

Annex D: Student Protection Plan

Provider's name: Nelson College London

Provider's UKPRN: 10030129

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Contact point for enquiries about this student protection plan: Principal, Professor Geoffrey Alderman [g.alderman@nelsoncollege.ac.uk]

Nelson College London's Student Protection Plan (NCL-SPP) For the period 2018-2019

The Nelson College London's Student Protection Plan (NCL-SPP) is a document which sets out what actions the College will take to minimize any impact on the continuity of study of our students. This NCL-SPP also includes examples of what events may trigger the plan, such as the closure of a course, campus or location, the discontinuation of a discipline or market exit.

The Plan has been designed in collaboration with our students and staff and is iterative in its design by ensuring that the staff and students views and interests were taken into account. The Plan is intended to be reviewed and revised at least once a year to ensure that the mitigating measures the NCL-SPP sets out remain practicable, relevant and effective year on year. This plan will be kept up to date and will reflect on any changes or events which may require a change to the plan or the actions within it.

This plan has been approved by our regulator, the Office for Students, and is available to all current and potential students. The measures contained in this plan are in addition to the protections you have under consumer protection law and do not impinge on your consumer rights.

Just like any other higher education provider, Nelson College London (NCL) in an unlikely event may decide to "exit the market" or "market exit" meaning it may leave the sector and ceasing to deliver its higher education courses. The exit might be deliberate (e.g. for strategic reasons) or for other reasons (e.g. suspension from the register or de-registration, or financial failure). It is not envisaged however that plans can be triggered only by market exit, and plans, or elements of them, may also be brought into play due to other events such as campus or location closure.

Our commitments to you as a student

We commit to:

- being open and transparent should any risk to the continuity of your studies arise, and inform you in a timely manner.
- taking reasonable steps to protecting your studies should we discontinue a course or discipline, close a location (building or campus) where a course is taught or close altogether.
- considering your views 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.
- informing the OfS of any changes that may necessitate a review of the plan or any of the measures contained within it.

We will regularly seek the students' views on this plan as part of our student feedback processes. If you have any immediate views, concerns or feedback in relation to this plan, please contact our Principal, Professor Geoffrey Alderman [g.alderman@nelsoncollege.ac.uk].

1. An assessment of the range of risks to the continuation of study for your students, how those risks may differ based on your students' needs, characteristics and circumstances, and the likelihood that those risks will crystallise

Risks/events that may trigger this student protection plan.

The NCL-SPP covers the events that would trigger the implementation of the SPP, i.e. instances where continuity of study is put at risk through no fault of the students. These may include if:

- we decide to discontinue your specific course
- we stop teaching this discipline
- we decide to close the location (building or campus) in which the course is taught and cannot find suitable premises at a nearby location
- we decide to cease operating altogether
- we can no longer provide the course to you for any other reason, for example if we cease operating through no choice of our own
- we lose the right to provide the course or qualification
- course, department, location or campus closure
- deregistration or suspension of registration (where suspensions put continuity of study at risk) or loss of partnership/accreditation with our awarding bodies/organisations.
- exiting the market completely (intentionally or otherwise)
- exiting a particular section of the market, such as courses awarded by a particular awarding body/organisation
- any other changes which may affect students' ability to continue their studies, such as loss of Tier 4 licence

We retain the right to make minor adjustments and improvements to course, programme and module content year on year, and these in themselves do not warrant the triggering of student protection measures. However, if you feel the course as delivered varies significantly from what you expected, you may be able to seek recourse under consumer or contract law.

Assessment of Current Risks

1. 'The risk that Nelson College London as a whole would be unable to operate is very low because we have a strong track records in academic management, quality assurance, regulatory compliance which are supported by our strong financial position. Strong financial performance is evidenced by a significant net profit year in the year 2017 and a strong balance sheet. Nelson College London Ltd, owns a number of commercial properties against which suitable loans could be secured to ensure short-to-medium term financial viability. The College has calculated financial forecasts for the foreseeable future which continue to show strong financial performance.

2. It is highly unlikely the college will be unable to operate for financial reasons alone as the College has numerous income sources: -

- The College owns a large commercial building (Commercial House, 406-410 Eastern Avenue, Gants Hill, Ilford, IG2 6NQ) which is partly occupied by the College and partly rented out.
- It has a two other freehold commercial buildings which are rented out. The College has freehold properties in three sites, which has enabled it to diversify and add to their stream of income. The buildings are located within short bus rides from the College's existing campuses and can be used as education premises if the College requires the space for educational purposes.

3. The risk that Nelson College London loses its designation for the academic year 2017/18 and 2018/19 is very low as the College has recently secured its redesignation from the DfE.

4. The Board of Governance of the College has been proactively monitoring regulatory risks and has committed to adopt relevant best practices that the mainstream HEIs adopts. The Board members have a diverse range of backgrounds including QAA, HEFCE, accountancy, student services, and media. The College conducts periodic risk assessments to mitigate chances of any regulatory or other risks to adversely materialise.

5. In the unlikely event that the College loses its Specific Course Designation, existing students would be taught-out on the basis of tuition fees that would fall due and utilising our financial reserves.
6. The risk that the College's current accrediting partners [Pearson and London Metropolitan University] terminate their agreements with us is low as there have not been any significant adverse findings against the College so far. In an unlikely event if any of the partners decide to withdraw their partnerships with the College, the current arrangements with the partners provide assurance that the interests of students already enrolled with us would be taught to the completion of their programmes of study [two-year HND's with Pearson and one-year "top-up" courses with LMU]
7. The risk that the College decides to discontinue your specific course or a specific discipline is unlikely as the College is committed to run or teach out all the courses which have enrolled students
8. The risk that we decide to close the location (building or campus) in which the course is taught and we cannot find suitable premises at a nearby location is low. This is unlikely for the Gants Hill campus as it is owned by the College. We made sure that the majority of our courses are delivered at the Gants Hill campus. The risk related to the forced relocation of the Ilford campus due to the landlord giving notice to the College to vacate the property is negligible. In an unlikely event, if this risk materializes, the College can mitigate this risk by relocating to other nearby premises owned by the College or can rent out premises in the same area.
9. The risk relating to the College deciding to cease operating altogether or it can no longer provide the course to you for any other reason is negligible as we do not have and there has never been an agenda to cease the operation of the College.
10. The risk that the College loses the right to provide the course or qualification by the accrediting partner/awarding organisations is low. We have been consistently following the rules, regulations and policies and procedures of our awarding bodies. The awarding organisations have never taken any disciplinary actions against the College.
11. The risks that the College exit the market completely or exiting a particular section of the market (such courses awarded by Pearson and/or London Metropolitan University) are negligible.
12. We do not foresee any other reasons why we need to cease to operate or discontinue a course.

2. The measures that you have put in place to mitigate those risks that you consider to be reasonably likely to crystallise

The College believes that the risks listed above are extremely unlikely to materialise. In an unlikely event if any of the risks materialise we have following measures to protect the students.

Proposed measures to protect students

NCL-SPP includes a wide range of measures, including, but not limited to the followings:

Financial Measures

1. Our net asset and liquidity positions are both projected to remain strong throughout the forecast periods.
2. In an unlikely event if any of the risks materialises and we need to take steps to reduce our operating costs, we may relocate our Ilford campus to Gants Hill campus building (which is owned by us). This can be achieved easily as the Gants Hill campus has spare capacity and is also located approximately 2 miles from the Ilford campus.
3. The College has a flexible overhead costs structure and these costs can be reduced within a short time.
4. The directors and senior managers of the College are committed to work voluntarily should there be any likelihood of impending liquidity pressure.
5. The College has two campuses designated for student support purposes; one campus is based in rented premises, which can be vacated at short notice.
6. Tuition revenue from existing students will continue for two years from the date of their first intake. If tuition revenues decline, the College is able to quickly reduce expenditure by downsizing its operations and staffing costs.

HR Measures

7. The risk that we are no longer able to deliver material components of any of our courses due to staff shortage is low because we design our modules which can be taught by hourly-paid suitably

qualified academic staff in disciplines that have plenty of lecturers in London. Our own study manuals provide all the core reading materials necessary for the courses we offer.

8. The staff and contractors' engagement contracts are devised in such a way that these costs can be adjusted within a short time. The assumption is that the College can reduce admin and staff numbers broadly in proportion to the change in the number of full-time equivalent students.

Partnership and Teach-out Measures

9. The College will work with regulatory bodies (such as DfE or OfS) to ensure all the steps are taken to minimise the disruption to the affected students such as, and will work with its awarding bodies (Pearson/London Metropolitan University) to allow enrolled student to complete their year of study/course.

11. If in the case where the awarding bodies decide not assist, the students will be transferred to an appropriate courses at other providers. For the courses which are validated by London Metropolitan University there are arrangements in place to teach out the students. For the HND courses, the students can be transferred to other providers having designations for the same or similar courses.

12. The College will explore different solutions and will take a reasonable step to help the affected students.

13. If the College designation is withdrawn, suspended or is not successfully renewed, and depending on the circumstance of the designation, the College may choose to appeal the decision or make a new application for designation with a view to restore the College status.

14. Whenever possible, we will make arrangements to 'teach out' current students where we have voluntarily decided to leave the market or close a course. This means that we commit to ensuring the course of study can be completed by all currently enrolled students, even though the course is being discontinued and we will not be taking on new student cohorts.

Student Engagement and Contractual Measures

15. The College reserves the right to make variations to programme contents, entry requirements and methods of delivery, and to discontinue, merge or combine programmes, both before and after a student's admission to the College, if such action is reasonably considered necessary by the College.

16. In the event that, prior to the student commencing the first term of study, the College discontinues the programme, the student may either:

- Transfer to such other course (if any) as may be offered by the College, which the student is qualified subject to Principal's approval.
- Withdraw from the College without any liability for fees. If in these circumstances the student wishes to withdraw from the College and to enrol in a course at a different College, the College shall use its reasonable endeavours to assist the student.
- Work with students on any planned closures, significant changes or other events which will affect students
- Provide sufficient notice period on such closures/significant changes once decided.
- Provide clear and timely information to the students.
- Make arrangements for existing students to be provided with suitable alternatives if a course or discipline can no longer be offered.
- Make every effort to support the student in finding a course at another provider.
- Have a clear policy for refunding all or part of paid fees and recording the amount of credit/academic progress achieved if transfer to another course/institution is not possible.

All these measures have been meticulously considered and we are confident they are viable. We are committed to take into consideration the needs of all our students, including those with mobility considerations or special educational requirements.

17. The College has evaluated that, in the unlikely event that its designation is withdrawn, it has the necessary resources to continue to support its students and the operations of the College without relying on external assistance or borrowing.

What can I do if I have a complaint?

If you are not content with the proposed outcomes, you may consult with the Office of the Independent Adjudicator, at <http://www.oiahe.org.uk> .

3. Information about the policy you have in place to refund tuition fees and other relevant costs to your students and to provide compensation where necessary in the event that you are no longer able to preserve continuation of study

The terms and conditions of the College sets out the terms in relation to refunds of tuition fees and compensation. This can be found at www.nelsoncollege.ac.uk.

The extracts from the terms and conditions are appended below:

The college "term and condition" states in regard to refund of fees states: -

1. If students withdraw or discontinue their studies, any refund, or reduction, of tuition fees is at the discretion of the College.
2. If the College decides to refund the tuition fees, any debt or charges owing to the College will be subtracted from any refund of fees.
3. If the tuition fees are paid wholly or partially by a third party or sponsor, the College will refund back to the third party. All refunds will only be made to the bank and account holder (or other financial institution) that originally paid the fee. The College will not refund in cash under any circumstances.
4. Where tuition fees are wholly or partially paid by the Student Loans Company (SLC), the amount to be refunded is based on the tuition fee liability formulae used by the SLC. Any fees received from the SLC will be adjusted with the SLC through the SLC's payment recovery procedure. Refunds are not made to student or to any other party.
5. Where tuition fees are wholly or partially paid by a student, the refund will be made to the student. The College will only refunds to the bank and account holder (or other financial institution) that originally paid the fee. Refunds are not made in cash.
6. After a refund is agreed, the College will need approximately two weeks to process the refund. Where payment of tuition fees is split between more than one payer, any refund due will be made in proportion to the original split.

Compensation for Changes to the Course or Location of your Study

1. Any changes of location will be discussed in advance with student representatives and all affected students will be given advanced notice so that they know when and how changes might be made.

2. Eligible students will be automatically assessed for compensation relating to their increased travel costs only, and are not entitled to receive compensation for accommodation costs. Any students who have an increased travelling distance of over 3 miles will be compensated for the additional mileage incurred at a rate of 20p per mile for up-to three return journeys per week over the relevant teaching weeks during the academic year.

3. If a student is not happy with a change to a course, the student may choose to leave the course, in which case the student will need to complete a Withdrawal Form. The student's fee liability will be based on the date of receipt of the Withdrawal Form in comparison to the fee liability date. However, in the unlikely event of a serious adverse effect on the student, the College will consider their fee liability on a case by case basis.

4. If a student's course is discontinued without teaching out the student, and if none of the alternative arrangements offered by the College are acceptable, the College will refund the student's fees collected for that academic year of study. No other compensation will be paid by the College.

5. If a student's course is discontinued, instead of teaching out the student, and the student has agreed to commence or continue another course at the College, the College will ensure that there is no additional tuition fee burden on the student. If the student had to transfer to another provider to complete this or a similar course, the College will provide adequate support so that students can apply for exemptions for the credits already achieved.

Changes to Your Course

1. Course changes may take place between the offer of place and the student subsequent registration with the College circumstances beyond the College's reasonable control and therefore it may sometimes be necessary to vary the terms or content of the course or services described in the website or handbooks or prospectus.

The College will use all reasonable endeavours to ensure that changes are kept to a minimum, but if we are required to make any significant changes to the terms of the Contract or the student course (as described on the website, handbooks and prospectus.) before the student register at the College, the College shall bring these to the student attention as soon as possible and if the student reasonably believe that the proposed change will prejudicially affect them, than the may either cancel the Contract and withdraw from the course without any liability to the College for course fees or transfer to such other course (if any) as may be offered by the College for which the student are qualified.

2. Course withdrawals prior to registration: The College will use all reasonable endeavours to deliver all courses described in the prospectus. However, if there are not sufficient enrolments to make a course or module viable, the College may be forced to cancel the course or module. If the student has received an offer for any course described in the prospectus, which the College discontinues prior to student registering at the College, the College will notify the student as soon as possible and will use reasonable endeavours to provide a suitable replacement course for which student are qualified. If the student is unhappy with the replacement course provided by the College or if the College is unable to provide a suitable replacement course, the student may cancel the Contract and withdraw from the course without any liability for course fees.

3. Course changes / withdrawal after registration: Once the student has registered, the College will use all reasonable endeavours to deliver the course as per the terms of the Contract, but:

3.1 If for reasons outside of the College's control the College is forced to discontinue the course, the College will notify student as soon as possible and use reasonable endeavours to transfer the student to a suitable replacement course for which they are qualified. If the student are unhappy with the replacement course provided by the College or if the College is unable to provide a suitable replacement course, then the student may cancel the Contract and withdraw from the course without incurring any further liability for course fees and they shall be entitled to a refund of all course fees paid to date; or

3.2 Following decisions by the Academic Board or its subcommittees, the College reserves the right to vary minor elements of the course from that described in the prospectus in order to improve the quality of educational services, in order to meet the latest requirements of a commissioning or accrediting body, in response to student feedback, and/or due to a lack of student demand for certain modules. If we are forced to make a material change to the course (such as the nature of the award or in relation to a material aspect of the curriculum), we will notify these changes to the College student representatives or via website or individually to the student as soon as possible and, if the student reasonably believe that the proposed change will prejudicially affect them, then they may either cancel the contract and withdraw from the course without any liability to the College for the remaining course fees or transfer to such other course (if any) as may be offered by the College for which they are qualified.

4. If the student chooses to cancel the Contract (and withdraw from the course) in accordance with this Clause the College will use reasonable endeavours to assist the student in finding an alternative comparable course with another Higher Education provider in the UK.

Evidence of Financial Strengths to support the refund and compensation policy

We charge our students tuition fees after they are accrued instead of collecting the fees from the students in advance. Therefore, if students discontinue their courses, it is unlikely that we need to refund any tuition fees.

Some of our students might be deemed ineligible in a re-assessment of their financial eligibility by the Student Loans Company (SLC) following on an earlier successful assessment. In this case, SLC may request the College to return the tuition fees paid to the College. In such cases, the College can collect the tuition fees from the students concern. To account for any such refund, the College sets aside a cash reserves of up to 10% of the annual tuition fees income.

The College aims to maintain a liquidity reserves which can sustain the College operations by six-months by July 2019 to prepare itself for any interruption of the incomes or to pay for any contingent liability or unforeseeable loss of incomes.

4. Information about how you will communicate with students about your student protection plan

Measure to inform the student and staff of Student Protection Plan: -

The student protection plan will be communicated to the current and the future students through –

- Publication of the NCL-SPP on the College website.
- Student Representatives will be trained on the NCL-SPP and their views will be annually sought in the Student Representative Committee.
- Students can seek advice or enquire from relevant staff trained on Student protection plan. The College will ensure the staffs and the lecturers are aware and are provided with training.
- The College will communicate the NCL-SPP to the student representatives and in the student representative meetings.
- The College will communicate any changes to students as early as possible of any changes to the College designation/partnership status. They will be provided with clear information and options.
- The College is committed to offering advice and support regarding any proposed changes of the NCL-SPP, the triggering of student protection plans or the measures within them

We will notify you of any changes which may affect your studies in a timely manner. Should the student protection plan need to be triggered, you will be notified by the Principal, Professor Geoffrey Alderman [g.alderman@nelsoncollege.ac.uk].

We commit to contacting you at least three *months* prior to the intended dates of course change or closure. We commit to contact you as soon as possible prior to the intended dates of course change or closure.

Advice and support will be offered in the first instance by Head of Academic Services, Aleksandra Osiniagova [a.osiniagova@nelsoncollege.ac.uk].

Additional, independent, advice and support is available from Principal, Professor Geoffrey Alderman [g.alderman@nelsoncollege.ac.uk].