

Provider's name: University of Hertfordshire

Provider's UKPRN: 10007147

Legal address: College Lane, Hatfield, Hertfordshire. AL10 9AB

Contact point for enquiries:

Julie Kelly, Academic Registrar, j.kelly4@herts.ac.uk, 01707 286295

University of Hertfordshire Student Protection Plan for the period 2022/23

Assessment of overall risk

1. At the University of Hertfordshire, we have a secure financial position and adequate resources to continue operations for the foreseeable future. Following guidance to universities over recent years, we have built up cash reserves to provide future stability and security, and our medium and long-term cash forecasts demonstrate financial sustainability. The risk that the University as a whole is unable to operate is very low. Full details of our budget can be seen in the annual report (<https://www.herts.ac.uk/about-us/governance/corporate-publications>). The University is based in Hatfield on our College Lane and de Havilland campuses, which has seen significant investment and development over a number of years.

Non-continuation of learning, modules and courses

2. We are committed to ensuring the continuation of study for all of our current and potential students. We will work with our students to ensure that you are aware of measures that are being taken in respect of courses, that you are given notice well in advance of any changes and that you have the support that you need to respond to any necessary changes.
3. Please be reassured that there is a low risk that we will not be able to deliver core learning outcomes within our courses. When we develop programmes, we build in resilience through explicit cross-over between the modules offered and other programmes, increasing their viability. Where possible, we design our modules to be taught by integrated teams of academic staff so that cover is available.
4. There may be a small number of modules where the risk of not delivering as planned is moderate rather than low, because we are dependent on particular members of academic staff to deliver core teaching. Should this happen, we will consult with you to mitigate the impact that this change will have on your course. In this instance, possible actions we might pursue to mitigate any impact on you could include team teaching, moving experienced colleagues across to teach the modules or, where necessary, employing visiting lecturers. We also maintain good relations with other local institutions and our own recently retired staff, who would be able to fill short-term staffing gaps to a high standard if necessary.
5. To ensure that our courses maintain their high standards, they are regularly reviewed. There is a low risk that programmes, or modules will need to be withdrawn due to low student numbers, or consistent poor performance of the module that would adversely impact the student experience. Again, in these instances, we will always consult with you to mitigate the impact that this change will have on your course. When planning a course, we try to reduce the chances of a course not running due to low numbers by ensuring as much cross-over of modules as possible between programmes within our Academic Schools. When carrying out our annual Portfolio Review, we focus our

attention on modules which have low enrolment to pre-empt the possibility that a module will have to be withdrawn due to low numbers.

6. Despite our best endeavours to mitigate through operational and governance process against the above outcome, there may be to be a few instances where we are not able to deliver a module or programme as anticipated. As stated above, in such an instance we will work with you openly, communicating with you in a timely way, and work with stakeholders that can support you such as the Hertfordshire Students Union.

Practical example:

- Where we do have new programmes with high numbers of specialist modules, we recruit staff in advance of each level of the programme starting. Two good examples of this in recent years would be: Civil Engineering and Biomedical Engineering, where we have recruited staff in advance of newly offered modules starting, where we did not previously have relevant expertise in place.

Changes to programmes/courses or their delivery

7. It is unusual for us to change a programme for current students. Where we do, we will only change a programme for current students where we have consulted with, and gained agreement from, the impacted students in advance. This is in line with the provisions relating to consumer protection outlined in our Key Facts document (<https://www.herts.ac.uk/study/your-offer-package>), which can be found on our website. We are proud of our diverse student community and will always consider this when making changes for example, we would always consider whether our commuter students or mature students would be more likely to be adversely affected by the change and complete an Equality Impact Assessment. Consultation with the whole student cohort enables us to listen to, and take into consideration, the comments and concerns of our diverse student community.
8. Our compliance with consumer protection laws has been audited for rigour twice over the past three years by our Internal Audit Department and has on both occasions received a substantial level of assurance. The University endeavours to consult with our students in a timely manner whenever there is change or amendment to their course which impacts them.

Practical example:

- Changes were made to the Digital Media Design programme for implementation in the 2020/21 academic year.
- Feedback from students in a programme forum and other conversations with the programme team revealed that the title of a Level 4 module, *Design and Creative Practices 2*, was not meaningful to students.
- Initial consultation with the programme team provided further evidence that the module title was no longer reflective of the module content, which had evolved since the previous periodic review in line with industry practice and the introduction of new technology.
- A new title was proposed using language that was consistent with terms used in industry and with the module content: *Interaction and Hybrid Media Construction*.
- The programme leader prepared a document to be shared during consultation with all stakeholders. The document explained the change of module title and outlined the reasons for the proposed change.

- All impacted students and applicants were written to by the programme leader, outlining the proposed changes and offering an opportunity to comment or object.
 - External Examiners and Franchise partners were also consulted, and Programme Committee approval was sought.
 - After the consultation period had concluded, changes were made to the Definitive Module Documents and Programme Specification.
 - Applicants were informed of the change to the programme by formal email and were sent copies of the revised Programme Specifications.
9. There may be circumstances outside the University's reasonable control which have a detrimental effect on how we provide our services to you or mean that we have to make changes to the method of delivery of your course or individual modules after you have accepted your offer. These could include, by way of example, industrial action (including by members of our own staff), health and safety or public health issues or restrictions, civil commotion, severe weather conditions, changes in the law and/or actions taken or recommended by a government or public authority, damage or destruction to our buildings or facilities, failures by our suppliers or sub-contractors, or interruption or failure of utility services. If circumstances such as these arise, we will inform you as soon as reasonably practicable and will use every reasonable effort to minimise any adverse effect it may have on you. The Covid-19 pandemic situation is an example of circumstances outside our reasonable control which could have a detrimental effect on our services, but in which we have made appropriate but material changes to the way in which we deliver our services in order to ensure that we can continue to deliver them, but also protect your health and safety. The context of an international public health emergency is such that we consider our changes to have been reasonable in all of the circumstances, and we have made every possible effort to minimise disruption so that you still have access to our services.

Working with partner institutions

10. The University has a long history of working with both UK and international partners via sub-contracting arrangements:
- Locally, we are very proud to be part of the UK's longest-running consortium partnership. These Further Education partners help us to make a real difference to our community and further enhance our excellent record in widening participation for the wider public benefit.
 - We also engage with a wide variety of overseas partners through a variety of contracting arrangements.
 - We take the oversight of the governance and management arrangements for these partnerships very seriously. During an audit visit, the QAA commented that *'The University takes an inclusive, developmental and enhancement-oriented approach to its engagement with its extensive and complex range of collaborative partner institutions'*.

Engaging in this type of activity brings some risk of partner, programme and module closure. The unplanned closure of a partner is low risk. From time to time across our portfolio it is possible for the risk of a programme or module closure to materialise.

11. However, these risks are mitigated by our strong internal governance arrangements:
- At the inception of a partnership, all partners undergo a due diligence process which requires formal sign-off by the University's Academic Development Committee, chaired by the Deputy Vice-Chancellor.

- The due diligence process is repeated every 6 years as part of formal Partner re-approval processes.
 - The University also completes an annual review of both UK and International partnerships.
 - We have experience of terminating partnerships when we have been concerned about the level of risk to our students.
12. All our legal agreements with partners include a requirement for the partner institution to teach out a sub-contracted programme should either party decide to terminate the partnership. If a partner institution were, for reasons outside its or the University's control, to be unable to continue to deliver a programme (or if the University had significant concerns over the partner's ability to deliver the programme), then the University would put in place one or more of the following:
- Student recruitment at the partner institution would be discontinued, in line with the legal agreement.
 - Initially, the University would consider offering support to allow the partner institution to teach the programme until all current students had completed the course (depending upon the circumstances, this could include financial support, the provision of University staff to contribute to teaching, and/or additional student support).
 - Failing that, the University, in consultation with the partner institution, would investigate the possibility of an alternative Higher Education provider continuing to teach the programme, with students ideally continuing on the same programme, or with their consent transferring to a similar programme.
 - In some circumstances the University may offer students the subsidised option of transferring to the equivalent programme delivered by the University itself.
 - Where the programme concerned is also offered by the University in an online mode, the University may offer students the subsidised option of transferring to the online programme.
 - If none of the above outcomes were feasible, then the University might undertake to deliver the programme itself, in the same geographical location. The University would also consider compensation of students (in line with its Student Refund and Compensation Policy – further details below), if it considered this to be appropriate in the relevant circumstances.
 - All of the above would be carried out in direct consultation with the students involved.
13. We fully understand and take full responsibility for University of Hertfordshire students taught at the Partner institutions named within our Office for Students Registration Submission. These students are covered by the University's Student Protection Plan, Consumer Protection Law statement and where relevant the Access and Participation Plan.
14. The University's annual due diligence process enables us to regularly assess any emerging risks and take appropriate action to ensure continuity of provision for our students.
15. The University's Student Protection Plan is updated and reviewed annually. It is then submitted to the Office for Students (OfS) for approval and an updated version published once approved by the OfS.

Student refunds and compensation

16. The University has a Student Refund and Compensation Policy which can be found on our website at <https://www.herts.ac.uk/study/your-offer-package>. This Policy covers the arrangements for the following student refunds:
 - Refunds for students in receipt of a tuition fee loan from Student Finance England or an equivalent funding body;
 - Refunds for self-funding students; and
 - Refunds for students whose tuition fees are paid by a sponsor.
17. The Student Refund and Compensation Policy should be read in conjunction with our Fees and Finance Policy and Key Facts documents, both of which can be found on our website at <https://www.herts.ac.uk/study/your-offer-package>, and is accessible to both prospective and current students.
18. The above Policies and Key Facts documents are sent to applicants when you are offered a place to study. Both documents refer to the circumstances where we may consider refunding tuition fees (i.e. in the event of a material change in a course or when a course is discontinued) and also cover compensation arrangements.
19. The Student Refund and Compensation Policy covers:
 - Compensation for additional travel costs for students affected by a change in the location of their course;
 - Commitments to honour student bursaries;
 - Compensation for maintenance costs and lost time in the unlikely event that it is not possible to preserve continuation of study; and
 - Compensation for tuition and maintenance costs where students have to change course or provider.
20. Any claims for compensation will always be considered on a case-by-case basis dependent on the context and the circumstances in which a student finds themselves. Should you wish to apply for compensation should first follow the process embedded within our complaints policy (https://www.herts.ac.uk/_data/assets/pdf_file/0010/233101/SA16-Student-and-Applicant-Complaints.pdf).
21. The University has substantial cash reserves which will be sufficient to provide refunds and compensation for ad-hoc claims and requests covered by the Student Refund and Compensation Policy:
 - Student Refund and Compensation claims are initially considered by the Director of Student Administration Service at Informal Stage 1 of the complaints policy.
 - If a student remains dissatisfied, they may request escalation to Stage 2 which is considered by the Academic Registrar, who appoints an internal independent investigator to recommend an appropriate outcome, after investigation.
 - If the student is still dissatisfied with the outcome, the issue may again be escalated to Stage 3, to be considered by the Dean of Students.

- If a student exhausts all internal University processes and remains dissatisfied, they may take their claim to the OIA, which has its own compensation policy that applies in the event that they find in the student's favour.

22. All compensation claims are considered in context, and take into account:

- What mitigation the University has already put in place to satisfy the complaint;
- The contract with the student; and
- How much of the contract is unfulfilled.

23. As noted above, we have processes in place to allow for compensation as part of the process of complaint resolution. Decisions about how much compensation is appropriate are taken on a case-by-case basis. We always aim to satisfy a complaint and refund claims at the earliest stage possible. This early resolution culture extends to compensation claims.

Practical Example:

- The University had incorrectly assessed a student's application to study on an undergraduate course.
- The student relied on this information to secure accommodation in the local area.
- As a direct result the student had suffered financial loss.
- The student raised a complaint and as a result was fully compensated.

Communication, guidance and publication

24. This Student Protection Plan is available to current and future students and staff on our external website and our internal intranet site, as is our current practice with the Fees and Finance Policy.

25. Alongside the advice and guidance provided to staff regarding consumer protection law, we will also ensure that staff are aware of the implications of our Student Protection Plan, especially regarding course changes.

26. The Student Protection Plan has been, and will continue to be, approved by the Chief Executive's Group, which is chaired by the Vice-Chancellor and has a representative of the Hertfordshire Student Union as a member.

27. Whenever there is a material change to a course, we will continue to use current University processes, which include a clear communication plan to our students. The communication plan will differ depending on what is considered to be most relevant to the students affected.

28. The University has produced a CMA Staff Guidance document which is available for all staff on our internal intranet site. The guidance document is updated annually and noted at the relevant University Committees, including School Academic Committees (a sub-committee of the Academic Board). The CMA Staff Guidance also provides guidance to Schools on the requirement to consult current students (in order to acquire appropriate consent) in advance of making any change to a course, and also to provide evidence that consultation has taken place, prior to central approval of a change. One of the key principles within the CMA Staff Guidance is that in-year changes to courses should be avoided wherever possible, particularly where course or module information has already been provided to students.

29. To ensure compliance with consumer protection requirements, we have changed the deadline for periodic review, validation, and suspension and withdrawal of programmes in order to provide timely information to applicants and students. All programmes must be fully approved by the end of December to ensure applicants and students have the correct course information in advance of the UCAS application deadline. Compliance with these deadlines is monitored by the Academic Development Committee, which is chaired by the Deputy Vice-Chancellor.

External information and guidance for students

30. If we were to find it necessary to implement measures in our Student Protection Plan, any affected students would be signposted to the following external organisations who already provide independent advice to our students:

- *Hertfordshire Students' Union: Advice & Support Centre* provides free, confidential and impartial advice covering the following: Academic, Housing, Financial and Personal support.
- *Citizens Advice Welwyn Hatfield* provides free, confidential and impartial advice via a drop-in service, or specialist service appointments.
- *Hertfordshire Trading Standards* investigates consumer issues relating to products, services and scams.
- *Law Centre Network* provides legal advice, casework and representation to individuals and groups.

31. The University of Hertfordshire's aim is to transform the lives of our students. This Student Protection Plan illustrates our commitment to you, whether you are studying on our main campus or at one of our partner institutions.

32. The University will regularly review this Student Protection Plan and ensure that it is updated, where necessary and appropriate, and that such updates are communicated to all students. Associated risk will also be regularly evaluated, and amendments to this Plan made where required to mitigate any additional or increase in risk.