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University of Hertfordshire Student Protection Plan for the period 2018-19 and 2019-20

Assessment of overall risk

1. The University of Hertfordshire has 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>). For the past six years, more than six applications have been received for each home/EU undergraduate place available at the University. The University is consolidated in Hatfield on our College Lane and de Havilland campuses, which has seen significant investment over a number of years.
2. The risk, that we will not be able to deliver programmes in specialised areas in the next three years is low. We will ensure the delivery of specialised programmes either by the reallocation of permanent teaching staff or by recruiting visiting lecturers to cover any skills gaps.

Non-continuation of learning, modules and courses

3. We are committed to ensuring the continuation of study of 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.
4. 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.
5. 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 to deliver less specialist modules. We also maintain good relations with other local institutions and our own recently retired staff, who are able to fill short-term staffing gaps to a high standard if necessary.
6. To ensure that our courses maintain their high standards, they are regularly reviewed. There is a risk that the outcome of a periodic review of a programme may recommend

the replacement or withdrawal of one module. There is also a low risk that programmes or modules will need to be withdrawn due to low student numbers that would adversely impact the student experience. Again, in these instances, we will 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.

7. Despite our best endeavours to mitigate through operational and governance process against the above outcome, there are likely to be 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: (i) Civil Engineering and (ii) 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

8. 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 our consumer protection policies set out in the 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 (e.g. are commuter students or mature students more likely to be adversely affected by the change?). Consultation with the whole student cohort enables us to listen to, and take into consideration, the comments and concerns of our diverse student community.
9. Our consumer protection policies and practices have twice been reviewed over the past three years for rigour by our Internal Audit Department and have 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:

- A recent example of student consultation relates to a module change on the BEd Programme in March 2018.
- The Programme Team identified the need to amend a module '*Developing Professional Practice Enrichment*' as a direct result of changes made to the academic calendar in 2018/19 and in order to respond to student feedback to enhance the teaching pattern of the module.
- The proposed changes included increasing lecture hours and self-directed study, and reducing seminar and tutorial hours.

- All impacted students were written to by their Programme Leader, clearly articulating the proposed new teaching breakdown for the module with a description of the benefits this would bring.
- Students were given the opportunity to discuss any concerns or comments with their Programme Leader prior to the changes being made to the module.
- It was only after the consultation period had concluded that the Programme Specification and associated Definitive Module Documents (DMD) were updated, and these were then sent to both applicants and existing students.

Working with partner institutions

10. The University has a long history of working with both home and international partners via franchises and sub-contracting arrangements:

- Locally, we are very proud to be part of the UK's longest-running consortium partnership. These FE 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.
- Our last economic impact study in 2014 estimated that we support more than 11,000 jobs in the region and make an annual contribution of over £1 billion to the UK economy.
- 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 a recent 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 relationship, 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. We are enhancing this practice to have annual due diligence reviews from 2018-19.
- We have detailed experience of terminating partnerships when we have been concerned about the level of risk to our students.

Practical example:

- Independent Studies of Science Technology and Training Limited (IST) is an independent HE provider in Greece, which had been offering UH higher programmes since 1991.
- In 2014/15, there were only 199 undergraduate students and 18 postgraduate students registered on UH programmes at IST, although previous academic years had recorded much greater numbers.

- In 2012/13, both institutions jointly agreed to terminate their partnership agreement due to the financial risks relating to the economic crisis in Greece and the declining student numbers on UH programmes.
 - This decision was approved by the University's Board of Governors' and plans for arrangements for exit were put in place. The University was committed to ensuring that the students' learning experience was unaffected by this decision and the continued achievement of the exiting student body was of paramount importance.
 - Additional structures and resources were established to ensure the close monitoring and management of the partnership, including: the appointment of a UH Director of IST; the establishment of an Academic Executive Group; additional support to the students provided by the University and its relevant academic schools.
 - We successfully completed the teaching of the final 50 undergraduate students at IST, who graduated in October 2016.
12. All our legal agreements with partners include a requirement for the partner institution to teach out a sub-contracted programme should either party initiate a termination of the partnership. If a partner institution were, for reasons outside its or the University's control, 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 initiate one of the following:
- Student recruitment at the partner institution would be discontinued, in accordance with the legal agreement.
 - Initially, the University would consider offering support to allow the partner institution to teach the programme until all current students have 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 HE provider continuing to teach the programme, with students ideally continuing on the same programme, or with their consent transferring to a similar programme.
 - Where the programme concerned is franchised, the University would 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 would offer students the subsidised option of transferring to the online programme.
 - Ultimately, if none of the above outcomes were feasible, then the University would undertake to deliver the programme itself, in the same geographical location.
13. We fully understand and take full responsibility for University of Hertfordshire students taught at the Partner institutions named within our OfS 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. We have no current concerns regarding the viability of the Partners contained in our OfS Registration submission. During 2018-19, we will be moving to an annual due diligence process to enable us regularly to assess any emerging risks and take appropriate action to ensure continuity of provision for our students.

Student refunds and compensation

15. The University has a Student Refund Policy which can be found on our website at https://www.herts.ac.uk/__data/assets/pdf_file/0012/140214/refund-policy-2018-19.pdf. This Policy covers the arrangements for the following student refunds:
- Refunds for students in receipt of tuitions fee loan from the Student Loans Company;
 - Refunds for students who pay their own tuition fees; and
 - Refunds for students whose tuition fees are paid by a sponsor.
16. Our Student Refund Policy will become a Student Refund and Compensation Policy for September 2019 entrants. The Refund 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.
17. The 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 refund tuition fees (i.e. in the event of a material change in a course or when a course is discontinued) and they will be enhanced from September 2019 to cover compensation arrangements.
18. The Student Refund and Compensation Policy will cover:
- 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.
19. Any claims for compensation will be considered on a case-by-case basis dependent on the context and the circumstances in which a student finds themselves. The mechanism by which you may apply for compensation will follow our already-embedded complaints policy (<https://sitem.herts.ac.uk/secreq/upr/SA16.htm>).
20. We currently have, and foresee that the University will continue to have, 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 Head of the Student Centre 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.
21. 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.

22. 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:

- An example of a student complaint where we would consider an offer of compensation is where the University had made an administrative error, for example, if the University had incorrectly assessed a student's application to study on an undergraduate course, and they had relied on this information to secure accommodation in the local area and as direct result had suffered direct financial loss.

Communication, guidance and publication

23. 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.
24. 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.
25. 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.
26. Whenever there is a material change to a course, we will continue to utilise current University processes, which include a communication plan for our students. The communication plan will differ depending on what is considered to be most relevant to the students affected.
27. 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 to Academic Services 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.
28. 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 and ratified 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 are monitored by the Academic Development Committee, which is chaired by the Deputy Vice-Chancellor.

External information and guidance for students

29. 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.

30. 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.

31. 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.