. Since being acquired by its present owner in 2012, the School has fundamentally revised its core mission and now offers a range of higher education courses in the fields of Business Management and Health and Social Care.

In its current configuration, the School delivers higher education programmes on behalf of external awarding universities, but regards itself as a distinctive higher education brand in its own right. As such, the School adopts governance concepts and mechanisms of academic oversight commensurate with those of a publicly founded HE provider, in order to demonstrate the requisite maturity and resources to establish itself as an independent, degree awarding institution.

The School is committed to the principle of widening access to higher education courses for students who may benefit from them, but who lack the formal academic credentials required for direct entrance to most universities. Recruitment activities are focussed on groups statistically underrepresented in higher education and the School is particularly active within the local communities where it operates. Members of Croydon Council and the local MP are regular visitors and the School has been given Education Ambassador Status.

The School is in the process of applying for recognition as an ‘Approved’ higher education institution from the Office for Students (OfS); at the time of writing, its application remains under review.

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## 1. Our Commitment to Students, Applicants and Prospective Students

- 1.1. FSB will seek to avoid making changes to programmes mid-delivery or close to the start of a programme. However, the School may at times decide that such changes are in the interests of its students or its wider academic community. There may also be events beyond the School's control where it must make changes to study programmes to ensure they can be delivered in full.
- 1.2. The School will have in place the necessary contingencies and resources, including financial resources, to ensure the continuity and completion of the study programmes it offers in the event of adverse circumstances beyond its control; where this is not possible the School will consult with affected individuals to achieve the best possible outcome.
- 1.3. Should any disruptions pose a risk to the continuity of its programmes, FSB will undertake to:
- contact all students and/or applicants **within two working** days of the time at which the applicable change was decided, or notified to the School - announcements will be made to the student body via their FSB email addresses and notifications posted prominently around campus facilities, on the School's public website and on our student Virtual Learning Environment;
  - immediately arrange for a consultation of affected students, and invite student representatives to relevant decision-making meetings, ensuring the interests of those affected are given due consideration;
  - ensure, where required, that recruiters and admissions staff are made aware of any substantial changes to FSB's learning opportunities and that all published information and promotional copy are updated in a timely fashion.
- 1.4. Where any substantial changes made to programmes make it unviable for students to continue, the School will consider reasonable requests for refunds and compensation, and will work with affected individuals in assisting them to secure a study placement with another provider, should they require this.
- 1.5. Should any of the provisions within this plan need to be triggered, the School will duly notify the regulatory body for higher education in England, the Office for Students (OfS), as well as the programme's awarding bodies, Bath Spa University and DeMontfort University. This will ensure these regulatory bodies have oversight of the School's actions during any continuity period.

## **2. Measures to be taken in Specific Situations**

In the following section, a number of risks and scenarios are identified, along with the measures the School will take in order to protect students' continuity of study; for each there is an indication of how likely the School considers these to occur and what the impact would be.

### **2.1. If the School ceases operating and exits the market:**

In the event of imposed School closure due to FSB's accreditation being revoked by its regulator(s), or a partner awarding body withdrawing a validation agreement, FSB will undertake to agree with these institutions, an orderly and gradual closure to minimise disruption to its students. In this scenario the School will endeavour to teach out programmes within the originally agreed timeframe or adhere as closely as possible to it.

In the highly unlikely event of sudden closure for reasons of insolvency, loss of key resources or facilities or other force majeure, the School management will, via its central offices, make special provision to assist students in finding alternate study placements to continue their studies, with recognition of all accrued academic achievement.

In either of the above scenarios the School will:

- Immediately announce the impending closure immediately to the student body via their FSB email addresses and post prominent notifications on the FSB website and its Virtual Learning Environment;
- instigate student consultation and representation in relevant decision-making meetings at the earliest opportunity;
- work with individual students to facilitate transfer to an alternative institution where they can continue their studies;
- return to the funding organisation (refund), or directly to the student if self-funded, or to the student's sponsor, the proportional relevant student fees (if any) so that students do not suffer any financial losses;
- consider reasonable requests for 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 campus.

**The risk of loss of awarding body accreditation is deemed to be low.**

Oversight of the management of academic standards and compliance with awarding body and regulatory frameworks is under taken by the Executive Committee on a regular basis and reported to the Board of Governors. The School engages proactively with the awarding bodies quality assurance processes and works closely with them to ensure that concerns are raised and addressed thoroughly and in good time. Therefore, the likelihood of an issue being allowed to escalate to the point of certification blockage without intervention is considered to be low.

The likelihood of further deterioration to a point that the School's validation agreement becomes irretrievably lost is very low.

**The risk of sudden institution failure for reasons of insolvency or loss of key facilities deemed to be very low**

FSB's financial performance year-on-year is stable and supported by a clearly defined and realistic business continuity plan. The School maintains financial reserves sufficient to support a "continuity period" allowing all existing on-course students to continue with their current programmes.

In addition, FSB also has a student refund and compensation fund in place as a further contingency plan to ensure refunds and compensation payments are timely and made in full.

**2.2. If facilities become temporarily unavailable owing to planned closure**

The School will communicate with affected students in good time (**no less than 2 weeks**) in the event of planned facility closure or temporarily unavailability (for reasons such as refurbishment or essential maintenance), or if parts of facilities become inoperable (e.g. lifts, common areas or amenities). These communications will detail alternate arrangements and seek to manage students' expectations.

The School will actively plan teaching operations around building and maintenance works to ensure the impact on students' learning experience is minimised. Loud or obstructive works will occur mostly outside of main teaching hours and all works will be appropriately screened off. Information about how these improvement works may affect students will be posted on-campus, and timely notifications will be sent to students affected where any changes are made to class timetables because of planned works.

### 2.3. In the event of sudden, unexpected facility closure

The School will notify all students as early as possible via email and prominently post notifications about the issue on its message boards in the event of sudden loss of facilities.

Communications will be provided regularly during the disruption to manage expectations and advise students of any temporary arrangements in place.

**The risk of occurrence of temporary facility closure (planned or unplanned) is moderate to high as building maintenance issues are fairly commonplace; the School's planning and contingency procedures ensure the impact remains low.**

### 2.4. If a decision is taken to permanently close / relocate facilities

Where the School permanently closes and/or relocates its facilities, it will ensure students and staff are notified in good time (**no less than 2 months prior to the closure**) and that new facilities are located as near as possible to the previous ones, and that they are as accessible for students.

The School will ensure students and staff are informed about the implications of the change and have the information they need about any new facilities **no less than 2 weeks** prior to the closure; resources will be dedicated to ensure that students attending a new teaching facility have additional orientation and assistance provided to them.

In the case of any of the above scenarios, FSB will:

- notify the student body via their FSB email addresses (general communique) and post information about planned changes prominently on the School's notifications forums and around campus facilities;
- Consult with its student body, via students' representatives of planned closures and changes to facilities;
- Consider the viability of temporary alternative facilities;
- undertake a risk assessment and an equality impact assessment in relation to planned closures and alternate temporary arrangements;
- Seek to resolve disruptions in timely manner.



If a student can demonstrate that that relocation of School facilities has had a substantial financial or logistical impact on their ability to study or fulfil personal commitments, the School may, at its discretion, consider reasonable requests for compensation of incurred travel costs or making adjustments to study arrangements.

If the student can show that relocation of, or changes to campus facilities make it impossible for them to continue with their studies, the School will consider refunding tuition fees paid in proportion to the remainder of the programme duration and may assist the student in securing a study placement with an alternate provider should this be requested.

## **2.5. If FSB is no longer able to deliver a particular programme:**

In the event that a programme offered by the School is to be discontinued, FSB will undertake to 'teach out' the programme within the originally stated time scale(s), or as closely as possible to this; revised timeframes will be provided to affected students at the earliest opportunity. Affected students will be advised of any accelerated delivery arrangements, as well as all final resit/resubmission opportunities; where resit/resubmission students cannot complete their studies within the allotted time, the School may make special arrangements for their completion, or as a last resort, assist them in securing a place with an alternate HE provider to undertake any final assessments.

The School will ensure that academic standards and quality are not compromised by any decision to close a programme, and that sufficient resources to run the programme continue to be allocated until its conclusion.

The School will ensure its marketing, recruitment and admissions staff are aware of the withdrawal of the programme immediately and that all published information or marketing copy about the programme is promptly updated.

**The risk associated with this scenario is low. FSB has all the necessary resources in place to ensure programme continuity and effectiveness.**

## **2.6. If FSB is no longer able to deliver material components of one or more courses,**

FSB's academic provision requires only 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, well maintained and regularly updated.

Staffing levels, and collective academic credentials within the School are sufficient that successful delivery programmes is not dependent on any single person or resource.

Nevertheless, should there be the need to address such a scenario, FSB will undertake to:

- announce it immediately to the student body and inform the affected students via their FSB email addresses;
- immediately seek to replace the relevant resource(s) in order to ensure the continuity of programmes;
- upon replacement or substitution of any such resource(s), confirm this to the student body and the affected students via their FSB email addresses.

**The risk associated with this scenario is low. FSB has all relevant resources in place, with ongoing investment in resources and facilities 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.**

## **2.7. If FSB is no longer able to recruit, teach or support particular groups of students**

FSB does not have Tier 4 approval from the UKVI and it thus does not recruit non-UK residents to its programmes. The School does not presently intent to apply for a Tier 4 licence.

FSB works closely with disabled students to ensure it complies with its obligations under the Equality Act. The School will consult with students presenting with disabilities or specific learning difficulties to arrange reasonable adjustments to its learning opportunities and assist with applications for Disabled Student Allowance.

Where the School makes substantial changes to its learning opportunities, or the manner in which it delivers them, it will undertake an assessment to ensure certain groups are not negatively impacted. If changes which impact certain groups are unavoidable the School will:

### **Where such changes are made before the start of a programme...**

- Immediately notify recruiters and admissions staff, and make appropriate amendments to any publicly available marketing materials and promotional copy about the programme;

- Inform any affected applicants at the earliest opportunity of the changes made and their rights of cancellation and refund; the School may assist in directing applicants to an alternate provider where requested.

#### **Where such changes are made during the course of the programme...**

- Consult with affected groups and their representatives to determine how best to mitigate the impact of such changes and what alternate arrangements can be made;
- If changes render it impossible for certain individuals to complete their studies, the School will ensure the student receives a refund in accordance with its *Refund and Tuition Fees Policy*, and may assist in securing a place with an alternate provider.

**The risk associated with this scenario is low; given the nature of the School's provision, there are few factors which would potentially impede the delivery of programmes to certain groups. In addition, FSB will undertake comprehensive equality impact assessments of any substantial changes it make to its learning opportunities.**

#### **2.8. In the event of deferred start or cancellation of a programme**

If the School cannot recruit sufficient applicants to ensure the viability of a specific programme of study, it may decide to delay the start of that programme or not to deliver that programme for that specific intake. For example, an unviable cohort size may be determined by the perceived negative impact to the student learning experience where the cohort size is insufficient to undertake interactive teaching or group learning activities.

The School would normally provide at least two weeks' notice of any such change. Applicants whose programmes are withdrawn will be offered alternative start dates and will have full recourse to cancellation and a full refund of any fees paid.

Delays will be notified to recruiters and all published information and marketing copy would be updated in timely fashion.

**The likelihood of a deferred start or cancellation to a programme is moderate, but the School will strive to minimise the impact on prospective students through the measures described above.**

#### **2.9. In the event of changes to timetables and scheduling**

The School understands that a large portion of its student population have commitments outside of their studies and that changes to published timetables can be disruptive. The School will strive where possible to avoid making changes to published timetables unless these are absolutely necessary. Where a change to a timetable must be made, this will

be done in such a way as to remain as close as possible to the original schedule, or adopt the most convenient alternative. All affected students will be given as much notice as possible.

Last minute changes owing to faulty classroom equipment or absence of teaching staff will be dealt with by the Administration team, who will make special arrangements; in such circumstances a member of the team will be on hand to advise affected students as they arrive for classes.

### **3. Student feedback and participation**

Before a final approval is given on any course of action outlined in the Student Protection Plan a process of consultation will commence with the student body via its nominated representatives (Class Representatives); FSB will ensure that students' interests and requirements are reflected in the outcome of any process designed to mitigate the effects of disruptions to or discontinuation of programmes.

Students wishing to provide feedback or make a complaint regarding the School's Student Protection Plan, or a failure by FSB to abide by it, should raise the issue using the School's formal complaints procedures, which can be found here:

<https://fsb.ac.uk/wp-content/uploads/2021/07/Student-Complaints-Policy.pdf>

### **4. Student refund and compensation fund**

FSB has in place a dedicated *Student Refund and Compensation Fund* within its financial reserves for use in the event that any of the scenarios outlined in this plan develop to such an extent that a refund, partial refund or compensation is due. This Plan applies equally to students who have paid tuition fees directly to the School (self-funded students), those sponsoring students, and students whose tuition fees are paid to the School by the Student Loans Company.

Refunds will be administered in accordance with the School's *Tuition Fee and Refund Policy*; where a student's fees have been paid on their behalf by the Student Loans Company (SLC), the School will initiate proceedings to return payments to the SLC in accordance with its procedures.

FSB may also offer affected students reasonable monetary compensation, for example to cover incurred additional travel expenses for the remainder of the academic year, from the date that FSB cannot continue teaching if a new study location is not in the same approximate geographical area as the original campus.

Refunds and compensation claims are considered on an individual basis and in line with the School's *Tuition Fee and Refund Policy*, which can be read here:

<https://fsb.ac.uk/wp-content/uploads/2021/10/Tuition-Fee-and-Refund-Policy.pdf>

## **Publication of the Student Protection Plan**

The School will publicise its Student Protection Plan to current and prospective students on its website. Additionally, prospective students will be signposted to it as part of their pre-application consultation. The School will further ensure that staff are aware of the implications of the Student Protection Plan when they propose course changes, through handbooks, procedural documents and staff training.

## **Additional Information**

This Plan is currently under review by the regulatory body for higher education in England; the Office for Students, as well as the School's awarding bodies. The Plan will be reviewed and updated annually by the School's Executive Committee. Any changes to it will be ratified by the Board of Governors.