Student Protection Plan for the period 2026/27

Provider's name: Burnley College

Provider's UKPRN: 10001000

Legal address: Burnley College, Princess Way, BURNLEY, Lancashire, BB12 0AN

Contact point for enquiries about this Student Protection Plan: Nina Parkin, Vice Principal (nparkin@burnley.ac.uk)

Introduction: Purpose of the Student Protection Plan

Burnley College is committed to helping to ensure students achieve the best possible academic outcomes from their studies and will make every effort to protect the student interest and assure continuity of study in the event of course, campus or College change or closure. We are aware that occasionally events may occur which mean that unforeseen changes will have to be made to modules or courses. This Student Protection Plan sets out what measures we have in place to protect our students in the event that a risk to the continuation of studies should arise. The type of event or changes, which might cause such a risk, are detailed below.

A Student Protection Plan is a requirement of the College's registration with the Office for Students (OfS) and it will be reviewed and refreshed on a regular basis by the College in collaboration with students as part of ongoing registration with OfS.

The measures contained in this plan are in addition to the protections available to students under consumer protection law, and do not impinge on consumer rights.

We commit to informing the OfS of material changes to the plan or any of the measures contained within it.

We will regularly seek students' views on this plan as part of our student feedback processes. Any views, concerns or feedback in relation to this plan should be sent to the Assistant Principal via the above email address. In addition, an annual review of the Student Protection Plan will be carried out by the Student forum where representatives from all Higher Education courses at Burnley College will be asked to comment on the clarity of the plan and the appropriateness of the measures contained in it to protect student interests.

This Plan will be made publicly available to all students on our website, along with enrolment terms and conditions and other key documents.

What type of events will prompt this Student Protection Plan?

We reserve the right to make minor adjustments and improvements to programme and module content year on year, and these in themselves do not warrant the triggering of student protection measures – see below.

The Student Protection Plan will be triggered in the event of major changes; these include circumstances in which Burnley College (the College) and/or the University of Lancashire, Buckinghamshire New University and University of Greater Manchester, our current validating Higher Education Institutions (Partners):

- Decided to discontinue a specific programme on which students are currently enrolled and teach out arrangements are not assured.
- Decided to close the location (building or campus) in which a programme is primarily taught and cannot find suitable premises at a nearby location.
- Decided to cease operating altogether.

We might also invoke this plan if:

- Accreditation of a programme by a Professional, Statutory or Regulatory body (PSRB) was withdrawn.
- Any other circumstance in which we can no longer provide a programme to students would also trigger this plan.

We will take into consideration the needs of all our students, including those with mobility considerations or special educational requirements.

Should any of the measures in this plan need to be implemented, this will be overseen by the Assistant Principal, in consultation with the Deputy Principal, and others as appropriate (including student representatives).

Normally, this Plan will not be triggered for minor changes to the curriculum. An ongoing commitment to quality assurance and enhancement at Burnley College and its validating partners means that, from time to time, programme content, regulations and policies will be updated.

Where updates to content are made, for example substitution of modules, changes to module content or assessment activities, these will be proposed via the Partnership Forum, where students are represented, before approval by the validating partner. Burnley College undertakes not to make any changes to programme content within 3 months of the start of the first academic year affected.

Changes to regulations and policies may be prompted by the validating partner. Revised regulations shall only apply to students first enrolling after University and College approval of those revisions, unless changes are not deemed significant, thus different regulations may apply to different cohorts on a programme and will be documented in the Programme Handbook for that cohort. New or revised policies shall apply to all students from the start of the academic term following approval by the University, with a proviso that for the remainder of the then current academic year, no student may be treated disadvantageously in comparison with the previous policy.

Nor will the Plan be triggered for circumstances specific to individual students e.g. changes to a research student's supervisors or insolvency of an employer sponsoring a Degree Apprenticeship or research student – in these circumstances the College will always seek arrangements which enable students to complete their studies. In all cases there will be communication and consultation with students. Where the Student Protection Plan is not triggered but students feel the programme as delivered varies significantly from what they expected, there are both internal and external complaint processes available to students.

Our commitment to you as a student or prospective student:

- We will include student consultation and representation in our own decision-making.
- Should this protection plan need to be triggered, you will be contacted by a member of the Student Services team within 2 College working days of the date on which an applicable change was decided upon or notified to the College.
- We will take reasonable steps to avoid implementing change during an academic year or making changes close to the start of an academic year.
- Should the location of your programme change, we undertake to keep this within reasonable travelling distance.
- In the event of programme closure, we will take reasonable steps to ensure that existing students may complete their current programme to the original timescale at Burnley College.
- Where changes are such that existing students may not be able to complete their current programme, we will ensure in all cases that students may continue their studies at Burnley College for a "continuity period", as a minimum of two semesters, while solutions are explored.
- We will be supported in this plan by the Partners and we will take all reasonable steps to ensure that the College is adequately resourced during any "continuity period".
- We undertake to update our website and presence on UCAS and other listing services, within 2 College working days of a decision or notification of significant change, including all scenarios outlined below and closure to new applications upon a decision to close a programme or put the College as a whole into a "continuity period".
- Where changes are such to render it impossible for prospective students to study on their intended programme and/or with the intended financial support, we will endeavour to offer eligible applicants a place on an alternate Burnley College programme, or assist existing Burnley College offer- holders in securing a place elsewhere and/or liaise with UCAS with a view to allowing the applicant a substitute choice in their application. This includes all scenarios outlined below.

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**

   In the following paragraphs, a number of risks and scenarios are identified, along with the measures the College, and the University partners will take in order to protect your continuity of study, as an addition to, or by way of further detail on, the general undertakings above. Inclusion of a scenario should not be assumed to mean we consider it likely to occur. When assessing risks to the continuation of study for students the following factors need to be noted.

1.1 The risk that Burnley College as a whole is unable to operate is very low because of our financial track record as a College over the last ten years or more:

- We are a College which is, by any measure, currently in good financial health.
- We have a healthy cash flow that is well managed by the finances team – see https://www.burnley.ac.uk/about/policies-procedures-public-value-statement/ for the latest College Report and Financial Statement.
- We have an excellent track record of financial stability being judged by the DfE as being an institution in good financial health.
- We have a Business Continuity Plan which covers eventualities such as our campus being rendered unusable and the steps to be taken to provide, as much as possible, an unbroken service to our students.

1.2 The risk that we will no longer deliver higher education courses at our University Studies Campus (located within the overall Burnley College site) is low:

- Recruitment to courses is good.
- Applications and continuation are closely monitored on a programme by programme basis and decisions would be made in a timely manner.
- With our Partners we have an institutional level agreement to teach out any course that will no longer run at the Burnley site.

1.3 Notwithstanding the above, there are risks to the continuation of study for students at the College and on the College Campus premises as a result of factors outside the control of the College. The College has undertaken an assessment of the potential risks associated with the continuation of study from a student perspective and the likelihood of these risks crystallising. The possible risks to students at Burnley College have been assessed as being:

- The College has lost approval (through validation and/or franchise) for one or more of its courses - including the withdrawal of accreditation of a programme by a Professional, Statutory or Regulatory body (PSRB).
- One or more of the College's locations/premises is no longer available for course delivery (this includes the separate Higher Education block on the College campus with 24 hour access).
- The College is no longer able to offer a course to students for reasons of financial non-viability.
- The College is no longer able to deliver material components of one or more courses, because of areas of particular vulnerability, such as single person dependencies for teaching.
- The College is no longer able to deliver one or more modes of study to its students, particularly if it is considering withdrawing a mode of study.

- Termination of the Institutional Agreement between Burnley College and its Higher Education awarding bodies. This is the legally binding document governing the relationship between Burnley College and our degree awarding Partners. It can be ended by either side with two years notice or can be ended by the Partner on a course/programme basis if there are serious quality issues with franchised or validated provision being delivered by Burnley College.

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

2.1 The College has lost approval (through validation and/or franchise) for one or more of its courses - including the withdrawal of accreditation of a programme by a Professional, Statutory or Regulatory body (PSRB).

The College and Partners shall use all reasonable endeavours to protect the interests of students enrolled on courses approved as a result of the Institutional Agreement.

Upon any early termination of a Course run under the Memorandum of Cooperation, Burnley College and Partners shall each use reasonable endeavours to ensure that each current student may have the opportunity to complete the course on which they are enrolled at the date of termination, and shall co-operate so far as may be practical with the intention of achieving such completion of courses by the students.

Where it is not possible for students to complete the course, the Partner(s) shall be entitled to transfer the students onto an alternative course that it provides, whether alone or in collaboration with any third party, and the College shall comply with all reasonable requests of Partner(s) to facilitate the transfer.

2.2 One or more of the College's locations/premises is no longer available for course delivery.

On resource, academic, student experience or health and safety grounds it may be necessary to close a site and/or move courses between sites. Unless taken on the grounds of emergency relocation due to unanticipated events (such as flood or fire), or on the grounds of a material improvement of facilities, the College undertakes not to close a site or relocate a course while teaching is underway for the academic year except in the event of exceptional circumstances where consultation with students will be undertaken.

Where a site is closed or a course relocated, courses and services affected will be delivered instead at appropriate alternate premises of the College or at alternative premises as detailed in the College's Business Continuity Plan.

2.3 The College is no longer able to offer a course to students for reasons of financial non-viability.

As per the College Terms and Conditions the College reserves the right, in the interests of financial viability, operational necessity or to improve the quality of the learning experience to make reasonable alterations to courses – such as altering timetables, tutors or venues – provided such alterations shall not affect substantially the course content or qualification for which the student has enrolled. At all times the College shall communicate such changes to students (and employers, where relevant) as soon as such changes have been agreed.

The College shall consider whether a course should run or not if there are 8 or fewer confirmed enrolments and the College shall consider whether further groups should be opened if there are 20 or more confirmed enrolments. The College shall confirm as soon possible that a course is running and usually this will be by the date at which the first formal lesson was due to take place. On occasion, the College reserves the right to postpone a course, aiming for it to commence later in the year.

The College reserves the right to cancel, combine or reschedule courses and/or classes in the interest of efficiency if, in the opinion of the College, there are insufficient enrolments or attendees. In such cases, the College will make every attempt to offer suitable alternative provision.

2.4 The College is no longer able to deliver material components of one or more courses, because of areas of particular vulnerability, such as single person dependencies for teaching.

It should be noted that the risk that we are no longer able to deliver programmes in highly specialised areas (Construction, Engineering, Social Work and Teacher Education) in the next three years is low because we design our programmes to be taught by integrated teams of academic staff. If a specialist member of staff leaves we are therefore able to adjust the staffing to suit (including direct replacement if appropriate). This is done in accordance with the regulations of our Partners (prior approval of staff changes, involvement in the recruitment of specialist team members etc.).

It is possible, in certain circumstances that the College will need to replace staff as a matter of urgency. A database of temporary staff is kept by the College's Head of Human Resources and updated on a regular basis (this includes recently retired staff).

2.5 The College is no longer able to deliver one or more modes of study to its students, particularly if it is considering withdrawing a mode of study.

In the event of a mode of study being withdrawn by either the College or Partners, both parties will comply with the Course Amendment procedures as per partner university Quality Assurance Regulations. The process will be completed by the 31st May prior to the next application cycle to ensure compliance with CMA consumer protection law.

2.6 Termination of the Institutional Agreement between Burnley College and its Higher Education awarding body.

In the event that the Institutional Agreement is ended:

i) The University will continue to be responsible for students enrolled on courses franchised to the College;

ii) Partner(s) and the College shall use all reasonable endeavours to protect the interests of students enrolled on courses approved as a result of the Institutional Agreement;

iii) Upon any early termination of the Institutional Agreement or termination of a Course run under the Memorandum of Cooperation, the Partner(s) and the College shall, as far as possible, ensure that each current student may have the opportunity to complete the course on which he or she is enrolled at the date of termination, and shall co-operate so far as may be practical with the intention of achieving such completion of courses by the students;

iv) Where it is not possible for students to complete the course at Burnley College, Partner(s) shall be entitled to transfer the students onto an alternative course that it provides, whether alone or in collaboration with any third party, and the College shall comply with all reasonable requests of the Partner(s) to facilitate the transfer;

v) Where the College provides an alternative course, whether alone or in collaboration with any third party, it may request that Partners allow the students to be transferred to that course. Where The Partner(s) is satisfied that the transfer is in the best interests of the students it may consent to the transfer of all current students willing to be enrolled onto the alternative course and will assist the College with the transfer;

vi) All communications to students in connection with the termination of the agreement or of a Course run under the Memorandum of Cooperation shall be provided to the College and approved by Partner(s) before being sent to students.

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 Burnley College Higher Education Tuition Fees Policy outlines the approach to refunds and compensation for students, where this Student Protection Plan has to be implemented.

This Policy makes provision for:

- Refunds for students in receipt of tuition fee loan from the Student Loans Company.
- Refunds for students who pay their own tuition fees.
- Refunds for students whose tuition fees are paid by a sponsor.
- The payment of additional travel costs for students affected by a change in the location of their course.
- Commitments to honour student bursaries (where these are paid by the College)

The College holds cash reserves of at least £2.25 million at all times, which would be sufficient to provide refunds and compensation for students on programmes where there is an increased risk of non-continuation of study.

4. Information about how you will communicate with students about your Student Protection Plan

We will publicise our Student Protection Plan to current and future students by publishing it on the College website, directly referencing it in the Student Handbook for each programme offered at College and drawing student's attention to it during the Induction phase of the programme. It will be sent out to students as part of the offer documentation.

Staff will be made aware of the implications of our Student Protection Plan when they propose course changes through the internal validation process. The internal validation documentation has been amended with immediate effect to include consideration of the implication of changes to courses.

The College is committed to communicating any changes to students as early as possible, with clear information and options. This will include a letter from the College to explain the changes and to lay out the options. A course meeting or wider consultation with students may also be offered. Students should approach their tutor in the first instance if they have any questions.

Complaints can be made through the complaints process as set out in the Complaints Procedure Complaints-Policy-and-Procedure.pdf and a complaint can be submitted via the website link: Policies, Procedures and Public Value Statement - Burnley College.