

# **Student Protection Plan**

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# 1. Introduction

Christie's Education Ltd. (CE) recognises that entering into higher education is a significant investment both financially and in terms of time and commitment. This student protection plan sets out what measures CE has in place to protect you as a student in the event that a risk to the continuation of your studies should arise. The type of event or changes that might cause such a risk are detailed below together with the protection measures put in place to set out how your interests would be protected in such an eventuality.

This plan has been approved by our regulator the Office for Students (OfS) and our validating body The Open University (OU) which awards your degree. Our parent company Christie's International PIc is committed to support and guarantee the financial sustainability of CE and has provided a deed of undertaking to the OfS which guarantees to fund all costs, as necessary, to enable students enrolled on CE programmes to complete their studies.

The measures in this plan are in addition to the protections you have under consumer protection law and do not impinge on your consumer rights.

### 2. Our commitment to you as a student

We commit to:

- **2.1** Being open and transparent with students should any risk to your studies arise and will endeavour to inform you in a timely manner
- **2.2** Take reasonable steps to protect your studies should we discontinue a programme, close a building where a programme is taught or close altogether
- **2.3** Consider student views before deciding to implement any substantial changes to a programme, discontinuing it, or closing a location
- **2.4** Take into consideration the needs of all our students and the impact on them of any proposed changes and protective measures, this includes students with mobility considerations or special educational requirements
- **2.5** Inform OU of any changes that may necessitate a review of this plan or any of the measures contained within it
- **2.6** Inform OfS of any changes that may necessitate a review of this plan or any of the measures contained within it
- 2.7 We will regularly seek students' views on this plan as part of our student feedback process. If you have any immediate views, concerns or feedback in relation to this plan please contact <a href="mailto:studentsuk@christies.edu">studentsuk@christies.edu</a>

#### 3. Why is this plan necessary?

- **3.1** CE is required to complete this student protection plan in order to meet the conditions of the regulatory framework published by the OfS which was presented to parliament pursuant to section 75 of the Higher Education and Research Act 2017. The Office for Students is the regulator for English Higher Education.
- **3.2** The following is a non-exhaustive list of events that may trigger this student protection plan:

# 4. Closure of all or part of Christie's Education's premises

- **4.1** In the event that part of the building is considered unusable for the purposes of teaching CE would endeavour to minimise the disruption to students and services by considering the revision of timetables to allow all teaching to take place in the areas of the building that are unaffected.
- **4.2** If this were not possible or in the event that the entire building were considered unusable CE would look to temporarily relocate provision to an alternative location. This would very likely involve hiring space from International Student House (ISH) until the necessary works were completed. CE is an institutional member of ISH which is located a few minutes' walk away from CE.
- **4.3** In all instances affected students would be consulted and appropriate measures would be taken to ensure that any protective measures are appropriate for staff and/ or students with mobility considerations and/or special educational requirements.
- **4.4** In the event that the costs associated with temporary relocation were untenable for CE the Deed of Undertaking provided by Christie's Plc would be triggered in order to allow sufficient funds for students to complete their studies.

### 5. Significant alteration to a programme during the academic year

- **5.1** CE is committed to deliver the programme as stated in the relevant programme and module specifications which are published on the website, the VLE, and the prospectus. The procedures for making major and minor changes to programmes or modules are set out in the Quality Handbook. Such changes require the approval of the Academic Board, on which students are represented. Major changes also require the formal approval of the OU prior to implementation.
- **5.2** It is not normally possible for significant changes to be made to validated programmes or modules outside the procedures agreed with the OU and published in the Quality Handbook. Were circumstances to arise which would require this, CE would only take the required steps to make such changes following detailed discussion with the OU.

#### 6. Suspension or closure of a programme

- **6.1** In certain circumstances a strategic decision may be taken to suspend recruitment to a programme or to close a programme. This may happen where, for example, the programme is rendered non-viable or because it is not attracting sufficient applications or because it fails to align with the CE Institutional Strategy.
- **6.2** In such instances CE would, wherever possible, endeavour to make such a decision before marketing the programme for the next academic year.
  - 6.2.1 Applicants:

In circumstances where a programme was being suspended or closed, CE would endeavour to minimise the disruption to applicants impacted by these changes by:

- **6.2.1.1** Notifying all applicants by the end of March prior to the commencement of the programme
- **6.2.1.2** Providing personalised options and support to all applicants affected by the suspension or closure, including the opportunity to receive advice both from academic staff and the Admissions and Student Services departments.
- **6.2.1.3** Applicants would be provided with three options:
  - A full refund of any monies paid.
  - Dependent on the applicant's area of interest, an alternative offer on a CE course either in London or New York may be made.
  - Assistance and support in transferring their application to an alternative institution in the UK.
- **6.2.2** Current students:

In circumstances where a programme was being suspended or closed, CE would endeavour to minimise the disruption to current students impacted by these changes by:

- **6.2.2.1** Entering a teach-out phase that would enable all students to complete their programme of studies at CE.
- **6.2.2.2** CE would work closely with the OU to ensure that all reasonable measures were taken to ensure disruption to students was minimised.

#### 7. Suspension of Tier 4 sponsor licence

- **7.1** CE will endeavour to minimise the disruption to services and students impacted by these changes by working together with UK Visas and Immigration (UKVI) to:
  - **7.1.1** Allow students who have commenced their studies to complete their programme
  - **7.1.2** Enable offer-holding applicants who have been granted a visa sponsored by CE to enrol and commence their studies
  - **7.1.3** Enable applicants and prospective students who are not in receipt of a visa the opportunity to defer their application pending the resolution of the suspension.

# 8. Revocation of Tier 4 sponsor licence

- 8.1 In the event of a Tier 4 licence revocation, international students sponsored by CE would ordinarily have their leave curtailed by UKVI. Students would have 60 days from receipt of a letter from UKVI in which to transfer to another provider to complete their studies or leave the United Kingdom.
- **8.2** In this situation CE will endeavour to minimise the disruption to services and students impacted by these changes by:
  - **8.2.1** Holding information sessions to ensure that all students affected fully understand the options available to them
  - **8.2.2** Providing personalised assistance to switch to an alternative sponsor to continue studies
  - **8.2.3** Providing in a timely manner grades, award of credit, and confirmation of progress thus far, attendance and all other documentation that would be required for an alternative provider to make an informed decision on admission and CAS issuance.
  - **8.2.4** Reimbursing students the cost of their Tier 4 visa application fee (standard application) for the transfer of Tier 4 sponsorship to an alternative institution.

### 9. Loss of key staff

- **9.1** All CE academic staff are contracted to a 3 month notice period, thereby allowing sufficient time for the hiring of a replacement. However, in the event of an unplanned loss of a key member/s of staff, CE would move immediately to recruit externally, drawing upon current members of academic staff and/or the bank of approved visiting lecturers with the appropriate knowledge and experience during the interim period.
- **9.2** In the event of needing to draw upon existing staff to address an immediate staff shortage, it may become necessary to revise the programme timetable. If this were the case students would be consulted.

# 10. Withdrawal of designation

- **10.1** CE offers only postgraduate programmes lasting 15 months. The loss of designation (depending on when this event occurred in the academic year) would lead to a maximum loss of £10,000 per student which may have been allocated towards fees and/or living costs.
- **10.2** CE will endeavour to minimise the disruption to students impacted by:
  - **10.2.1** Liaising with the OfS to allow enrolled students to complete their programme and receive the funds originally awarded
  - **10.2.2** Where this is not possible or permitted:
    - **10.2.2.1** Providing individual case by case assistance to those suffering financial hardship as an immediate result of the loss of designation to ensure students' immediate wellbeing.
    - **10.2.2.2** Providing assistance and support through the Student Services Team in completing a hardship loan application to

CE which would serve to assess the financial situation of each student affected by the withdrawal of designation

- **10.2.2.3** Assisting students in applying for hardship funds for which they may be eligible externally through institutions such as ISH
- **10.2.2.4** Putting forward to the Board of CE a request for the fee element of the programme to be waived.
- **10.3** In all instances students would be supported to complete the programme of studies on which they had embarked.

#### 11. Withdrawal of validation or change of validator

- **11.1** The CE higher education programmes are validated by the OU. The validation agreement between CE and the OU sets out clearly the provisions in place should either party wish to terminate the agreement. In the event that the agreement is terminated para 18.3 of the validation agreement stipulates that 'satisfactory arrangements must be put in place for all existing students on validated programmes and for all applicants to whom an offer of a place on a validated programme has been formally made and formally accepted, to complete the relevant programme.' This includes supporting current students, and applicants who have formally accepted an offer of a place, to find places on suitable programmes at other providers in the UK.
- **11.2** If termination of the agreement were to be triggered CE would immediately enter a teach-out phase that would enable all students to complete their programme of studies at CE.
- **11.3** For applicants the process at 6.2.1 would be followed.
- **11.4** CE would work closely with the OU to ensure that all reasonable measures were taken to ensure disruption to students is minimised.
- **11.5** If additional funds were required to meet the costs of teach out these would be provided by Christie's PIc as stipulated in the Deed of Undertaking.

### 12. Closure of Christie's Education

- **12.1** CE monitors its performance through a number of mechanisms, the key ones being the risk management policy and procedures, and those for annual monitoring and reporting to the Board of CE and the OU.
- **12.2** If a series of extreme events such as insolvency, withdrawal of designation and/or validation, or falling demand was to lead to the closure of CE, the following steps would be initiated:
  - 12.2.1 Applicants:
    - **12.2.1.1** CE would work closely with the OU to ensure that all reasonable measures were taken to ensure disruption to applicants was minimised.
    - **12.2.1.2** CE would immediately suspend recruitment of students and initiate communications with all applicants to offer the following options:
      - A full refund of any monies paid.

- Dependent on the applicant's area of interest, an alternative offer on a CE course in New York may be made.
- Assistance and support in transferring their application to an alternative institution in the UK.
- Providing personalised options and support to all applicants affected by the closure, including the opportunity to receive advice both from academic staff and the Admissions and Student Services departments.
- 12.2.2 Current students:
  - **12.2.2.1** CE would immediately enter a teach-out phase that would enable all students to complete their programme of studies at CE.
  - **12.2.2.** CE would work closely with the OU to ensure that all reasonable measures were taken to ensure disruption to students was minimised.
  - **12.2.2.3** If necessary the Deed of Undertaking provided by Christie's International plc would be triggered thereby releasing the necessary funds to ensure the continuity of quality, standards and student experience during the teach-out and closure process.

# 13. Refunds and compensation

- **13.1** The Refund and Compensation Policy sets out the principles that CE will follow when considering the refund of tuition fees (or a proportion thereof) and/or the award of compensation due to this plan being triggered. The Refund and Compensation Policy can be found on student portal.
- **13.2** CE has in place insurance arrangements which cover compensation, subject to policy terms, where CE has been found to be liable to a third party, which may include students who have suffered financial loss. In cases where CE's insurance would not cover costs payable under the Refund and Compensation Policy, CE would meet those costs itself or, in the event that any such costs were untenable for CE, the Deed of Undertaking provided by Christie's Plc would be triggered in order to allow sufficient funds for students to complete their studies.

# 14. Communication of this plan

- **14.1** This plan will be referred to in the material CE provides to applicants when making an offer to study. It will be made available again to new students during their programme induction and drawn to the attention of current students during their enrolment. It will be readily available to applicants and students via CE's website alongside all our other key policies.
- **14.2** CE will ensure that staff have familiarity with the plan. It will be flagged as part of the new staff induction and staff development for relevant staff and publicised on CE's staff portal. It will also be highlighted as part of the process documents for programme changes and closure, so that its implications will be considered prior to staff making any significant decisions regarding programmes.

- **14.3** We will review this plan annually. Our students are integral to all of our decisionmaking at CE and, as such, will be involved in our updating of it. We will regularly seek their views on this plan as part of our student feedback processes.
- **14.4** If we need to implement arrangements under this plan, we will inform any affected students within 5 working days of such decision via email. While we have made arrangements to ensure that students will have all available options possible to continue their programme, with the least disruption, we are able to provide students with the details of external agencies who can provide independent advice should they require it.

# 15. What can I do if I have a complaint?

**15.1** CE is committed to providing, maintaining and enhancing a high quality educational experience. CE welcomes the opportunity to correct mistakes, clarify misunderstandings and to respond positively and constructively on any occasion when students feel the need to express dissatisfaction with a particular service or any aspect of CE provision. Please refer to the Student Complaint Procedures.