

Student Protection Plan

Definitions

We/Us/Our means the University of Bristol.

You/Your means a registered student of the University of Bristol or someone who has been formally offered a place at the University.

Programme means your course of study or research.

Material components means the mandatory units required for a programme.

Mode of study means the way we teach a programme, including part-time, distance learning or as a combination of online learning with classroom-based teaching.

The **Student Agreement** forms the legal basis of the relationship between you and the University from the time you accept an offer of a place for your programme.

What is the Student Protection Plan and what does it mean for you? How is this related to the Student Agreement?

The Student Protection Plan tells you what plans we have to protect the continuation of your programme in the event of unforeseen circumstances. It does not replace any existing documents or policies, but some of the information is also in your Student Agreement. The Student Protection Plan is not relevant if you decide to withdraw from the University or if we require you to withdraw for reasons detailed in your Student Agreement, including failing to comply with our Student Disciplinary Regulations, failing to meet required academic performance standards or non-payment of fees.

What is included in the Student Protection Plan?

This document tells you how we make sure we can continue to provide your programme, based on an assessment of the risks we have determined are relevant to the University. This means that we have thought about those situations beyond your control that might stop or limit your ability to continue your studies (the risks); how likely it is that these situations will happen (the level of risk); and what we do to stop these situations occurring (mitigations). The document does not cover personal circumstances that might stop or limit your ability to continue your studies. Finally, this document tells you how we would support and refund you if, in the unlikely event, we could not maintain your studies.

Part A: Risks and mitigations

Below are the risks that we consider are relevant to this University, our assessment of the level of the risk and the mitigations we use to reduce each risk.

1. The risk that we are unable to operate due to insolvency or similar event is very low because our financial performance is strong, and we have significant cash reserves. Our Financial Framework ensures that we have adequate finances to withstand unforeseen events, and our Finance and Audit Committees oversee the University's financial stability. We are a long-standing institution. Our University has been in existence since 1909 and before this, from 1876 – 1909, was the University College, Bristol. We are also regulated by the Office for Students to ensure that we remain viable.

2. The risk that we will not be able to award degrees or will lose validation¹ for one or more of our programmes is very low because we are an experienced and long-standing provider of degrees and other awards. We have

¹ We award our own degrees and so there is no risk of losing validation of our programmes because we do not operate under a validation arrangement.

been successfully reviewed by the Quality Assurance Agency for Higher Education and all other former agencies. We also have an internal quality framework which regularly reviews our programmes. Many of our programmes are professionally accredited and we work with a large number of professional statutory and regulatory bodies to educate our students for professional careers.

3. The risk that we will not be able to deliver programmes to students at one of our locations, due to the loss of that location, is very low. We have one main campus and a satellite campus at Langford; we also deliver programmes in collaboration with other providers and organisations, both in the UK and abroad. The estate is largely owned and managed by the University and comprises many separate buildings. It is unlikely that we would lose a number of these facilities simultaneously at a rate that would put a programme at risk. In the unlikely event of any specialist teaching facilities no longer being available, we would repurpose our existing facilities or work with our partners to identify appropriate alternative provision.

We have an Incident and Crisis Management Framework to manage such situations and to coordinate communication to students and staff. We have successfully used this Framework in the past when situations have occurred. We have a good relationship with Bristol City Council as well as working relationships with property agents and consultancy to ensure access to appropriate rental property if necessary. Programmes not taught at our locations are governed by specific contracts which include providing appropriate facilities.

4. The risk that we are no longer able to deliver programmes to students in any subject area is low. As part of our annual planning process, we review the performance, sustainability and future viability of all programmes so we can be confident about maintaining them and so that any problems are identified at an early stage. Our programme approval process ensures that any new or revised programmes are academically sound and that we have sufficient resources to deliver them.

We have a programme withdrawal process that must be agreed at School, Faculty and University level in the event of a programme being withdrawn or suspended. This includes considering how to support and continue to teach those students who have already started the programme or are due to start, and how teaching standards will be maintained (see section 3.3.2 of the Student Agreement).

Programmes taught in partnership with other providers or organisations are covered by individual contractual arrangements. Any risks to the ongoing provision of such programmes are considered before the partnership is agreed and are monitored regularly.

5. The risk that we are no longer able to deliver material components of our programmes is normally low but exceptionally for certain programmes the impact of Covid-19 has meant that this risk is high. Our programmes are designed around mandatory components and we only normally make changes to these components as part of ongoing curriculum review and development, and we consider resourcing issues before approving any changes.

6. The risk that we will not be able to deliver one or more modes of study is high because normally most teaching at Bristol is delivered on site and face to face. The Covid-19 pandemic has meant that many programmes were updated to online delivery and assessment and aspects of this may remain for the immediate future. Programmes that are delivered part-time, as distance-learning programmes or as programmes that combine online learning with classroom-based teaching, are subject to the same quality assurance processes and withdrawal processes as any other programme (as detailed in point 4). We have a robust IT infrastructure to support onsite and distance learners, with high levels of availability guaranteed for our core systems.

7. The risk that we will no longer be able to recruit or teach a particular type of student is low because we aim to attract and retain a diverse student body within an inclusive learning environment, with appropriate safeguards in place. Examples of how we ensure we can recruit or teach particular students are as follows:

For students who disclose a disability, we make reasonable adjustments as appropriate to teaching and assessment practices as well as the wider student experience, in accordance with the Equality Act 2010. We work hard to support all students throughout their studies and have a range of support services available to enable adjustments to be implemented on the basis of individual need.

For students from socio-economically disadvantaged backgrounds, we provide access to financial support; we have a robust, independently audited financial plan for this student funding.

For international students, we maintain a Students with a Student visa (formerly known as Tier 4) sponsor licence with UK Visas and Immigration (UKVI), as well as registration with the UKVI's Premium Customer Service Team. We have an excellent reputation with UKVI, evidenced by our most recent successful audit. Our Student Visa

Services team supports students in making their visa applications to study in the UK, as well as helping students comply with visa requirements while in the UK. There is a risk that the UK or an overseas jurisdiction may restrict students' mobility during a programme; we are aware of this risk and monitor any potential impact.

Part B: Refunds and compensation

You will enter into a Student Agreement with us before you start your programme of study. This sets out the responsibilities of the student and the University.

The Student Agreement includes the following provisions:

We will be liable to you for any direct loss or damage you suffer if we fail to carry out our obligations under this Agreement to a reasonable standard, or if we breach any legal duties of care that we owe you (including causing death or personal injury by our negligence). This does not apply if such omission is attributable to your own fault or to that of a third party. Our liability to you in the case of loss or damage (other than for death or personal injury or fraud) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us. We will not be liable to you for events outside our control that we could not have foreseen or prevented even if we had taken reasonable care, such as:

- government restrictions or policy (for example unexpected significant changes to higher education funding)
- over- or under-demand from students
- staff illness or industrial action
- severe weather or fire
- civil disorder or political unrest
- a public health emergency (for example concern with regard to the transmission of a serious illness).

In such circumstances we reserve the right to change or cancel all or part of your programme.

This commits us to refund tuition fees and other reasonable costs if there is any failure within our control to continue to deliver the education required. As stated above, this does not extend to events outside our control. This commitment applies to:

- refunds of tuition fees
- the payment of additional travel costs for students affected by a change in the location of their programme
- commitments to honour student bursaries
- compensation for maintenance costs and lost time where it is not possible to preserve continuation of study
- compensation for tuition and maintenance costs where students must transfer programme or provider

We assess the risk of any valid claim being made on such a liability to be low, but maintain adequate financial reserves and insurances to meet such a liability should it arise.

Part C: Communication

If the continuation of your programme is likely to be affected, we commit to inform you in good time and take the steps necessary to put you in the position you would have been in prior to such an event arising. Any complaints about the way we implement the Student Protection Plan, or its impact on students, can be made via our Student Complaints Procedure as outlined in the Student Agreement.

Current students, applicants and staff can access the Student Protection Plan on our public website.

The Student Protection Plan has been produced in conjunction with student representatives. We undertake to review the Student Protection Plan annually and to maintain student engagement in this process. If significant changes occur to our risk assessment, we will review the Student Protection Plan immediately.

Summary			
As part of the University of Bristol's registration with the Office for Students we are required to have a Student Protection Plan has been approved by the OfS as appropriate for its assessment of the regulatory risk presented by the University and for the risk to continuation of study of all of its students.			
Scope			
Applies to all students and applicants from the academic year 2021/22.			
Document Control			
Owning Team	Academic Quality and Policy Office		
Division	Education Services		
Lead contact	Jo Strong		
Type	Institutional Plan	Status	Approved
Asset Number		Version	V 3.0
Approved by/on	Board of Trustees.	Date current version approved	tbc
Date current version published	July 2021	Date first published	23/04/18 (internal)
Next review date	March 2022	Revision frequency	1 year
Superseded documents	V 1.0, 2.0		
Related documents	Student Agreement		
Keywords	Risk, Protection, OfS		