



## Student protection plan for the academic year 2023-24

<b>Provider's name:</b>	University of Sussex
<b>UKPRN:</b>	10007806
<b>Legal address:</b>	University of Sussex Sussex House Southern Ring Road Falmer Brighton BN1 9RH
<b>Contact point for enquiries:</b>	Denise Cooper, Deputy Director, Academic Services <a href="mailto:D.S.Cooper@sussex.ac.uk">D.S.Cooper@sussex.ac.uk</a> ,

### 1. Introduction

- 1.1 The University of Sussex was established by Royal Charter in August 1961. The University delivers education provision in its own right and with a range of partner organisations. The University maintains overall responsibility for the integrity of its awards, irrespective of delivery organisation, location or method of delivery.
- 1.2 As a provider registered with the Office for Students (OfS), the University is required to have in place a Student Protection Plan designed to preserve the continuation and quality of study for all potential and current students if a risk to their continued study is identified and crystallises. This plan is designed to outline the University's approach to managing impacts on prospective and continued study and to provide assurance to students that we have in place appropriate measures to protect continuation of study

### 2. Institutional Risk Management and Governance

- 2.1 The University has a number of committees, operational groups, policies and procedures responsible for the oversight and ongoing ability to deliver quality education. These include, but are not limited to:
  - Senate
  - University Education Committee
  - Audit and Risk Assurance Committee of Council
  - University Business Continuity Management Policy
  - UoS Business Continuity Plan
  - Emergency Management Plan
  - University of Sussex Risk Management Policy
  - University of Sussex Refund Policy
- 2.2 These structures and guidelines have been established to ensure the continued oversight of operation and ongoing viability of provision. The University assures itself through these

means that it has the ongoing ability to deliver quality education with a focus on the student experience and student outcomes.

2.3 The potential for Institutional failings across the full spectrum of our provision are monitored through risk management principles in accordance with OfS and other HE regulatory bodies' guidance and will be delivered in accordance with prescribed institutional policies.

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

3.1 The University of Sussex is an established higher education provider with a sound evidence-based record of financial health, academic quality and compliance. The University exercises its degree awarding powers autonomously and responsibly and with due regard to UK standards and norms. We operate on a single, well-managed campus and have in place appropriate business contingency plans for incident management. Therefore, we are confident that the risk of the University being unable to operate as a whole entity is very low.

3.2 The University takes seriously its responsibilities to students in relation to continuity of study and consumer law protections. We have carefully considered the range of possible risks, and the likelihood of these crystallising. Our considered assessment highlights five possible risks as outlined below:

- The University decides for financial sustainability or strategic reasons to discontinue one or more subjects or courses of study.
- The University makes material changes to courses, raising implications for the rights of students or applicants under consumer law.
- The University loses its Student Visa Sponsor licence (formerly UKVI Tier 4) and is no longer able to recruit and retain international students.
- The University loses professional accreditation for one or more of its courses.
- The continuity of study of students on validated courses in partner organisations is disrupted by factors beyond the University's control.

Further commentary on each of these risks, along with the mitigation measures in place is provided below.

**4. The measures that we have put in place to mitigate those risks that we consider to be reasonably likely to crystallise**

**4.1 *The University decides for financial sustainability or strategic reasons to discontinue one or more subjects or courses of study***

4.1.1 The University has in place rigorous portfolio planning arrangements to ensure that there is a viable market for each of its courses. This mitigates the likelihood of having to close a course for reasons of financial sustainability.

4.1.2 If the University voluntarily decided to close a course, we would make arrangements to 'teach out' current students. This means that we commit to ensuring the course of study can be completed by all currently registered students, even though new students would not

be admitted. In doing this we would carefully manage our approach to staffing and other resources to ensure your studies are affected as little as possible.

- 4.1.3 In the event that we were not able to 'teach-out' a degree, in advance of a discontinuation we would liaise with other higher education providers to support students to transfer to another suitable provider, including through the provision of information to support curriculum mapping and transcripts of achievement to date.
- 4.1.4 If the University decided to close a course after making offers to applicants, who have yet to register with the University, we would:
- Offer a similar programme at the University of Sussex, refunding any deposit paid if the student chose not to take up that offer.
  - If the applicant did not want to transfer to the suggested alternative we would provide support to identify an alternative provider and release each applicant from any obligations to the University including relating to accommodation matters. For undergraduate applicants, we follow the processes set down by UCAS around a student's right to substitution.

#### **4.2 *The University makes material changes to courses, raising implications for the rights of students or applicants under consumer law***

- 4.2.1 The University has in place rigorous and detailed arrangements for ensuring compliance with consumer law including: knowledge and awareness training; procedures to manage curriculum change linked to the provision of information to applicants and students at all stages and a complaints procedure developed in line with good practice guidance from the Office of the Independent Adjudicator for Higher Education (OIAHE).
- 4.2.2 We are committed to timely consultation with all affected students relating to major course changes and in the event that agreement cannot be reached, or a transfer to an alternative course is not possible, the University would release each affected student from any further obligations to the University. If a student were materially adversely disadvantaged the University will refund fees paid.

#### **4.3 *The University loses its Student Visa Sponsor (formerly UKVI Tier 4) licence and is no longer able to recruit and retain international students***

- 4.3.1 The University is a Student Visa Sponsor with a track record of compliance. Our visa refusal rate, a primary indicator of compliance, remains within UK Government Home Office thresholds. This is due to rigorous compliance arrangements which are subject to continuous review and improvement.
- 4.3.2 If Student Visa Sponsor status was lost or suspended, we would:
- Work, where possible, with UKVI to allow students already registered to complete their year of study or programme;
  - Provide our international students with support to identify an alternative provider, including through the provision of documentation including transcripts of achievement to date; specialist advice on immigration matters; sponsorship and funding and the release of students from any other contractual obligations e.g. accommodation licences.

- Offer the opportunity for applicants to postpone their application pending the resolution of the suspension.

4.3.3 At all times in our management of the impact on students of the loss or suspension of our Student Visa Sponsor licence we would act in accordance with the provisions set out by UKVI in the Student Sponsor Guidance document 2: Sponsorship Duties and Guidance Document 3: Student Sponsor Compliance.

#### **4.4 *The University loses professional accreditation for one or more of its courses***

4.4.1 The University's relationships with its professional accreditation bodies are well-managed and in good standing. If any risk is identified the University would work assiduously with professional bodies to remedy such risk(s) and to minimise any disruption to students.

4.4.2 If the University lost professional, statutory or regulatory body accreditation for one of its degrees, we would:

- Assist students to find places with another accredited provider by every possible means, including through the provision of documents and transcripts of achievement.
- If we were unable to procure alternatives, we will offer students refunds of fees to date. The University would also release affected students from any other contractual obligations e.g. accommodation licences and make provision for students to receive reasonable financial reimbursement so they are not financially disadvantaged.
- Notify applicants of the situation and support them to find an alternative course at Sussex, or release them to substitute an alternative application elsewhere.
- Where practical, seek to accredit the University of Sussex programme, via an accredited partner.

#### **4.5 *The continuity of study of students on validated courses in partner organisations is disrupted by factors beyond the University's control***

4.5.1 The University validates degrees with a small number of carefully selected partner organisations. We apply rigorous oversight to these relationships through the monitoring of academic standards, learning resources and staff resource. Nonetheless, we consider that the different operating context of our partners may mean that student protection issues are more likely to emerge for students studying with partners than at the University itself.

4.5.2 We recognise that under the regulatory framework it is the responsibility of the provider where the student is registered to put in place student protection measures, and that our partners therefore have primary responsibility for this. However, the University will always work closely with its partners to mitigate the impact of any disruption upon students including through the provision of advice, guidance, and academic oversight when necessary and appropriate.

4.5.3 We also note in relation to partnership more broadly that we run a joint Brighton and Sussex Medical School with the University of Brighton. This is a longstanding and well-managed partnership, and we anticipate that the risk of student protection issues emerging is low. Both universities would work together to manage continuity of services and provision for students in the event of their being disrupted or discontinued.

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

- 5.1 Arrangements for refunds for students are described in the University's terms and conditions<sup>1</sup>, including the right to a refund if a course is cancelled and there are no suitable alternatives (or a student is dissatisfied with the alternatives available). If there are material changes to courses the University shall consult with students and take steps to minimise any adverse effects, including transfers to alternative courses. Students can withdraw without any further fee liability if they are dissatisfied; if they are materially adversely affected they may be entitled to a refund of course fees – this would be assessed on a case by case basis.
- 5.2 The University's arrangements for Refunds are published on the University's website: <https://student.sussex.ac.uk/money/fees/refunds>.
- 5.3 The University's cash reserves will enable it to underwrite any likely costs emerging from student protection issues, as evidenced by our statutory financial returns.
- 5.4 The University does not accept liability for any consequential or other economic loss (including loss of profits, loss of goodwill or loss of opportunity) resulting from the matters covered by this Plan. Only foreseeable loss will be covered by the University.

## **6. Exceptional Circumstances and Arrangements**

- 6.1 Despite every effort to provide an excellent, consistent academic experience to our students, there may be occasions where exceptional external circumstances, beyond the control of any institution, impacts not only the University, but the entire higher education sector and/or the country.
- 6.2 The University has developed a set of Interim Regulations which can be invoked by Senate where the academic business of the University is significantly disrupted by circumstances beyond its control. These Regulations provide the framework through which we will limit the impact of unforeseeable circumstances on the assessment of students and the Institution's capacity to take decisions about progression and awards.
- 6.3 Informed by sector guidance these Exceptional Regulations have at their heart the following principles:
- Academic standards and professional requirements will remain paramount.
  - Students will be treated in a fair and equitable manner.
  - Where courses are governed by Professional, Statutory or Regulatory Body (PSRB) requirements, permitted derogations to enable compliance with PSRB requirements will be permitted.
  - Assessment processes will be applied consistently and equitably, with reliability, validity, and fairness.

## **7. Communication and Access to Information**

---

<sup>1</sup> <http://www.sussex.ac.uk/study/terms-and-conditions>

- 7.1 The University is committed to openness and transparency for students in the event that any of the measures in the Student Protection Plan (SPP) need to be invoked. We will share and explain our Student Protection Plan with students via the following mechanisms:
- Continued and regular dialogue with the Union of Sussex Students' Union (USSU)
  - Publication of the SPP on our website
  - Reference to the SPP in the University's offer letters
  - Reference the SPP in the University's Terms and Conditions
  - Reference to the SPP in the online enrolment process
  - Drawing the SPP to the attention of current students through inclusion in the University Student Handbook on the virtual learning environment
- 7.2 We will share and explain the Student Protection Plan to staff by:
- Publication of the SPP on the staff intranet
  - Inclusion of the SPP and guidance on consumer law in the University's suite of guidance documents on course development, withdrawal and curriculum change
  - Include training on the Student Protection Plan in training workshops on curriculum development for directors of teaching and learning and curriculum and assessment officers
- 7.3 We are committed to developing the Student Protection Plan as a living document by:
- Annually reviewing the Student Protection Plan in conjunction with our annual cycle of meetings to review the University's terms and conditions.
  - Drawing on sector best practice in relation to Student Protection Plans as this emerges, as relevant and proportionate to the University's own operating context.
  - Building discussion of the Student Protection Plan into our regular engagement with the Students' Union and student representatives, in order to ensure that the Plan reflects those issues which are of most concern and relevance to our students.
- 7.4 The University Education Committee (UEC) is charged with the annual review of the Student Protection Plan or as our risk assessment changes; membership of UEC includes Students' Union representation.
- 7.5 We will meet our obligation to ensure that affected students are informed when the plan needs to be implemented by:
- Notifying students via the Head of School or Director of Student Experience of the need to trigger measures in the Student Protection Plan at least three months prior to the intended date of course change or closure
  - Providing advice and support from School Offices and the Student Life Centre
  - Providing specific advice and support for students with registered disabilities
  - Engaging with the Students Union in relation to the identifying sources of independent advice
- 7.6 The University reserves the right to amend this Plan from time to time based on legal or regulatory change affecting students or the University or best practice in the higher education sector.

- 7.7 The University's Student Complaints procedure is set out on our website and sets out how registered students may complain about any aspect of their interaction with the University, including if they wish to complain about how we implement our Student Protection Plan. The University operates a separate Applicant Complaints Procedure, details of which are set out on our website.

Approved University Education Committee: May 2023