UKPRN: 10006840



Student Protection Plan

Section 1: Introduction and Scope

What is a 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 sets out the 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 arose, as well as how we would communicate with you about this. Examples of events that could trigger the Student Protection Plan (the Plan) if not appropriately addressed include:

- o the discontinuation of a subject or discipline;
- o 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.

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 does the Plan cover?

As a current student you are covered by the Plan if you are expected to earn a recognised qualification from the University of Birmingham; you are taught or supervised by staff employed by the University of Birmingham; and your registration has not been terminated for a reason not covered by the Plan (e.g. at your request or as a result of student conduct, or in the normal completion of your course).

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 could be 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.

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 a partner provider and are taught by their staff. You will instead be covered by their Plan. There are exceptions to this where you will be covered by the University's Plan; for a full list of excluded courses see Annex 2. Further information on who is covered by the Plan can be found in the FAQ section in Annex 3.

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

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

Covered (Major Changes)	Not covered		
If the University:	If the University makes:		
Discontinues your specific course (seeSection 2 for actions that would be taken to address this).	X Minor adjustments and improvements to a course.		
Closes the location (campus) on which the course is taught.	(This could include no longer accepting new students onto a particular version of the		
 ✓ Can no longer provide the course to you for any other reason, for example: we cease operating through no choice of our own; we lose the right to provide the course or qualification; we lose our licence allowing us to recruit and register international students; 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); we work with a partner to deliver your course (e.g., an Apprenticeship with a particular company) and they are unable to 	 Course.) X Minor adjustments to module content or non-compulsory modules⁽¹⁾. (In these cases, you should consult the Policy on Consultation with Students.) X Changes to your timetable, including rooms, buildings, or close-by locations. X Changes to supervision for research students. (Such changes are covered by the Code of Practice on the Supervisionand Monitoring Progress of Postgraduate Researchers.) 		
continue, or decide to stop, delivering the course; o we close or reorganise the School or Department to which your course belongs and there is not, therefore, the required subject knowledge to continueteaching			

(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 Plan be triggered?

your course.

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 Staff Student Forums and 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 <u>University's Policy on Consultation with Students</u>. (2) 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.

Triggering of the Plan

Should major changes, such as those described in the table above, be approved, the Academic Registrar would consult as appropriate and/or convene a meeting with Student Representatives, the Pro-Vice-Chancellor (Education) and the Head of the relevant School to determine whether to 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 and the actions taken to address any change. The Pro-Vice-Chancellor (Education) and the Academic Registrar, in consultation with the Guild of Students, can choose to trigger the Plan for any reason if your studies are likely to be significantly impacted by a substantial change.

⁽²⁾ All of the University's Codes of Practice, Policies, and Guidance are available <u>via the Cohort Legislation</u> <u>webpage</u>; please select your year of entry to find the documents that relate to the year you started (or will start) your studies.

If the Plan was 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.

Consultation

In the event of a major restructure – of an academic school, for example – that has a substantial impact on the ability to deliver teaching on your course, 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

If the 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. If these measures are effective in enabling you to continue your studies, there may be no need to trigger the Plan.

- 1. <u>Teaching out</u>: 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.
 - o We would normally use this measure if we were to discontinue a specific course.
 - o We may also offer to teach a suitable alternative course.
 - We would normally continue to teach out until 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. <u>Facilitate transfer or direct-entry to another provider</u>: We would look to work with partner providers across the UK, including our fellow Russell Group members and our strategic partners, 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. <u>Support you in finding another provider</u>: We would support your exploration of other providers that offer comparable courses of study.
 - o 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.
 - o In both (2) and (3) we would help you to have your learning recognised by your new provider through appropriate credit transfer.
- 4. <u>Support access to specialist equipment and academic supervision</u>: We would support you to access equipment elsewhere.
 - o 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. <u>Find suitable premises at a nearby location</u>: 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.

Refund and compensation: The Refund and Compensation Policy (PDF – 93.4KB) 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 Plan

The University of Birmingham is a large, established, high-performing and financially stable provider. We hold a Silver 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.

Market Exit

The University of Birmingham has an extremely low risk of "market exit" (meaning that the University were to close completely). The University has an income of about £1bn and generates cash for re-investment. The University holds approximately £1.5bn of fixed assets, such as our buildings and estate, as well as cash. The University is therefore financially sustainable and 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/leadership/governance/council/accounts.aspx.

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 Birmingham for over a hundred years; we are committed to remaining on this campus 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. We are also fully committed to our campus in Dubai, which opened in 2018/19 and moved to a purpose-built campus in January 2022. The risk of closure of any of these locations, or any of our others, is very low.

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 current students. It is extremely rare for a course to be permanently or temporarily withdrawn if existing students cannot be taught out and/or if students have accepted an offer to study. If this is unavoidable, however, any current students and applicants would always be contacted to discuss their options, which might include being offered the opportunity to transfer to a different but related course, being considered for the next year of entry (where a course closure is temporary and there are applicants), or to transfer to a suitable course at another institution, facilitated by the University (which would also support applicants with any issues that might arise with UCAS).

The risk that we would no longer be able to deliver material for core components of any of our courses is also 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 4000, and so would be able to offer appropriate alternative optional modules if required.

Risk that apprentices will not be able to complete their apprenticeships

As part of our statutory requirements, the University complies with apprenticeship funding rules. The risk that apprentices are unable to complete their apprenticeships where the University is the apprenticeship provider is unlikely. Should an apprentice's employer cease to operate, or the apprentice is made redundant, the University is required to support the apprentice in finding alternative employment.

Rights to Provide a Course / Register International Students

We have robust and effective quality processes in place, registration with the OfS, and other external accreditations, which substantially minimise 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 or lost the right to provide a profession-required accreditation for a course, e.g. Incorporated Engineer or British Psychological Society (BPS). 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.

Section 3: How will we communicate with our students?

Notification and advice

The Plan is available for students to view on the University's dedicated webpage for the Plan.

If the 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 Forums within the 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:

- o being open and transparent with students if any risk to the continuity of your studies arises, and inform you in a timely manner;
- o taking reasonable steps to protect your studies if we discontinue a course or discipline, or close a location (building or campus) where a course is taught;
- o 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 <u>and</u> future students with high-quality contemporary provision;
- o informing the OfS of any changes that may necessitate a review of the Plan or any of the measures contained therein;
- o regularly seek students' views on this Plan as part of our student feedback processes through liaison with the Guild of Students.

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 <u>webpage</u> 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⁽³⁾ sets out a procedure for dealing with

⁽³⁾ Available <u>via the Cohort Legislation webpage</u>; please select your year of entry to find the documents that relate to the year you started (or will start) your studies.

students' complaints fairly, consistently and as quickly as possible. We have agreed with our Guild of Students that students will have access to independent advice from Guild Advice, should we need to implement the measures in this Plan.

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 that reviews student complaints.

Annex 1: The Plan: detailed actions that would be taken in the event of the Plan being triggered

Current Students

The table below shows the likely Plan options (the highlighted column indicates the University's usual course of action 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 the Refund and Compensation Policy (PDF – 93.4KB) 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 that could cause the Plan to be triggered Protection Measures						s Avai	lable	Specific Details
	Event	Location of Provision	Teach Out	Facilitate transfer or directentry to another provider	Support exploration of another provider	Source suitable premises nearby	Support access to specialist equipment / supervision	Information to Note
Dis	continuing a course							
1	The University decides to discontinue your specific course and is able to teach out.	UK (including Birmingham and Stratford-upon- Avon) Dubai	>	>	~		V	 Teaching out We would aim to continue teaching on a course until all affected students had completed their studies. By teaching out we would ensure that you could complete your studies, allowing a further year (or two in the case of part-time)
		Dubai	•	•	•		•	for exceptional circumstances or leaves of absence that might extend your course length.

		Other overseas partners	•	~	•			 If your course was one which had extensive business engagement from a company (e.g., an engineering company codesigning 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. Similarly, your course may be one taught by us and another University and in those circumstances we would also seek to teach out or find another partner. If you are an apprentice on an apprenticeship programme and your employer ceases to operate, or you are made redundant, we will support you in finding alternative employment.
2	The University decides to discontinue your specific course but is unable to teach out.	UK (including Birmingham and Stratford- upon-Avon) Dubai Other overseas partners		V V V	· ·		✓	 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. Should we not be able to do this, we would explore providing fair and reasonable compensation in line with our Refund and Compensation Policy.
Clo	osure of a teaching facility							
3	The University closes the location in which the course is taught and is able to find suitable premises at a nearby location.	Stratford-upon- Avon; other overseas partners		~	~	~	~	 Sourcing suitable premises nearby If any of our teaching locations were to close, we would always look to source a suitable premises nearby. For example, if our Stratford-upon-Avon location was closed, we would aim to relocate students to Birmingham – particularly given its geographical proximity.
		Dubai		~	~	~	~	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.

4	The University closes the location in which the course is taught but is unable to find suitable premises at a nearby location.	Dubai	~	~	>	•	•	•	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.
		Other overseas partners		~	~	•	•	•	In the event of being unable to find suitable premises at a nearby location, we would facilitate entry, or help you explore, another provider.
<u>Un</u>	able to provide the course for	or any other reaso	<u>on</u>						
5	The University ceases to operate through no choice of its own.	All locations		>	V			•	It is extremely unlikely that the University would cease to operate through no choice of its own. 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.
6	The University loses the right to provide the course or qualification including as a result of losing its degree	UK (including Birmingham and Stratford-upon- Avon)		~	~	•	•	•	If the University loses the right to provide a course or qualification, we would help facilitate your entry, or help you explore, another provider. This would include the withdrawal of career-expected and required professional accreditation whilst you are completing
	awarding powers.	Dubai		>	~	~	✓		your course, and there is no equivalent alternative. For example, General Medical Council accreditation in Medicine or
		Other overseas partners		•	>	•			Incorporated Engineer Status. It does not include optional accreditation where alternative routes into the relevant profession are standard.
7	The University loses any government licence that prevents us from registering international students.	All locations		~	~	•	•	•	This is relevant for international students (to find out if this is you, check the fee status on your record).

8	You face long-term disruption to your course as a result of extreme circumstances outside of the University's control, which continuously and	Birmingham	•	•	•	V	•	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.
	materially affects your course teaching for many months.	Stratford-upon- Avon	>	•	•	•	>	course teaching. Outside of the UK Depending on the circumstances, we may need to consider options including: transferring you to another provider; use of more than one location; teaching the course with local staff.
		All campuses outside the UK	•	•	•	•	>	 In the event of a location being declared unsafe we would consider how long this was likely to be for, before deciding upon options. 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.

Applicants

	ents that could cause t ggered	the Plan to be	Possible Op	otions		Specific Details
	Event	Location of Provision	Considered for the next yearof 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, permanently.	All locations		•	>	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.
2	The University decides to discontinue your specific course, for which you have accepted an offer, temporarily.	All locations	>	~	>	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.

Annex 2: Courses not covered by the 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 Plan; however, you may be covered by the Plan of the partner provider, and you should check this with them.

Provider	Course
Birmingham and Solihull Mental	PGCert/GCert Low Intensity Psychological
Health Foundation NHS Trust	Intervention
Birmingham Women's and Children's	MSc/PGDip Systemic Psychotherapy (delivered at
Hospital NHSFoundation Trust	Parkview Clinic)
King Edward VI Academy Trust	PGDipEd Secondary Education (QTS) Science: Biology
Birmingham (formerly King Edward's	PGDipEd Secondary Education (QTS) Science: Chemistry
Consortium)	PGDipEd Secondary Education (QTS) Science: Physics
	PGDipEd Secondary Education (QTS) Mathematics
	PGDipEd Secondary Education (QTS) Modern
	Languages: French
	PGDipEd Secondary Education (QTS) Modern
	Languages: German
	PGDipEd Secondary Education (QTS) Modern
	Languages: Spanish
	PGDipEd Secondary Education (QTS) English
	PGDipEd Secondary Education (QTS) Geography
	PGDipEd Secondary Education (QTS) History
	PGDipEd Secondary Education (QTS) Psychology
	PGDipEd Secondary Education (QTS) Religious
	Education
	PGDipEd Secondary Education (QTS) Physical Education
	PGDipEd Secondary Education (QTS) Physics with
	Mathematics
	PGDipEd Secondary Education (QTS) Classics
	PGDipEd Secondary Education (QTS) Music
	PGDipEd Secondary Education (QTS) Design Technology
	PGDipEd Secondary Education (QTS) Computer Science
	PGDipEd Secondary Education (QTS) Dance
	PGDipEd Secondary Education (QTS) Art and Design
	PGDipEd Secondary Education (QTS) Drama
St Mary's College, Oscott	BA Fundamental Catholic Theology
South and City College Birmingham	Foundation Degree in Electrical and Electronic
(SCCB)	Engineering
University College Birmingham (UCB)	Any course delivered by UCB that leads to a
	University of Birmingham award
School-Led Development Trust (National	PGCE Primary Education (QTS) (3-7)
Institute of Teaching)	PGCE Primary Education (QTS) (5-11)
	PGCE Primary Education (QTS) with Mathematics (3-7)
	PGCE Primary Education (QTS) with Mathematics (5-11)
	PGCE Primary Education (QTS) with Science (3-7)
	PGCE Primary Education (QTS) with Science (5-11)
	PGCE Primary Education (QTS) SEND (3-7)
	PGCE Primary Education (QTS) SEND (5-11)
	PGCE Primary Education (QTS) with Physical Education
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I.a. —
(3-7)
PGCE Primary Education (QTS) with Physical Education
(5-11)
PGCE Secondary Education (QTS) Art and Design
PGCE Secondary Education (QTS) Biology
PGCE Secondary Education (QTS) Business Studies
PGCE Secondary Education (QTS) Chemistry
PGCE Secondary Education (QTS) Computing
PGCE Secondary Education (QTS) Design and
Technology
PGCE Secondary Education (QTS) Design and
Technology with Art and Design
PGCE Secondary Education (QTS) Drama
PGCE Secondary Education (QTS) English
PGCE Secondary Education (QTS) Geography
, , , ,
PGCE Secondary Education (QTS) History
PGCE Secondary Education (QTS) Mathematics
PGCE Secondary Education (QTS) Modern Foreign
Languages/Modern Languages – Arabic
PGCE Secondary Education (QTS) Modern Foreign
Languages/Modern Languages – French
PGCE Secondary Education (QTS) Modern Foreign
Languages – German
PGCE Secondary Education (QTS) Modern Foreign
Languages/Modern Languages – Mandarin
PGCE Secondary Education (QTS) Modern Foreign
Languages/Modern Languages – Spanish
PGCE Secondary Education (QTS) Modern Languages
PGCE Secondary Education (QTS) Modern Foreign
Languages/Modern Languages – Urdu
PGCE Secondary Education (QTS) Modern Languages –
French and Spanish
PGCE Secondary Education (QTS) Music
PGCE Secondary Education (QTS) Physical Education
PGCE Secondary Education (QTS) Physical Education
with Biology
PGCE Secondary Education (QTS) Physical Education
with English
PGCE Secondary Education (QTS) Physics
PGCE Secondary Education (QTS) Religious Education
with Citizenship
PGCE Secondary Education (QTS) Religious Education

If your course is not listed above, this means that you are likely to be covered by this Plan.

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

Annex 3: Frequently Asked Questions

1. 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 2.

2. My course is wholly online, am I covered?

Yes, students who study wholly online are fully covered by the Plan, and where external partners are involved in supporting delivery, they are also committed to teach out plans. The exception to this is if you are studying for a qualification awarded by the University of Birmingham, but you are registered and taught by a different provider. You can check if this applies to your programme in Annex 2.

3. 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 or at our overseas partners.

Subject to the laws of those countries, our responses will be as outlined in the action table of Annex 1.

4. What if I am on a 'Year Abroad'?

If your course is covered by this Plan and you go on a 'year abroad' at another provider, 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 was to have significant changes that posed a risk to the continuation of your study, then we would discuss the matter with both you 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.