



HARTPURY
UNIVERSITY

**Hartpury University Student Protection Plan
(including Refund and Compensation)
2020-21**

1. Introduction:

Hartpury University is committed to ensuring students achieve the best possible academic outcomes from their studies. The University is a financially stable and sustainable organisation with an operating surplus and cash reserves highlighting a strong financial record and intelligent financial management. The capability, capacity and planning is in place to protect our students and minimise disruption to studies.

As a University with strong links to our relevant industries, we regularly review our curriculum offer to ensure it remains up to date, meeting the future needs of employers and industry as well as adopting best practice within the education sector. Through the Hartpury Quality Enhancement Framework, we are able to identify opportunities for enhancement and development of our programmes in a timely way, ensuring our students benefit from curriculum which is current and meets the evolving graduate markets.

Occasionally, events may result in unforeseen changes made to programmes and modules, impacting on the continuation of study¹. We would expect significant changes and closures to happen only in exceptional circumstances², and the approach outlined in this document has been designed in partnership with the student body.

Covid-19 is affecting universities across the UK. Hartpury is not immune from this impact. Hartpury remains financially stable and continues to deliver planned HE curriculum in a mixed model which enables our students to continue to progress and graduate. We believe we have put in place appropriate plans and communicated them clearly to applicants and students. Flexibility has been built into plans to mitigate changes as a result of, for example, government advice and requirements.

2. Our commitment to you as a student or prospective student (including applicants):

This document applies to those students who have applied for, or enrolled on, a Hartpury University validated award and either:

- an individual who has been offered or accepted a place on a Higher Education (HE) programme of study at Hartpury which has been terminated prior to enrolment or;

¹ By continuation of study, we mean the ability to enrol on and complete a chosen programme of study at Hartpury within the expected timeframe and circumstances.

² In exceptional circumstances, a course or a programme may cease to exist, a programme may no longer be able to be taught or a specific aspect of a programme, to a specific group of students.

- an individual who is enrolled on a HE programme of study at Hartpury but is yet to complete it (this includes those students who are on suspension of studies).

It does not apply to enrolled students who would have completed their programme of study prior to changes to, or termination of, their programme coming into effect.

Students who are enrolled on a programme validated by the University of the West of England (UWE) and taught at Hartpury should also note this Plan will take priority over UWE's student protection plan and a student's recourse should be via this Plan in the first instance. If such a student does not receive adequate redress under this Plan they may also have redress under UWE's plan. Any redress by a student under this Plan will be taken into account when a student seeks secondary redress under UWE's plan. Students who are enrolled on Hartpury University validated programmes with our approved academic partners are supported by the partners student protection plans or equivalent policies. These provide the same level of support, advice and guidance. These will be reviewed as part of the University's ongoing quality assurance and review of its partnerships.

Should the continuation of your studies be at risk, Hartpury commits to the following:

- Student consultation and representation will be used to inform decision making, as early as possible.
- Should a decision be made which results in the need to trigger the Plan, students will be notified via appropriate channels³ within 10 working days of the date on which the applicable decision was made or notified to Hartpury.
- Implementing change during an academic year or making changes close to the start of the academic year will be avoided where possible.
- In the event of a programme closure, we will take all reasonable steps to 'teach out'⁴ the provision.
- Should it not be possible for existing students to complete their current Hartpury programme, we will try and ensure, so far as reasonably possible, that students may continue their studies for a continuity period ideally to the end of the academic year, while options are considered.
- Should all options be exhausted, we will use reasonable efforts to offer alternative programmes and providers to students to consider for transfer. This would include support towards transferring of credit and supporting academic progress.

³ For current students this would normally be in person, followed up by email to institutional email accounts or preferred email highlighted in your application (applicants).

⁴ 'Teaching-out' is continuing to teach enrolled students to the end of their courses but preventing new students from enrolling on that course.

- Where changes are such that it is impossible for prospective students to study their intended programme we will endeavour to offer alternative Hartpury based programmes, support offer-holders in securing a place elsewhere or liaise with UCAS with a view to allowing the applicant a substitute choice for their application.
- Consider the diversity of our students (including those with protected characteristics) and consider their needs on an individual basis to ensure the best possible outcome for all students affected by the activation of the Plan.

3. Triggering of the student protection plan

A number of risks and scenarios have been identified along with the measures Hartpury will take in order to protect a student's continuity of study. This is in addition to the information outlined in section 2 above. The scenarios included below should not be assumed likely to occur but indicate that the broadest range of possible issues have been considered. Figure 1 illustrates the approach taken to support students should the Plan be activated. Students can access independent advice via the Hartpury Student Union.

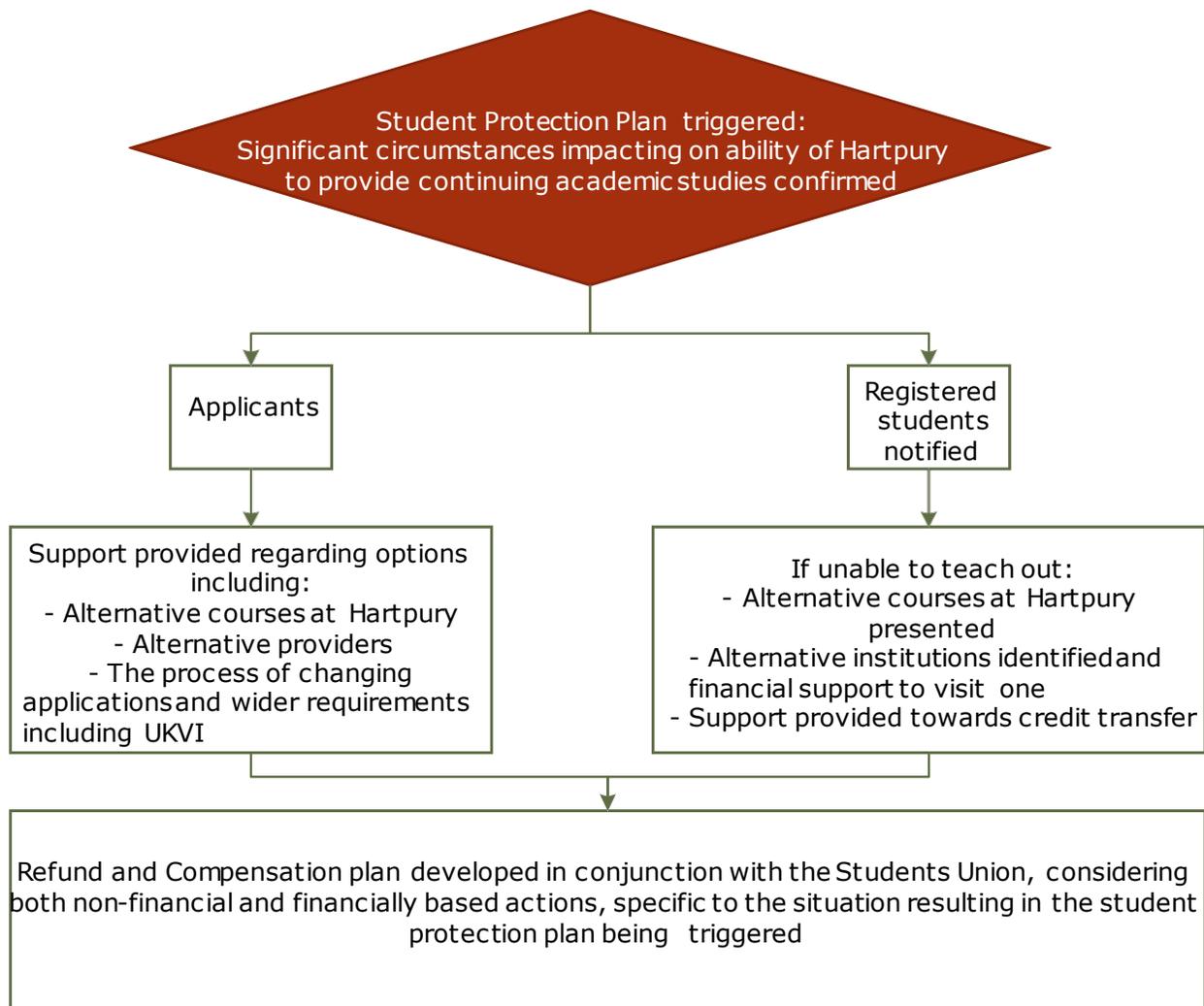


Figure 1: Illustration of the student protection plan

3.1 Updating of programme content, regulations and policies

Hartpury is committed to ongoing quality assurance and enhancement which means that there will be occasions where programme content, regulations and policies will be updated. For example, the changing nature of the subject area and relevant industries may require updates to module and programme content in order to ensure students graduate with relevant knowledge and skills. Circumstances include:

- Updates to curriculum content: This would only be approved having gone through relevant processes including student consultation, with the Curriculum Validation Committee deeming if a change is significant enough to trigger the Plan and the actions outlined in section 2.
- Changes to academic regulations: These may be prompted by the validating university partner as well as developments in sector practice and will be considered and approved by Hartpury's Academic Board where students are

represented. Once approved, updated documentation will be placed on-line and significant changes flagged to students as part of the registration process.

- New or revised plans: These will normally come into effect at the start of a new academic year, following approval by the relevant governance committee (e.g. Academic Board, Senior Management Team or Corporation). Should any changes take effect during an academic year, we would ensure that no student is disadvantaged in comparison to the previous plan.

Where **continuation of study is not negatively impacted upon**, it is unlikely that updating of programme content, regulations and plan will result in the activation of the Plan.

3.2 Loss of tier 4 visa

Should the Hartpury Tier 4 sponsorship be withdrawn, prospective international students who have made an application will be contacted. Hartpury will liaise with UCAS with a view to allowing the applicant to substitute a choice in their application and assist existing offer-holders in securing a place elsewhere.

Depending upon the circumstances, Hartpury would appeal the decision/make a new application with a view of restoration for the coming academic year.

Current sponsored students will be contacted by Hartpury within 5 working days of the UKVI notification to advise whether they may continue and complete their studies at Hartpury, or are required to return home to make a fresh visa application. In the latter case, on request and where Tier 4 visa regulations permit, Hartpury will endeavour to transfer the student to an approved alternate provider with a Tier 4 license.

3.3 Loss of Professional Statutory Regulatory Body (PSRB) accreditation, resulting in withdrawal of associated programmes.

In these circumstances, we would work with the relevant PSRB to see if it is possible to put in place appropriate actions to support the existing students to complete the accredited programme in the expected period and location. If this is not possible, then we would normally offer a different award allowing students to continue at Hartpury within the expected timeframe; the qualification will not hold the same accreditation and is likely to have a different name. Should this not be possible or desirable by the student, then we would instigate closure of an individual programme, as outlined in 3.7.

3.4 Loss of individual staff who are critical to the delivery of specialist modules resulting in inability to deliver curriculum.

We will always strive to replace relevant staff either with permanent or short-term contracts to ensure delivery is supported. To facilitate this it may be necessary to consider the timing of module delivery e.g. moving from semester 1 to semester 2,

or delivery scheduled in the following academic year (providing it is not the final year of study). If this is not possible and it is an optional module then we would expect students to continue without significant impact on their studies. If the module was compulsory, then students would be given the option to proceed with the current programme without that module, transfer internally to a different programme or externally to a different institution.

3.5 Loss of specialist facilities critical to the delivery of curriculum (e.g. through fire).

Our first efforts would be to look to alternative options on site, for example the use of modular buildings and lease of relevant specialist equipment, minimising the impact to student continuation. Should this not be possible to meet relevant programme requirements, we would consider offsite options, whilst again considering the feasibility in relation to the student experience. Should neither of these options be possible, and if it is an optional module, then we would expect students to continue without significant impact on their studies. If the module was compulsory, then students would be given the option to proceed with the current programme without that module, transfer internally to a different programme or externally to a different institution.

3.6 Significant Biosecurity issue resulting in inability to sustain access to relevant facilities (physical/human/animal) to meet curriculum requirements.

The actions put in place would be very specific to the individual biosecurity risk, and the decision about the course of action would not only involve student consultation but relevant biosecurity experts. It is likely that the actions outlined in 3.5 would be followed.

3.7 Closure of an individual programme

Programme closure may result from a number of circumstances including low recruitment, changes in employment opportunities and replacement following curriculum review. The Hartpury Quality Enhancement Framework outlines the approach we take in such circumstances⁵, ensuring robust scrutiny of the decision and associated implications to both current students and applicants.

Where the decision for closure is supported, three options will be available to the student:

- To be taught out on the original programme. This would be the preferential option providing it is a viable option on academic and student experience grounds - this may itself be subject to the number of students electing to continue. Where it is not viable to teach out the programme, delivery will continue to the end of the academic year.

⁵ <https://www.hartpury.ac.uk/media/3376/1-curriculum-development.pdf>, section 6.

- To transfer to a similar or replacement programme at Hartpury, where available.
- To transfer with Hartpury's assistance to a similar course at another provider.

Each of these options will be discussed with students on an individual basis.

3.8 Withdrawal or non-renewal of validation

In such a situation, Hartpury would work closely with students based on the following scenarios:

- To be taught out on their existing programmes.
- To transfer to a degree validated by another partner university
- To transfer to a Hartpury degree.

Groups of students receiving specific advice about such a situation include:

- Deferred entry students informed about the changes in validating body and offered individual advice and guidance about options available to them.
- Part time and suspended students informed about relevant changes and offered individual advice and guidance about options to support progression, including the transfer to Hartpury awards.

4 Approved alternative providers

Should the situation arise where potential or current students are to be offered alternative providers, we would work with the applicants, students and alternative providers to ensure that individual circumstances are considered. This may include consideration of not only the content and facilities of relevant programmes but also the geographical location of delivery and if it holds a Tier 4 licence. On this basis, we would produce a list of alternative providers specific to the circumstances of relevant students and the current offer provided by other institutions at the time of notification of closure. In the exceptional circumstances where we are the only provider of a programme of study, we would make all attempts to teach out the existing students.

5 Refund and compensation in the event that we are unable to preserve continuation of study⁶

This section reflects our commitment to the student experience and to supporting our students to achieve their academic outcomes. This plan does not replace the complaints procedure of the university and should not be relied upon to resolve

⁶ Following student feedback, the refund and compensation policy has been outlined within the student protection plan, rather than being a separate document.

academic disputes relating to academic progress and completion. This plan does not replace the tuition fee policy⁷. Your statutory rights are not affected.

5.1 Our commitment:

There are circumstances where Hartpury will refund tuition fees and other relevant costs and provide compensation to students in the unlikely circumstance that the student protection plan is activated⁸. Our priority is to ensure that you receive the support and services that you are entitled to as part of your contract with the University and to protect your continuation of studies.

The University will strive to ensure that you receive what is set out in the terms and conditions of your contract. There are many ways for the University to resolve problems and alternatives to financial compensation will be considered, and could include:

- an apology
- an offer to retake the affected provision without charge
- an alternative programme offer at the University or elsewhere
- an offer of an alternative learning method such as online or distance learning if the programme cannot be delivered in the way it was originally intended
- other action that appropriately addresses the matter.

The University's approach to compensation is to recognise and financially compensate where other remedies and alternative arrangements are inappropriate or unavailable, or where a refund of fees or other charges paid by you to the university is required under consumer law. We adopt the compensation principles used by the Office of the Independent Adjudicator (OIA) and will, in general terms and on a case-by-case basis, seek to compensate.

This may include:

- actual foreseeable and reasonable financial loss incurred by you (e.g. loan interest, travel costs, etc.).
- compensation payments for day-to-day living expenses that reflects reasonable expenditure in cases where you have incurred costs while a decision from the University has been pending or where your studies have been extended as a result of the triggering of the Student Protection Plan.

⁷ This plan will cover some aspects of the refunds we offer where these directly link to the activation of the Student Protection Plan. Other refunds are covered in detail by our tuition fee policy and are automatically generated according to the terms of that policy, those will not be covered in detail here.

⁸ Please note that this is specific to those students whose continuation of study is disrupted resulting in the activation of the student protection plan, and is separate to the Hartpury University tuition fee policy. It is not possible for a student to access refunds through both for the same circumstances.

We will take into consideration our actions under the Terms and Conditions to ensure that you are in possession of all the information you need to make an informed decision.

We will take into consideration any alternative arrangements or adjustments that were implemented for you to mitigate against loss and consider if you took up what was reasonably offered. If so we will consider if you were then still disadvantaged despite these alternative arrangements.

We will consider our actions when communicating with you throughout these processes, in so far as to consider if our communications have been clear, consistent and accessible so that you were aware of any changes and how they might affect you.

We will take proactive steps to manage matters that impacted you as a result of the triggering of the Student Protection Plan rather than wait for you to make a complaint.

This policy does not replace the complaints procedure and the University will consider the specifics of any complaints received.

We may require you to provide us with documentary evidence laying out the facts of your case and providing a demonstration of the loss you have incurred.

If you are entitled to a refund you may also be entitled to additional compensation, this will be determined on the facts of each case and on a case-by-case basis.

This policy does not change your obligations to us under your terms and conditions to pay all required fees in a timely fashion.

5.2 Refund and Compensation

The refund and compensation will best serve applicants and students by being designed specifically in relation to the circumstances that have resulted in the trigger of the Student Protection Plan and the proposed options available, as well as the individual student. The refund and compensation will be automatically available for all enrolled students identified as affected and it will be made clear what is being put in place and why, ensuring students are not disadvantaged and the process is fair and proportionate.

If you are a **prospective student / hold an offer** and we have to change something before you start we will tell you about this if it constitutes a material change to the programme offer. If you have already made arrangements to take up

the place, we may consider a claim for compensation for these out of pocket expenses, if you decide to pursue your studies elsewhere.

If you are a **registered student** you may be entitled to compensation or a refund from us if:

- We do not do something that we have said we would do in your terms and conditions / material information
- Where a term in your Terms and Conditions / material information has been broken by something we have done or have failed to do and where we have not made this right in a timely manner that your continuity of study has been maintained.

Even if we have made it right, you may be entitled to claim compensation.

Compensation

When we consider if it is appropriate to compensate you for losses you have incurred which could be foreseen as a result of non-compliance by us with our obligations to you, or in circumstances in which we are no longer able to preserve your continuation of study, we will consider, on a case-by-case basis:

- the particular circumstances of the matter;
- the nature and reasonableness of the loss which you have incurred (for example, as relevant, additional costs such as reasonable travel costs or reasonable costs associated with your transfer to another programme of study or provider or in connection with a bursary); and
- the context in which the loss arises (for example, a complaint made by a student that Hartpury has not complied with its obligations under the contract or the implementation by Hartpury of its student protection plan in circumstances where Hartpury is no longer able to preserve continuation of the student's study). □ We will consider your financial standing to the organisation as well insofar as your entitlement to access services for which you have not paid as required by your terms and conditions and the University's Tuition Fee Policy.

You will be required to submit written evidence in support of a request for financial redress. This should be submitted to the student advisor in the first instance.

Usually we would expect to compensate you when there has been a breach of our obligations to you that we have not been able to remedy by other means to ensure continuity of study. We would not usually expect to compensate you where we have been able to remedy the breach of obligation in such a way as to mitigate the impact of the breach and therefore to preserve your continuity of study.

Change in location – In the unlikely event that we need to change the location of your programme we will take all reasonable steps to maintain our delivery in the

same general area or, if this is not possible, another suitable location. In both cases we will undertake to make sure such changes are known sufficiently in advance so that you can plan accordingly. Where this is not possible, or where you have already made arrangements for teaching at the original location, the impact of such circumstances will be considered on an individual basis.

Continuity of study – we will endeavour to ensure continuation of study for all our students. In cases where this is not possible, the impact will be considered on an individual basis. Cooling off – you have the statutory right to cancel your registration with us within 14 calendar days from the day after you complete your initial registration or 14 calendar days from the day after the start of term. We will refund any payments due to you within 14 days of you notifying us of your intention to cancel the contract.

Material change – there may be circumstances where we are required to make a material change to your programme and, in such cases, you will be given details of the changes and how it affects you as per the Terms and Conditions. If necessary, the University will explore with you options for transferring to another programme or institution. Changes to your programme will be made only in accordance with your student contract and/or in accordance with our Student Protection plan.

Material Failure – for us to determine if a refund or compensation is the most appropriate way to address any material failure to deliver the appropriate learning opportunities to you we will consider.

- the basis for your request – such as loss of teaching time or material impact on learning outcomes and prospects
- the individual facts of your circumstances and your case

We will tell you in writing what the outcome is and payments will be made within 14 days of the decision to make payment.

Refunds

You may be entitled to refunds of fees and other money paid to the University in line with the student protection plan.

You can choose to change the modules and the programme you study on and you can choose to change these in accordance with the academic regulations. Where you are exercising your informed choice to make such a change, compensation and/or refunds will not be offered as there has been no breach of obligation by either you or us.

All students can receive a refund in certain circumstances as laid out in the University Refunds Policy.

5.3 Payments:

Payments will only be made to the bank account holder (or other financial institution) that originally paid the tuition fee and will not be paid in cash. This applies whether the student is in receipt of a tuition fee loan from the Student Loans Company, pays their own tuition fees, or has their tuition fees paid by a sponsor. Should a student be continuing to study at Hartpury, it would be possible to refund via a reduction in the amount of sums owed to Hartpury by the student in the future.

6. General

This plan forms an important part of the student contract and we will publicise our student protection plan to current and future students by:

- Publishing it on our website
- Applicants would be directed to it as part of the offer letter
- Reference would be made to it as part of our terms and conditions which are signed as part of enrolment at the start of an academic year
- Annual review of the plan will involve student consultation, with changes approved through relevant governance structures involving student representation

Staff are made aware of this plan by publication on the Hartpury website, reference to it within our Hartpury Quality Enhancement Framework documentation, and inclusion in relevant staff training events and the staff handbook.

This plan will not normally apply to those individuals who have completed the studies for which they registered as a student with Hartpury.

Queries about the application of this plan should be addressed to complaints@hartpury.ac.uk in the first instance. If you wish to make a complaint about your experience under this Plan, then you can utilise the Hartpury Complaints Procedure to do so.

If a student is satisfied with this process and proposed outcome, this can be agreed in full and final settlement of all claims arising out of the same issue closed down.

Hartpury does not accept any liability for any consequential or other economic loss (including loss of profits, loss of goodwill or loss of opportunity) resulting from any of the matters covered by this Plan. Only foreseeable loss will be covered by Hartpury.

The measures contained in this Plan are in addition to student statutory rights and the rights contained in the student contract, which remain unaffected.