

Provider name: The Courtauld Institute of Art  
University of London

Legal address: Somerset House, Strand, London WC2R 0RN

Provider UKPRN: 10007761

### **Student Protection Plan for the period: 2018-2019**

Office for Students Registration: Annex D

## **1. Introduction**

1.1 The Courtauld Institute of Art (The Courtauld) is a small, specialist higher education provider in the area of Art History, Curating and Conservation, and is a constituent member of the University of London federation of universities. It is committed *“to recruiting the best possible students with the highest academic and intellectual potential, regardless of their ethnic, economic or social background, who will gain the most from studying at the Institute”* (The Courtauld Widening Participation Strategy). This document is publically available to all through The Courtauld’s website and is included in the Induction Pack information given to all students at the beginning of each academic year.

The Courtauld is a financially sustainable higher education provider with significant investments held in endowment and as fixed asset investments. The primary function of the endowment is to provide enduring support for the academic mission of The Courtauld by releasing a substantial and reliable flow of funds to the operating budget, unless such a flow is not temporarily required. In addition, The Courtauld raises annually substantial donor funding for scholarships, posts, other specific projects and unrestricted use to further support the scholarship of students.

As a member of the University of London federation, The Courtauld is able to manage significant change or potential closure by negotiating with other colleges within the University of London federation to transfer students. However, events may occasionally occur which mean that unforeseen changes have to be made to modules or programmes. Provision for such events is detailed within The Courtauld's Terms and Conditions.

1.2 The Office for Students Regulatory Framework requires higher education providers to maintain a Student Protection Plan to protect students' interests in the case of material change, such as programme changes, suspensions, closures or institutional closure.

As a small specialist higher education provider with circa 500 students, which only offers eight degrees at undergraduate, postgraduate and research level, we have identified the following risks:

<b>Risk</b>	<b>Likelihood</b>	<b>Impact</b>
A decision has been taken to close or interrupt running of The Courtauld	Low	High
A loss or restriction of University status	Low	High
A strategic decision has been taken by The Courtauld to close a course	Low	High
A decision has been taken not to run a course for the subsequent year	Low	High
Major changes in year to course content	Low	High
The unanticipated departure of key members of Courtauld staff	Low	High
Withdrawal of designation for student support purposes (e.g. The Courtauld is prevented from recruiting students with UK Student Loans or US Federal Student Loans)	Low	High
Removal of Tier 4 Sponsor Licence preventing The Courtauld from recruiting international students	Low	High
Disruption of Courtauld activity, such as temporary closure during term-time not covered by any of the above	Low	High

1.3 If The Courtauld were required to implement the Student Protection Plan, the following communications would be put in place:

- Face to face meetings with students affected to explain the situation and answer questions.

- Discussions with the Student Union to ensure they are fully briefed to enable them to answer questions correctly and refer issues to relevant staff members if they do not know the answer.
- Written (letter/email) correspondence to students affected with a full explanation of what the next steps are and implications.
- Information on our website – Frequently Asked Questions and Next Steps.

## **2. Measures to Inform and Protect Students**

2.1 The Courtauld is committed to communicating any changes to students as early as possible, with clear transparent information and options. Our responsibilities to students and their responses, are set out in The Courtauld Terms and Conditions, which are available on our website and given to every student at their enrolment. Academic Staff are made aware of these obligations through Academic Board meetings and Professional Services staff through regular updates at Team Meetings and annual Professional Services Staff update meeting.

2.2 The Courtauld will take all reasonable steps to minimise the resultant disruption to those services and to affected students. For example:

- The Courtauld has access to a wide range of specialists and experts in the field of Art History to be able to support our students and provide relief qualified teaching, if necessary.
- We may deliver a modified version of the same course.
- Due to the highly specialist nature of our programmes, we have limited opportunity to transfer students to another provider. However, we will provide assistance to affected students to switch to a different provider, if the student wishes.

2.3 If a student transfers to another course or moves to another institution there are likely to be implications for student finance arrangements. The Courtauld will draw on the expertise of the University of London constituent colleges to support students in these circumstances. The Courtauld's Student Advice team will be notified of students affected in the event of any of the above steps being taken and they will contact affected students and provide detailed information, advice and guidance based on their individual circumstances.

## **3. Significant Material Change or Institutional Closure**

3.1 The Courtauld, through its risk management process, is able to identify at an early stage any significant changes and these will be managed in conjunction with higher education regulatory bodies and in accordance with Institute policies.

3.2 Where The Courtauld has no option, other than to close, it will ensure that the student experience is protected by:

- monitoring our financial projections to give sufficient warning to be able to manage a gradual closure of the Institute to ensure that students can complete their

programme of study. Use of our endowment funds in an appropriate way will support the student experience in this situation.

- compensating students where it is not possible to transfer to appropriate programmes at other providers or where because of disruption to their studies they suffer demonstrable, material financial loss.
- merging with another institution to maintain all or part of The Courtauld's current provision.

3.3 Where part or all of The Courtauld campus is rendered unusable for activities involving students, we will consider remedies, such as:

- relocating provision to an alternative location. This may include hiring spaces for programme delivery (where possible nearby) and/or installing temporary buildings on The Courtauld's land (where available).
- revising timetabling to allow all of the scheduled teaching to take part in the available facilities.

This may include student contact sessions being held outside of normal office hours. Where such an approach is taken, appropriate consultation will normally be conducted with stakeholders who may be affected. Appropriate equality impact assessments will also be undertaken.

#### **Loss or Restriction of University Status**

3.4 The Courtauld is a constituent college of the University of London and as such, The Courtauld degrees are issued by the University of London and in accordance with University of London regulations. The Courtauld ensures that its governance, policies and procedures are managed and monitored in accordance with higher education regulatory policy.

In the unlikely event of loss or restriction of University status, The Courtauld will work with the regulatory body to:

- ensure all reasonable steps are taken to minimise the resultant disruption to affected students.
- ensure that, as far as possible, changes are made in a transitional manner.

#### **Withdrawal of Designation**

3.5 The Courtauld assesses and monitors its processes to ensure that withdrawal of designation is unlikely. In the event of de-designation of its courses for 'Student Support' purposes (resulting in the withdrawal of statutory student finance for its courses), The Courtauld will take all reasonable steps to minimise the resulting disruption to students by, for example:

- working with relevant funding bodies to allow enrolled students to complete their year of study/programme;
- where the above is not possible, supporting students to transfer to appropriate programmes at other providers and, where appropriate, financially compensating

students where they suffer demonstrable, material financial loss because of disruption to their studies.

- considering assistance for affected students by providing evidence/letters/statements in support of continuation of their studies.
- merging with another institution to maintain all or part of the current provision.

### **Suspension of Course**

3.6 The Courtauld is a small specialist higher education provider and runs programmes that have a strict limit on the number of students that can be enrolled and taught on these programmes. This ensures that careful monitoring takes place on the viability of courses. The Courtauld has established procedures in place in the event of suspension or closure of a course. Where there is a material impact on students, the effect will be mitigated by the following:

- communication with current students to provide assurance that they will not be adversely affected by the decision and that they are able to complete their studies at the Institution.
- where possible, provision will be made to allow for the completion of studies where 'mitigating circumstances' have been presented.
- consultation with stakeholders who may be affected to ensure appropriate equality impact assessments will also be undertaken.
- future applicants will be notified in accordance with UCAS deadlines, allowing time for students to source an alternative suitable programme elsewhere.

### **Major Changes in Year to Course Content**

3.7 The Courtauld will use all reasonable endeavours to deliver the programme in accordance with the description applied to it in The Courtauld's prospectus for the academic year in which a student began their programme. However, in the event of major in-year changes to course content The Courtauld will ensure that:

- changes are restricted to the minimum necessary to achieve the required quality of experience, and affected students are notified and consulted as appropriate.
- it works with students to ensure the offer is still acceptable.
- where necessary, it allows students the opportunity to withdraw from the programme.
- where required, students will be offered reasonable support to transfer to another provider.

### **Suspension of Tier 4 Sponsor Licence**

3.8 In the event of suspension of Tier 4 Sponsor status, The Courtauld will take all reasonable steps to minimise the resultant disruption to those services and to affected students by, for example;

- working with UKVI to allow enrolled students to complete their year of study/programme.

- allowing students already in receipt of a visa based upon an allocated CAS from The Courtauld to enrol and commence their studies.
- offering students who have not commenced their travel to The Courtauld the opportunity to postpone their application pending the resolution of the suspension.

#### **Revocation of Tier 4 Sponsor Licence**

3.9 The Courtauld, in the event of revocation of Tier 4 Sponsor Licence, will take all reasonable steps to minimise the resultant disruption to affected students by, for example:

- providing assistance to affected students to switch to an alternative sponsor.

#### **4. Disruption to University Activity**

4.1 As a small specialist higher education provider, The Courtauld closely monitors any activities and issues that may cause disruption to its day-to-day operations and delivery of its programmes. Where events result in term-time programme disruption, The Courtauld will consider whether it is practicable to make changes to programme delivery rather than closing or suspending an affected programme.

4.2 Actions to minimise disruption may include:

- temporary short-term suspension of programme delivery (e.g. where there is a change in the programme delivery location or staffing, with appropriate actions to mitigate impact on students).
- changes to the programme delivery location or method.
- changes to the staffing of a programme, e.g. through a review of internal staff resources, including recruitment of specialists, where appropriate.
- provision of reasonable support to students for accessing a programme run by another provider (if possible), including making arrangements for the transfer of credits and information about academic progress.

#### **Loss of Key Staff**

4.3 The Courtauld has a wide network of specialist and expert advisors who can be called on to provide advice, support and expert teaching, if required. Where possible The Courtauld will:

- seek to fill gaps as quickly as possible, by moving other current members of staff with appropriate skills and experience into the vacant post(s) or recruiting externally, to avoid disruption.
- where The Courtauld cannot avoid closing a programme, the policy as outlined in section 3.6 will apply.

4.4 The Courtauld's Business Continuity Plan covers other actions affecting business continuity, such as acts of terrorism, damage to buildings or equipment.

## **5. Feedback**

5.1 Students wishing to provide feedback regarding The Courtauld's management of the process of change should follow The Courtauld's complaints procedure, which is available on The Courtauld's website. All complaints are carefully reviewed and monitored and appropriate action is taken. Feedback from students and other stakeholders is valued, as it helps to drive improvements in processes and procedures.

## **6. Refunds of Fees and Compensation Policy**

### **6.1 Refunds**

- Where The Courtauld is not able to teach out a course and, in its reasonable academic and professional judgment, there is no suitable alternative course at The Courtauld, students will be given the option of ending their contract. In these circumstances, students will be refunded fees as per The Courtauld's Refund Policy (available on the institute's website) and not be under any obligation to pay any further fees.
- Where The Courtauld is not able to teach out a course, and in its reasonable academic and professional judgment, it is able to deliver an appropriately modified version of the same course or there is a suitable alternative course at The Courtauld, but the student does not wish to transfer to that course, the student should be given the option of ending the contract. In those circumstances, the student is not under any obligation to pay any further fees but is not entitled to any refund of fees already paid.
- Tuition fees are refunded in the same way that they are received. Where fees are paid directly by students, they are refunded to the student. Where fees are paid by way of tuition fee loan from the Student Loans Company, they are refunded to the Student Loans Company. Where tuition fees are paid by a sponsor, they are refunded to the sponsor.

### **6.2 Compensation**

- In the circumstances described in paragraph 6.1 above, The Courtauld will consider reimbursing a student's reasonable maintenance and accommodation costs, where these have been wasted costs as a result of the inability to teach out the course and/or offer a reasonable alternative course.
- Where students are materially delayed in completing their courses because of an interruption to their studies within the scope of this Student Protection Plan that is within the reasonable control of The Courtauld, we will consider claims for other losses (e.g. lost time claims, or additional maintenance and accommodation costs) on a case-by case-basis.
- Where students transfer to alternative courses at The Courtauld or where they are materially delayed in completing their existing course at The Courtauld through an interruption to their studies that is within the reasonable control of The Courtauld, it will ensure that any bursaries that were offered to students as a condition of offer are maintained throughout their studies.

## **7. Review of Student Protection Plan**

The Student Protection Plan is reviewed and approved on an annual basis by the Senior Management Team, the Student Union and by Academic Board.



<b>STUDENT PROECTION PLAN</b>			
<b>Contact point for this document:</b>	Head of Student and Academic Services		
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