

# UNIVERSITY OF BIRMINGHAM

## Student Protection Plan

A Student Protection Plan is a document that is approved by the Office for Students (OfS) that every University is required to have in place.

It explains what actions we would take in the event that a risk to the continuation of your studies arose, as well as how we would communicate with you about this. Examples of events that could trigger the Plan include:

- the discontinuation of a subject or discipline;
- department, location or campus closure;
- unanticipated or unforeseen changes which may affect our ability to provide the course (e.g. PhD, MSc, BA (Hons) etc.) to you.

You can find a fuller list of events included in section 1 of the Plan.

### Who does the Plan cover?

If you are receiving teaching or supervision from University of Birmingham employed staff and are expected to earn a recognised qualification, of the University, you are **likely** to be covered by this Plan.

You will **not** normally be covered if you are registered at partner provider and are taught by their staff. You will instead be covered by their Plan. For a full list of excluded courses see Annex 1.

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## Section 1: Introduction and Scope

### What is the Student Protection Plan?

The Student Protection Plan (the Plan) sets out what measures we have in place to protect you, as a student at the University of Birmingham, in the event that a risk to the continuation of your studies arises. The Plan has received student input and has been co-written with the Guild of Students.

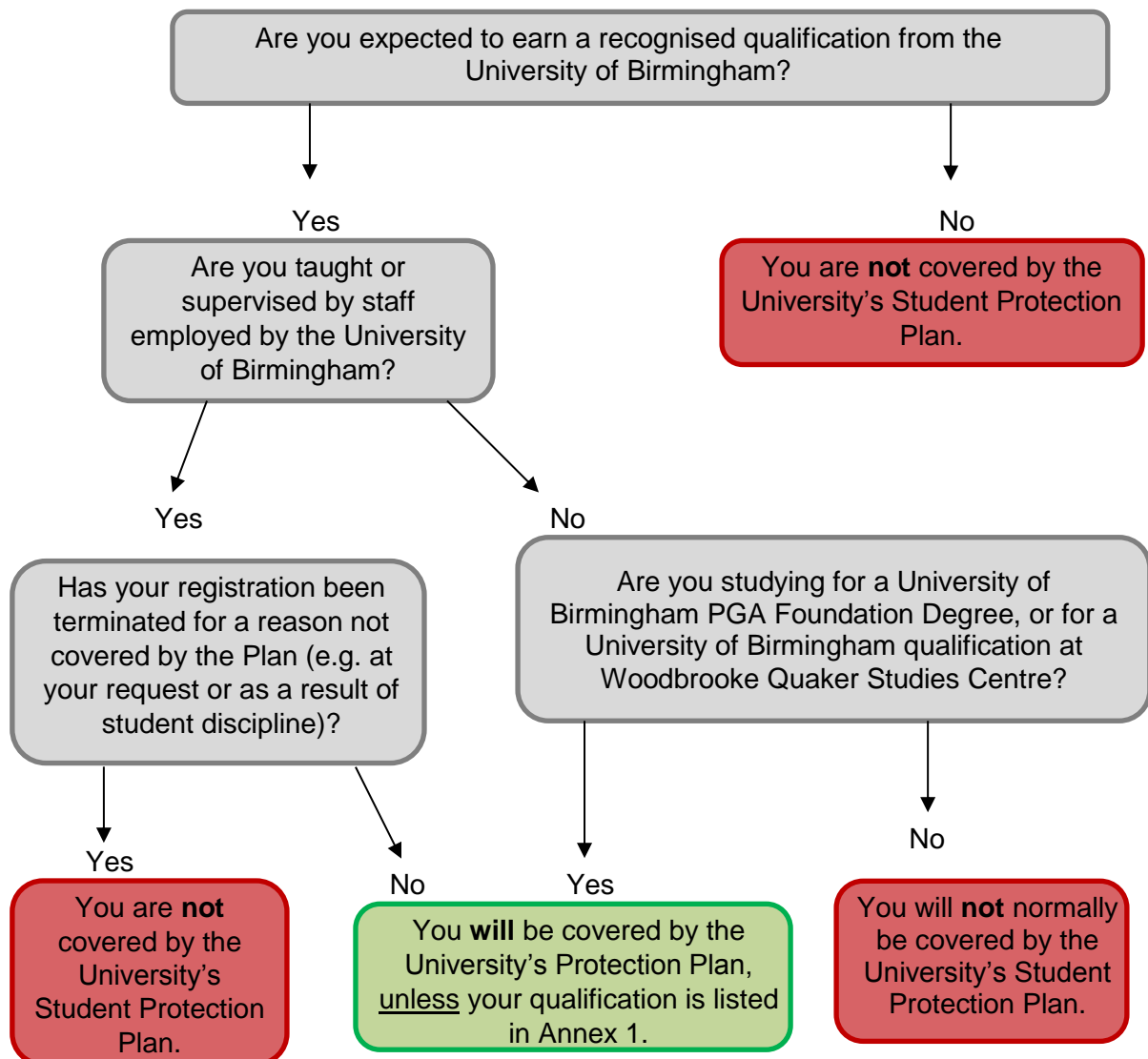
The measures contained in this Plan are in addition to the protections you have under consumer protection law and do not affect your consumer rights.

### Who is covered by the Student Protection Plan?

The Plan is available to all current and potential students. It covers registered undergraduate, postgraduate taught and postgraduate research students.

#### 1. Current Students

Figure 1 – Overview of Students covered by the Student Protection Plan



Even if you would normally be covered by the Plan, it will **not** apply to you if you have had your registration terminated for any of the following reasons:

- at your request;
- in the normal completion of your course;
- as a result of student discipline, non-payment of tuition-related fees, academic misconduct, academic failure or other similar matters.

*Are there any courses that lead to a qualification from the University of Birmingham that are not covered?*

Yes. We work with partner providers and businesses and not all of those courses will be covered. You can find a list of those that are **not** covered in Annex 1.

*My course is wholly online, am I covered?*

Yes, unless it is included in the list in Annex 1.

*What about studying with the University of Birmingham overseas?*

The Plan covers every student taught by University of Birmingham staff on a University of Birmingham course regardless of the country they are taught in. This includes students studying overseas:

- at our University of Birmingham Dubai campus;
- at our partner in Singapore: the Singapore Institute of Management (SIM);
- at our Joint Institute in China: operated in conjugation with Jinan University.

It will also apply to those studying for a joint PhD with any of our overseas partners.

Subject to the laws of those countries our responses will be as outlined in the action table of Section 2.

If your course is covered by this Plan and you go on a 'year abroad', or something similar (often called 'Student Mobility'), the Plan will **not** cover you for any changes that take place at the overseas provider. We will, however, contact you about anything that could be changing on the University of Birmingham course you will be returning to.

If your 'Student Mobility' course were to have significant changes that posed a risk to the continuation of your study, then we would discuss the matter with both yourself and your overseas provider. If we could not resolve the matter we would help you to find another mobility option or help to co-ordinate your return home.

## 2. Applicants

As an applicant, if you have accepted an offer to study at the University of Birmingham but have not yet registered at the University the University will notify you if the Plan is triggered and will likely affect you. In such cases, we would inform you of any changes and would try to minimise their impact by offering suitable alternative arrangements. For example, we would help you to find an alternative course or provider, or we would help you to defer your place for a year if this was appropriate.

## What type of issues are covered by the Student Protection Plan?

Below are some examples of what events could cause the Plan to be triggered, as well as those events that would not.

Covered (Major Changes) <i>If the University:</i>	Not covered <i>If the University makes:</i>
<ul style="list-style-type: none"> <li>✓ Discontinues your specific course (see Section 2 for actions that would be taken in this instance).</li> </ul>	
<ul style="list-style-type: none"> <li>✓ Closes the location (campus) on which the course is taught.</li> </ul>	
<ul style="list-style-type: none"> <li>✓ Can no longer provide the course to you for any other reason, for example:               <ul style="list-style-type: none"> <li>○ we cease operating through no choice of our own;</li> <li>○ we lose the right to provide the course or qualification;</li> <li>○ we lose our licence (called a Tier 4 licence) allowing us to recruit and register international students;</li> <li>○ you face long term disruption to your course that continuously and materially affects your course teaching over many months (e.g. fire in a key building leaving it unusable, or civil disorder);</li> <li>○ we work with a partner to deliver your course (e.g. a Degree Apprenticeship with a particular company) and they are unable to continue, or decide to stop, delivering the course;</li> <li>○ we close or reorganise the School or Department to which your course belongs and there is not, therefore, the required subject knowledge to continue teaching your course.</li> </ul> </li> </ul>	
	<ul style="list-style-type: none"> <li>✗ Minor adjustments and improvements to a course. <i>(This could include no longer accepting new students onto a particular version of the course.)</i></li> <li>✗ Minor adjustments to module content or non-compulsory modules<sup>(1)</sup>. <i>(In these cases you should consult the Policy on Consultation with Students.)</i></li> <li>✗ Changes to your timetable, including rooms, buildings or close-by locations.</li> <li>✗ Changes to supervision for research students. <i>(Such changes are covered by the 'Code of Practice on the Supervision and Monitoring Progress of Postgraduate Researchers'.)</i></li> </ul>

(1) As a research-intensive provider, our courses are dynamic and both the course and its constituent parts will rightly change as the discipline evolves. However, if you feel the course as delivered varies significantly from what you expected you should raise this as a concern with your School or College, or through the Complaints process.

## How would the Student Protection Plan be triggered?

As a student you are part of an academic community and a wider society where change is commonplace. Changes in courses delivered are routinely discussed at Student Staff Consultative Committees, the relevant meetings of each School, College and the University

– most of which have student members. Major changes, as described above, would be considered at these meetings and your views on such changes would be sought as detailed by the University’s Policy on Consultation with Students (see point 2 below, on consultation). Any decision to trigger the plan would only be taken **after** this process of consideration and discussion was complete. This would enable the University to be very clear, to you, about how we intended to proceed.

#### 1. Triggering of the Plan

Should major changes, such as those described in the table above (p.4), be approved the Academic Registrar would convene a meeting of Student Representatives, the Pro-Vice Chancellor (Education) and the Head of the relevant School.

The group would proceed to make a decision as to whether they would trigger the Plan, or recommend to the University Executive Board that it trigger the Plan. This will often depend on the circumstances of the case. The Pro-Vice Chancellor (Education) and the Academic Registrar, in consultation with the Guild of Students, can chose to trigger the Plan for any reason if your studies are likely to be significantly impacted by a substantial change.

If the Plan were triggered the University would listen to students’ views and, based on feedback, may decide to amend aspects of the original decision or the steps we had intended to take.

#### 2. Consultation

In the event of a major restructure – of an academic school, for example – a consultation of 60 days will take place. This consultation would take place before triggering the Plan and both staff and students would be represented. By working in partnership with you to discuss the options in this way we would be able to clearly explain what we intended to do and resolve any concerns early on.

## **Section 2: Student Protection Measures at the University of Birmingham**

### **Protection measures**

In the event that the Student Protection Plan is triggered we will take one or more of the following measures to protect your continuity of study. Individual measures in the Plan can be used at any time, if this would reduce the impact or likelihood of any interruption to your studies.

The University would always try to 'teach out' in the first instance. Teaching out means that we would continue to teach your course until the currently registered students on that course have finished their studies. In the detailed Action Plan that follows later in this section, you can see what measure would be taken in each circumstance if teaching out were not possible.

1. **Teaching out:** Teaching out will be the University's usual course of action and it will always be our first choice of protection measure to take. Where arrangements to 'teach out' are put in place, we commit to ensuring a course of study can be completed by all currently registered students. During any teach out period, courses remain subject to our normal quality assurance processes.
  - We would normally use this measure if we were to discontinue a specific course.
  - We may also offer to teach a suitable alternative course.
  - We would normally continue to teach out until we the date at which you were expected to complete your course, plus a further year if necessary (two years for part time). This allows for any approved interruption of studies you may need, e.g. related to sickness.
2. **Facilitate transfer or direct-entry to another provider:** We would look to work with partner providers across the UK, including our fellow Russell Group members and our strategic partners such as the University of Nottingham, to accommodate you by transfer or direct-entry – subject to their entry requirements.
  - This measure would be pursued if it was not possible to teach out, in the case of market exit for example.
3. **Support you in finding another provider:** We would support your exploration of other providers that offer comparable courses of study.
  - If you were interested in a provider outside of those with whom we were able to facilitate your transfer or direct-entry, then we would action this measure.
  - In both (2) and (3) we would help you to have your learning recognised by your new provider through appropriate credit transfer.
4. **Support access to specialist equipment and academic supervision:** We would support you to access equipment elsewhere.
  - If highly specialist equipment or academic supervision were no longer available, then the University would try to support your access to the equipment or supervision elsewhere.
5. **Find suitable premises at a nearby location:** We would always try to find suitable premises, at a nearby location, if the University were to close the location of a teaching facility.

*Reasonable adjustments:* If any of these measures were invoked but you had special circumstances that required reasonable adjustments, such as a disability or reduced mobility or if you had additional responsibilities (such as being a carer), we would consider these on a case by case basis. This would include the exploration of any reasonable costs that might be incurred.

On triggering the Plan, moreover, we would carry out an Equality Impact Assessment to ensure that we were considering the needs of different groups of students. For example, if a course that had a large cohort of mature students changed location (e.g. between Stratford-upon-Avon and Edgbaston) the assessment might flag that there would be a larger impact – as these students may be carers – and so this would be taken into account.

*Refund and compensation:* The Refund and Compensation Policy (see Annex 2) sets out the principles the University will follow when considering the refund of tuition fees (or a proportion thereof) and/or award of compensation upon the Plan being triggered.

## **The risk of the University triggering the Student Protection Plan**

The University of Birmingham is a large, established, high performing and financially stable provider. At our latest QAA Higher Education Review (HER), we achieved the most positive outcome of all providers in the UK to date: two commendations, nine highlighted areas of good practice and – importantly – no recommendations for required improvements. We also hold a Gold Award in the Teaching Excellence and Student Outcomes Framework (TEF). Demand from applicants for places at the University, furthermore, is strong.

Against this backdrop, we would like to reassure both our students and applicants that the risks outlined in this document are all very low and in the case of market exit extremely low.

### **1. Market Exit**

Our risk of ‘market exit’ (meaning that the University closed completely) is extremely low. The University of Birmingham finances are very healthy: our total income in 2016/17 alone was £636m, of which £94m was generated from our operations in cash and £46m was surplus after tax. We have, moreover, a significant asset base of over £1bn, of which £200m was held as cash in 2016/17, and plan for a 10 year period to manage our investment levels. The University is, therefore, able to absorb market shocks. Further information on the University’s strong finances can be found in the Annual accounts which are available on this webpage: <https://www.birmingham.ac.uk/university/governance/Council/accounts.aspx>.

### **2. Closure of a Teaching Facility**

We have no plans to close any of our campuses or overseas locations. We have been based on our main campus in Edgbaston for over a hundred years and our campus in Selly Oak for twenty years; we are committed to remaining on these campuses and are continuing to build and expand. We deliver a small number of English and Drama courses in Stratford-Upon-Avon, where we have long-standing, close links with the Royal Shakespeare Company – a partnership that has been expanding in recent years, as evidenced by our collaboration on the ‘The Other Place’ theatre. We are, also, fully committed to our new initiative in Dubai which is due to open in 2018/19 and have already secured an initial leased building for up to 5 years; in the longer term we are progressing the construction of a purpose built campus. The risk of closure of any of these locations, or any of our others, is very low.

### **3. Discontinuation of a Course**

There are occasions where the University will choose to discontinue the provision of a course. On these occasions the University will always try to teach out. Within the last ten years, there have been three undergraduate courses that were discontinued because of academic restructure; all of these were taught out. In addition, there has been one instance where a course was not taught out. In this case, the course was transferred to another provider, although the University of Birmingham retained responsibility for the award to our registered students and validated the award once the course and students had transferred. There have been instances where courses have stopped recruiting, in these cases students were informed that they would be the last intake onto these courses and the courses were taught out until all students had completed their qualification. The risk that the University would not teach out, therefore, is very low.

The risk that we would no longer be able to deliver material for core components of any of our courses is extremely low, as we design our modules to be taught by integrated teams of academic staff. We also have a very large number of modules, over 4100, and would be able to offer appropriate optional modules for all our courses as a consequence of this.

#### 4. Rights to Provide a Course / Register International Students

We have robust and effective quality processes in place, as evidenced by our QAA HER (as above), which substantially minimises the University's risk of being unable to provide a course to you – either, for example, because it has lost its right to recruit international students (its Tier 4 licence) or lost the right to provide a profession-required accreditation for a course, e.g. Incorporated Engineer. As such, we would expect to address any issues of this nature, in the majority of instances, before they became an event that would trigger the Plan and view the risk of this happening as very low.

#### 5. Applicants

It is rare for the University to permanently or temporarily close a course if students have accepted an offer to study (there being one instance of a temporary closure in the last ten years); the risk to applicants is very low. If this were to happen, however, we would always contact applicants to discuss their options; which might include being considered for another course at the University, being considered for the next year of entry (where closure is temporary), advice on finding a suitable course elsewhere and help with any issues that might arise with UCAS. See the table below for full details.

### **Reviewing the Plan**

The Student Protection Plan will be formally reviewed every three years, led by the Academic Registrar in conjunction with the Guild of Students.

If there are, however, any substantive changes to our risk position, or there are sector requirements or significant new activities being undertaken by the University that requires inclusion in the Plan then this would trigger an earlier review.

Should the Plan be triggered, we will conduct a review of the Plan to ensure that it operated as effectively as possible to protect the continuity of study for our students.



## The Plan: detailed actions that would be taken in the event of the Plan being triggered

### Current Students

The table below shows the likely Student Protection Plan options (the highlighted column indicates what the University's usual course of action would be in each instance). In each situation, however, we would seek to identify a reasonable course of action based on the circumstances; these could be drawn from protection measures 1-5 detailed earlier in Section 2. The University's normal course of action for most students would be to teach out or enable transfer to another provider. In the event that these options are not possible, it is likely that Refund and Compensation Policy (Annex 2) will apply.

We recognise that the protection measure(s) taken by the University might not be appropriate for all students. On all occasions of the Plan being triggered, therefore, reasonable adjustments will be considered on a case-by-case basis.

Events Triggering the Plan		Protection Measures Available					Specific Details
Event	Location of Provision	Teach Out	Facilitate transfer or direct-entry to another provider	Support exploration of another provider	Source suitable premises nearby	Support access to specialist equipment / supervision	Information to Note
<b>Discontinuing a course</b>							
1	The University decides to discontinue your specific course and <u>is able</u> to teach out.	UK (including: Birmingham, Ironbridge and Stratford-upon-Avon)	✓	✓	✓		<u>Teaching out</u> <ul style="list-style-type: none"> <li>We would aim to continue teaching on a course until all affected students had completed their studies.</li> <li>By teaching out we would ensure that you could complete your studies, allowing a further year (or two in the case of part time) for exceptional circumstances or leaves of absence that might extend your course length.</li> <li>If your course was one which had extensive business engagement from a company (e.g. an engineering company co-designing and co-delivering the course) and they decided they no longer wished to be involved, then they would teach-out alongside the University. We might also look for a new business to work with instead of discontinuing the course.</li> <li>Similarly, your course may be one taught by us and another University</li> </ul>
		Dubai	✓	✓	✓		
		Jinan	✓	✓	✓		
		Singapore	✓	✓	✓		

							<p>and in those circumstances we would also seek to teach out or find another partner.</p> <p><u>Reasonable adjustments</u></p> <ul style="list-style-type: none"> <li>If teaching out was not an appropriate option for you then we would explore this with you on a case by case basis; for example, facilitating a transfer.</li> </ul>	
2	The University decides to discontinue your specific course but <u>is unable</u> to teach out.	UK (including: Birmingham, Ironbridge and Stratford-upon-Avon)		✓	✓		✓	<ul style="list-style-type: none"> <li>In the event of being unable to teach out we would aim to provide a suitable alternative, such as facilitating transfer or supporting exploration of another provider.</li> <li>Should we not be able to do this, we would explore providing fair and reasonable compensation in line with our Refund and Compensation Policy.</li> <li>In all instances the University would consider reasonable adjustments on a case by case basis.</li> </ul>
		Dubai		✓	✓		✓	
		Jinan		✓	✓		✓	
		Singapore		✓	✓		✓	
<b>Closure of a teaching facility</b>								
3	The University closes the location in which the course is taught and <u>is able</u> to find to find suitable premises at a nearby location.	Ironbridge & Stratford-upon-Avon; Jinan, Singapore.		✓	✓	✓	✓	<p><u>Sourcing suitable premises nearby</u></p> <ul style="list-style-type: none"> <li>If any of our teaching locations were to close we would always look to source a suitable premises nearby. For example, if either of our Ironbridge or Stratford-upon-Avon locations were closed, we would aim to relocate students to the Edgbaston Campus in Birmingham – particularly given its geographical proximity.</li> </ul> <p><u>Reasonable adjustments</u></p> <ul style="list-style-type: none"> <li>If attending an alternative teaching location was not an option due to special circumstances we would explore this with you on a case by case basis; for example, facilitating a transfer or applying the University's Refund and Compensation Policy.</li> </ul>
		Dubai		✓	✓	✓	✓	<ul style="list-style-type: none"> <li>Should the teaching location in Dubai close, we would source an alternative location in or around the UAE (including Dubai) in addition to working with our regional partners.</li> </ul>

								<ul style="list-style-type: none"> <li>The University would consider reasonable adjustments, and other options as a result, on a case by case basis.</li> </ul>
4	The University closes the location in which the course is taught but <u>is unable</u> to find to find suitable premises at a nearby location.	Dubai	✓	✓	✓		✓	<ul style="list-style-type: none"> <li>Teaching out is a legal requirement in Dubai and so should this event trigger the Plan, it may be necessary to secure several locations to deliver teaching rather than a single replacement.</li> </ul>
		Jinan Singapore		✓	✓		✓	<ul style="list-style-type: none"> <li>In the event of being unable to find suitable premises at a nearby location, we would facilitate entry, or help you explore, another provider.</li> <li>Reasonable adjustments and application of the Refund and Compensation Policy would be applied on a case by case basis.</li> </ul>
Unable to provide the course for any other reason								
5	The University ceases to operate through no choice of its own.	All locations		✓	✓		✓	<ul style="list-style-type: none"> <li>It is extremely unlikely that the University would cease to operate through no choice of its own.</li> <li>The University is one of the largest in the UK, financially stable and of significant regional and national economic importance. Given this, whilst any provider could potentially close, it is possible that we would continue to operate but under a different business or organisation.</li> </ul>
6	The University loses the right to provide the course or qualification including as a result of losing its degree awarding powers.	UK (including: Birmingham, Ironbridge and Stratford-upon-Avon)		✓	✓		✓	<ul style="list-style-type: none"> <li>If the University loses the right to provide a course or qualification we would help facilitate your entry, or help you explore, another provider.</li> <li>This would include the withdrawal of career-expected and required professional accreditation whilst you are completing your course, and there is no equivalent alternative. For example, General Medical Council accreditation in Medicine or Incorporated Engineer Status. It does not include optional accreditation where alternative routes into the relevant profession are standard.</li> <li>Reasonable adjustments and application of the Refund and Compensation Policy would be applied on a case by case basis.</li> </ul>
		Dubai		✓	✓		✓	
		Jinan		✓	✓		✓	
		Singapore		✓	✓		✓	

7	The University loses any government licence that prevents us from registering international students.	All locations		✓	✓		✓	<ul style="list-style-type: none"> <li>This is relevant for international students (to find out if this is you, check the fee status on your record).</li> <li>Reasonable adjustments and application of the Refund and Compensation Policy would be applied on a case by case basis.</li> </ul>
8	You face <u>long term disruption</u> to your course as a result of extreme circumstances outside of the University's control, which continuously and materially affects your course teaching for many months.	Edgbaston	✓	✓	✓	✓	✓	<ul style="list-style-type: none"> <li>This would include, for example, fire in a key building, civil disorder, UK Foreign Office or similar declaring an overseas location unsafe, or UK-based or other staff who make up an entire or majority of the teaching team being denied the right of entry to the relevant location to deliver the course. In each case the disruption would be long term (many months) that continuously and materially affected course teaching.</li> </ul> <p><u>Outside of the UK</u></p> <ul style="list-style-type: none"> <li>Depending on the circumstances, we may need to consider options including: <ul style="list-style-type: none"> <li>transferring you to another provider;</li> <li>use of more than one location;</li> <li>teaching the course with local staff.</li> </ul> </li> <li>In the event of a location being declared unsafe we would consider how long this was likely to be for, before deciding upon options.</li> <li>This would not normally be applicable if only a single member of staff was affected, but where necessary teaching teams were prevented from either entering the country or teaching. If this happened we would explore teaching the course with local staff.</li> </ul> <ul style="list-style-type: none"> <li>Reasonable adjustments and application of the Refund and Compensation Policy would be applied on a case by case basis.</li> </ul>
		Ironbridge & Stratford-upon-Avon	✓	✓	✓	✓	✓	
		All campuses outside the UK	✓	✓	✓	✓	✓	

Applicants

Events Triggering the Plan	Possible Options	Specific Details
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	Event	Location of Provision	Considered for another course at the University	Considered for the next year of entry	Advice to find a suitable course elsewhere	Help and advice with UCAS	Information to Note
1	The University decides to discontinue your specific course, for which you have accepted an offer, <u>permanently</u> .	All locations	✓		✓	✓	<ul style="list-style-type: none"> <li>If the University permanently closes a course that you have accepted an offer to study for then we will contact you to discuss your options.</li> </ul>
2	The University decides to discontinue your specific course, for which you have accepted an, <u>temporarily</u> .	All locations	✓	✓	✓	✓	<ul style="list-style-type: none"> <li>If the University temporarily closes a course that you have accepted an offer to study for then we will contact you to discuss your options.</li> </ul>

## **Section 3: How will we communicate with our students?**

### **Notification and advice**

The Student Protection Plan is available for students to view on the University's dedicated [webpage](#) for the Plan.

If the Student Protection Plan was triggered and the change would affect you, the Academic Registrar (working together with your School) would write to notify you of this within ten full working days of the Plan being triggered. Once you had been notified you would receive information on who you could contact to discuss your circumstances, especially if you had specialist needs, and where you would be able to access advice and support.

At the same time, information would also be circulated to the Guild and Student Representatives/Staff Student Committees within a School, Department or course affected by the change. The Guild would publicise information through its website. The information would make clear who to direct any concerns to and would provide information on where you can seek advice and assistance and on how you could provide feedback to us.

### **Our commitments to you as a student**

We commit to:

- being open and transparent with students if any risk to the continuity of your studies arises, and inform you in a timely manner;
- taking reasonable steps to protecting your studies if we discontinue a course or discipline, close a location (building or campus) where a course is taught;
- considering the impact upon our students before deciding to implement any substantial changes to a course or discontinuing it, or stop teaching a discipline or closing a location;
- taking into consideration the needs of all our students and the impact on them of any proposed changes and protective measures. We will provide a clear rationale for changes that take into account the needs of current and future students with high quality contemporary provision;
- informing the OfS of any changes that may necessitate a review of the Plan or any of the measures contained within it;
- regularly seek students' views on this Plan as part of our student feedback processes, this first version was written in partnership with the Guild of Students and it will be reviewed every three years.

### **Who to contact**

If you have any immediate views, concerns or feedback in relation to this Plan, please contact the Academic Registrar using the dedicated [webpage](#) for the Student Protection Plan, or speak to the Guild of Students.

## **Section 4: Complaints**

The University is committed to providing a high quality educational experience, supported by a range of academic and administrative services and facilities.

If you have a complaint regarding the Plan, the University provides students with a system for raising concerns and complaints about both academic and non-academic matters. The Code of Practice on Student Concerns and Complaints sets out a procedure for dealing with students' complaints fairly, consistently and as quickly as possible. You can also contact Guild Advice for support during this process.

Students who are dissatisfied with a decision relating to a complaint they have raised may be able to complain to the Office of the Independent Adjudicator (OIA), an independent body which reviews student complaints.

## **Annex 1: Courses not covered by the Student Protection Plan**

If you are studying any of the following courses, you are studying for a qualification awarded by the University of Birmingham but you are registered with a different provider and taught by their staff.

This means that you are **not** covered by the University's Student Protection Plan. However, you may be covered by the Student Protection Plan of the partner provider and you should check this with them.

<i>Provider</i>	<i>Course</i>
Birmingham and Solihull Mental Health Foundation NHS Trust	PGCert/GCert Low Intensity Psychological Intervention
Birmingham Children's Hospital NHS Foundation Trust	MSc/PGDip Systemic Psychotherapy (delivered at Parkview Clinic)
Central England Teacher Training	PGCE General Primary (delivered at Victoria Park Academy)
King Edward VI Academy Trust Birmingham (formerly King Edward's Consortium)	PGDipEd (QTS) Science: Biology PGDipEd (QTS) Science: Chemistry PGDipEd (QTS) Science: Physics PGDipEd (QTS) Mathematics PGDipEd (QTS) Modern Languages: French PGDipEd (QTS) Modern Languages: German PGDipEd (QTS) Modern Languages: Spanish PGDipEd (QTS) English PGDipEd (QTS) Geography PGDipEd (QTS) History and Citizenship PGDipEd (QTS) Religious Education PGDipEd (QTS) Physical Education PGDipEd (QTS) Physics with Mathematics PGDipEd (QTS) Classics PGDipEd (QTS) Music PGDipEd (QTS) Design Technology PGDipEd (QTS) Computer Science PGDipEd (QTS) Dance PGDipEd (QTS) Art and Design PGDipEd (QTS) Drama
St Mary's College, Oscott	BA Fundamental Catholic Theology
University College Birmingham (UCB)	Any course delivered by UCB that leads to a University of Birmingham award

If your course is **not** listed above, you are studying for a qualification awarded by the University of Birmingham and you are being taught or supervised by University staff. This means that you **are likely to be covered** by this Student Protection Plan.



If you have any queries about whether you are covered by the University's Student Protection Plan, please contact the Academic Registrar using the dedicated webpage for the Student Protection Plan, or speak to the Guild of Students.

## **Annex 2: Refund and Compensation Policy**

# UNIVERSITY OF BIRMINGHAM

## **Refund and Compensation Policy**

### **1. Introduction**

- 1.1 This Policy should be read in conjunction with the Student Protection Plan and sets out the principles the University will apply if it is no longer able to provide continuation of study, because of an event that has triggered the Student Protection Plan, for some or all students.

### **2. Scope**

- 2.1 Failure to provide continuation of study is defined in this Policy as circumstances where the University is unable to provide a course, to some or all students, because of an event that has triggered the Student Protection Plan (“Continuation of Study”).
- 2.2 Normally such an event would be permanent, although there are instances covered by the Student Protection Plan that may arise from long term disruption (continuous, over many months).
- 2.3 Examples of events that would trigger the Student Protection Plan, and are covered by this Policy, include:
- the University decides to discontinue a specific course and is unable to teach out;
  - the University closes the location in which the course is taught and suitable premises nearby are not available;
  - the University ceases to operate and closes completely;
  - the University loses the right to provide the course, for example as a result of losing its degree awarding powers;
  - the University loses its licence to register international students; or
  - the student faces long term disruption to the course that continuously and materially affects the course teaching over many months because of a fire, for example, in a key building that leaves it unusable.
- 2.4 Student concerns and complaints fall within the remit of the University’s [Code of Practice on Student Concerns and Complaints](#) (with ultimate recourse being available through the [Office of the Independent Adjudicator](#) (OIA)) and although such instances may result in refund and/or compensation being awarded they would fall outside of the scope of this Policy.
- 2.5 As per section 7.13.1 of the Regulations of the University, the University shall not normally be liable for non-performance of any obligation where performance is prevented by acts, events, omissions or accidents beyond the control of the University; such situations would consequently not generally be covered by this Policy. However if the circumstances triggered the Student Protection Plan (for example because long term disruption, caused by a fire in major facilities, prevented

course completion – the University having first attempted to source suitable alternative premises nearby) this Policy would be applicable. In all cases the University would act in accordance with the principles detailed in section 2 of this Policy and treat students lawfully and fairly.

### **3. General Principles**

#### **3.1 The University will always treat students lawfully**

3.1.1 The University is a charity and can only provide compensation when it is legally obliged to do so – if there was a breach of contract, for example.

#### **3.2 The University will always treat students fairly**

3.2.1 If the University is no longer able to provide Continuation of Study, and is unable to teach out, the University will fairly compensate those students who are affected.

3.2.2 Where appropriate, this may include offering a refund or a compensation award. Such offers will be made to reimburse students for out-of-pocket or wasted costs which they have incurred and which are a foreseeable and direct result of failure of Continuation of Study. Section 5 of this Policy sets out University practice in number of specific circumstances. Compensation for inconvenience or disappointment or lost time may also be appropriate in some individual circumstances.

#### **3.3 The University will treat students on a case-by-case basis**

3.3.1 Whenever possible, the University will aim to provide broadly similar levels of refund or compensation (as determined by the particulars of the situation) to cohorts of students who are affected. Nonetheless, the University will take account of the individual student's specific circumstances, through reasonable adjustments for example, when deciding refund or compensation awards.

3.3.2 This means that in some situations, individual students in an affected cohort would be entitled to different refunds or compensation, depending on their personal circumstances; similarly different cohorts of students affected by the same issue might be entitled to different refunds or compensation.

3.3.3 When it is necessary to look at individual students' circumstances, students may be asked to produce documentation to evidence the costs they have incurred or will incur, so that the University can work out the level of appropriate compensation.

### **4. Practical Considerations on Application of the Policy**

4.1 When the University refunds tuition fees, it will refund the tuition fees directly to the student unless they were originally paid to the University by a Student Loans Company or a sponsor; in those circumstances, the fees will normally be refunded to the appropriate organisation.

4.2 Students will be expected to take reasonable steps to minimise any costs or losses and will not be compensated for costs that they could have avoided or not incurred in situations where the University unable to provide Continuation of Study, as defined in this policy.

#### 4.3 Scholarships and Bursaries

4.3.1 Where the University triggers the Student Protection Plan and facilitates a student's transfer to another provider as a result, the University will honour any University scholarship or bursary payments provided the terms and conditions applicable continue to apply and any eligibility criteria continue to be met.

4.3.2 If it is not possible for the University to continue to make the scholarship or bursary payments then an equivalent payment, which mirrored the terms of the scholarship or bursary, would be considered by the University, where appropriate and fair.

### **5. University Practice in Specific Circumstances Covered by the Student Protection Plan**

#### 5.1 The University decides to discontinue your specific course but is able to teach out

5.1.1 The University will not normally refund any tuition or other fees, or offer any compensation, where it is able to teach out a course except where there are exceptional circumstances – for example where reasonable adjustments are required for individuals.

#### 5.2 Students are transferred to another provider or to another location

5.2.1 The University will not normally refund any tuition or other fees in such situations. Students would be responsible for the payment of any future tuition fees due to the new provider, but only to the extent that the fees did not exceed those which a student would have paid to the University. If the fees of the new provider are higher than those which the student would have paid to the University, the University will consider compensation if fair and lawful.

5.2.2 The University may provide compensation for travel costs for travelling to an alternative location, depending on the location of the alternative premises and on the availability of public transport or other transport arrangements. Where appropriate, the University would provide compensation for additional accommodation, maintenance or other costs.

#### 5.3 The University is unable to make any alternative teaching arrangements to enable continuation of study

5.3.1 The University will, if fair and lawful, normally:

- unless an alternative qualification is awarded, refund tuition fees (or a proportion thereof) incurred in relation to the programme on which students are registered;

- refund any appropriate losses incurred in relation to accommodation or maintenance costs (depending on the students' individual circumstances);
- refund any other appropriate losses directly incurred by students which enable students to study on the programme, such as the costs of obtaining a visa (these being dependent on the students' individual circumstances).

5.3.2 In exceptional circumstances, the University may also make a payment in acknowledgement of inconvenience, disappointment or lost time.