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Student protection plan for the period 20/21 and until further notice

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.

Introduction:

Birmingham City University takes its contractual relationship with its students extremely seriously, and has always committed to ensuring delivery of the experience our students expect. Our assessment is that there is no significant risk to our ability to continue to do this in the foreseeable future.

Our policy is that in the event of a decision to close a programme we will always protect the student interest by teaching out that programme. We do not anticipate that we would be in a position where this was not the case.

The University has a broad portfolio of courses, with the vast majority having equivalents elsewhere in our region so that we would easily be able to make arrangements for our students to transfer if for some reason we found that we were unable to teach out.

In relation to our specialist provision, it will be noted that the majority of this provision sits within the Royal Birmingham Conservatoire; programmes in this area are covered by a well-established reciprocal agreement through Conservatoires UK. As a result, there is only a very small set of programmes where no equivalent exists. However, as is stated, the University's expectation is that it would always teach out any programmes.

In this SPP we have considered:

1. The general risks to programme sustainability
2. Particular risk mitigation in relation to specialist programmes
3. Management of any risks at module level
4. Risks to PGT and PGR programmes
5. Franchise students

[1] General risks to programme sustainability:

We have considered whether there is any risk that the university would need to terminate its activities at such short notice that it would be unable to teach out programmes. Our assessment is that the risk of the University as a whole being unable to operate is small. We have demonstrated a sustainable financial position for a number of years, and recruitment has held up well, even from overseas, during the pandemic. We have seen a significant increase in our overseas student enrolment since 19/20, a trend which shows all signs of continuing. Should we experience a financial impact from changes to student numbers or tuition fee levels, we are confident that our standard strategic planning processes will enable us to adapt appropriately, as they have done in the past, and will minimise the impact on our enrolled students.

We have considered whether there might be a risk to the student experience from other forms of interruption to our activities - for example, a major incident of terrorism, or a flood or a fire. We are confident that in such an event our students would be protected by our existing business continuity plans.

We have considered whether there is any risk to students from a change of the location of programmes. This is something that can happen, but we can confirm that we currently have no plans for significant change to our current campus structures (having recently completed a major restructure of our estate). Should we decide to move individual areas of provision between campuses, the impact on students will be carefully considered and affected students consulted in advance, but there are good internal transport links within Birmingham that would minimise any potential impact. We therefore consider the risk in this area to be very low.

In relation to course closure plans, we are cognisant of our responsibilities under consumer law, and we do not close courses once they have been publicised unless we are confident that the interests of potential students has been protected, for example through consultation with applicants.

[2] Mitigation of risks on specialist programmes:

As has been noted, the University runs a small number of courses that are highly specialist, including some where we are the sole provider in the West Midlands or the country. In our assessment, these are restricted to one area of the faculty of Arts, Design and Media, and some provision within our Faculty of Health Education and Life Sciences. In our Institute of Fashion and Jewellery we have some niche provision where there are few other providers, and some provision (such as Gemmology) where we believe we are the sole provider. The School of Jewellery (now a part of the Institute of Fashion and Jewellery) has been in operation since 1890, which itself is an indication that its highly specialised and niche provision does not pose issues of sustainability. Moreover, this subject area is extremely well supported by the industry and its graduates, with partnerships including overseas, being sufficiently strong that we can expect their support in the event of a major issue that might otherwise prevent us being able to teach out courses.

As an institution, we are therefore confident that even in the unlikely situation where niche subject areas became unviable, we would be able to restructure our staffing base and financial costs to enable students already enrolled to complete their courses. We currently have no plans to close any courses in specialist areas.

[3] Management of risks at module level:

We have also considered the risk in relation to module level components of programmes. Again, our assessment is that the risk that we are no longer able to deliver material components of our courses is extremely low. This is because we design our core modules to be taught by integrated teams of academic staff. As a result, even if one member of staff were to leave, others would be able to cover the teaching on these core modules. We note that across the University there are inevitably some niche modules, designed to take advantage of the particular expertise or research engagement of members of academic staff. These modules are always offered as optional modules and any changes to the offer of optional modules are made clear to students in advance. Where we need to make material changes to modules or courses, these are generally only implemented for future cohorts (unless they materially benefit existing students, in which case they may be run in parallel with the previous standards).

We have a number of courses which require students to pass one or more placements before they can be awarded their qualification, especially in the areas of Health and Education. We have considered whether any significant risk arises in relation to the placement requirements. We have a number of staff employed specifically to source these placements, and maintain close relationships with key providers. As a result, we are confident in our guarantee that all students on such courses will be provided with a placement, or an alternative arrangement as permitted by professional bodies for example during the pandemic – we make no such guarantee for those who wish to undertake an optional placement, or who need to repeat a placement due to unsuccessful completion of a previous one.

[4] Risks on PGT and PGR programmes:

The University has a broad portfolio of post-graduate taught programmes. Some of these are highly specialist, as would be expected at post-graduate level. The specialist nature of these programmes can create greater risk to sustainability in the medium term. However, the viability of programmes is kept under annual review. Moreover, the comparatively short duration of the programmes enables us to be confident in our ability to follow our normal policy that we would teach them out, and we would therefore expect to be able to support students to complete their programmes of study. For post-graduate research programmes, our processes require us to have in place supervision packages, so

that even in the event of staff leaving the institution we are confident that we will be able to continue to provide support and supervision to the doctoral student.

[5] Franchise students:

Students studying on franchise courses (i.e., for a Birmingham City University award through a different provider such as an FE college) are also covered through this protection plan. As many of these courses run with smaller cohorts, they are at greater (although still relatively low) risk of closure, especially if our partner institution is operating in a challenging context that is out of our control. We have a thorough process of partnership liaison and review to ensure we have a good understanding of our partners, and are not aware of any franchised courses that are currently at risk of closure. Should any course close unexpectedly, we apply the same principle of teaching out to our franchise courses as we do to any other Birmingham City University award.

[6] Transnational education:

We have a policy of teaching out all programmes if we change the locations of our transnational education activity. This is a normal part of TNE and which we have managed already on a number of occasions.

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

Given our history of financial sustainability and high levels of quality assurance, we do not believe that either individual subject areas or wider parts of the University are at high risk. As has been noted, we operate a general principle of teaching out provision (i.e., supporting enrolled students to complete their course with us in line with our contractual commitments), and have a process in place which ensures the security of arrangements for the teaching out and monitoring of courses which are closing. This process applies to all BCU students, regardless of whether they are studying at the University itself, or through one of our partners.

We have articulated the mitigating measures that are in place to ensure that we can be confident of being able to meet our commitment to teach out any students impacted by programme closure. However as an additional measure to provide further assurance, it should be noted that the University is a member of the West Midlands Combined Universities Group. The group is comprised of the universities of Wolverhampton, Coventry and Birmingham City University. The group has entered into an agreement to provide support to each other's students where necessary and feasible in the event that an individual university found itself unable to meet its commitments to students. We are also members of the Midlands Credit Compass which facilitates credit transfer between BCU, Coventry, Derby, Nottingham Trent and Wolverhampton. These are therefore additional 'safety net' measures.

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

Our refunds and compensation policy which takes effect when the student protection plan is triggered is attached to this plan in Annex 1.

Reasonable costs of teaching out provision that is at higher risk for a significant period of time can be met through our current financial reserves. It should be noted that, given the location and state of our estate, we have significant capital assets that could be liquidated to provide any additional capital that would be required for longer-term contingencies, student support or compensation arrangements. With our estate bordering on the land being used to build HS2's Curzon Street Station, we are confident that this value will remain stable or increase in future years.

4. Information about how you will communicate with students about your student protection plan

Should any aspect of this plan need to be implemented, we will communicate with our students in writing as far in advance as possible (typically through our Virtual Learning Environment Moodle). Opportunities will also be created for students to discuss the impact on them with appropriate members of staff, such as their programme leaders. Apart from in exceptional circumstances, we will not implement material changes to courses during the academic year, with staff-student liaison committees being consulted in advance of any changes being approved. Students have access to independent advice through a range of mechanisms, including the Birmingham City University Students' Union Advice Centre.

We will publicise our student protection plan to current and future students through a range of channels, including email and publication on both our intranet and external website. Additionally, it will be distributed to future students alongside our other Terms and Conditions.

We will ensure that staff are aware of the implications of our student protection plan when they propose course changes by providing clear guidance on our intranet and communication via staff newsletters. Given that we operate on a 'no detriment to students' principle, any changes will only be approved for future cohorts of students apart from in cases where they are of benefit to current students.

We will review this plan regularly, and will ensure that any changes are appropriately communicated to any affected students. We have student representatives on a number of our senior management committees (including the Board of Governors), who will be involved in these reviews.

Annex 1 - Refund & Compensation Policy for Course Closure in circumstances where the University is unable to provide continuation of study to teach out the course - effective from 19/20

1. Birmingham City University takes its contractual relationship with its students seriously and is committed to doing everything in its power to enable continuation of study as set out in our Student Protection plan.
2. This Policy covers refunds and compensation arrangements in exceptional situations where the University is not able to provide continuation of study because of a rare event that has triggered the Student Protection Plan for some or all students. This Policy should be read in conjunction with the Student Protection Plan and the terms and conditions of the Student Contract for the appropriate year.
3. The Student Protection Plan provides examples of rare events, such as flood or fire, giving rise to circumstances in which the University has to close a course and is unable to teach out existing students. It may also include circumstances where the university: loses the right to teach out an accredited course; loses its degree awarding powers; or loses its licence to register international students.
4. This Refund and Compensation Policy for Course Closure is applicable when the Student Protection Plan is triggered and applies to:
 - students in receipt of tuition fees loan from the student loans company;
 - students who pay their own tuition fees; and
 - students whose tuition fees are paid by a sponsor.
5. This policy does not apply to planned course closures with teach out of existing students which do not trigger the Student Protection Plan. In the case of planned Course closures the University will make plans to teach out the course. Student concerns and complaints about planned course closures fall outside of the scope of this policy and are covered by our existing Student Concerns and Complaints Procedure (which includes refunds and/or compensation where appropriate) with ultimate recourse to the Office of the Independent Adjudicator.
6. In cases where the Student Protection Plan is triggered, following an incident such as a fire, we commit to exploring options to relocate to suitable alternative premises nearby. Where we are unable to provide continuation of study we will consult with students and discuss measures to mitigate the course closure by transferring students to another University to enable course completion. Please note that it may not be possible to consult students in advance in all cases, for example, in emergency situations. If your course is temporarily transferred to another University and you need to incur additional travel costs, the University will compensate you for reasonable additional travel costs incurred as a result of the temporary transfer of your course.
7. In the case of course closure and permanent transfer to another provider, the University will refund any fees for periods of study that are not recognised by your new provider and will provide compensation for reasonably incurred additional costs such as maintenance or travel costs that you cannot reasonably avoid. As each situation and students' individual circumstances will be different, it is not possible to specify in advance what compensation would be appropriate, but the University's intention is that as long as additional costs are reasonable and you act in a reasonable manner to minimise your losses, the University will seek to ensure that you are not out of pocket as a result of

the transfer. This includes the transfer of any Scholarship (or equivalent amount where transfer is not permitted by an external funder) where eligibility criteria continue to be met.

8. In the case of course closure where the University is unable to make alternative teaching arrangements to enable continuation of study at Birmingham City University, or with another provider, the University will refund tuition fees (or a proportion of tuition fees where an intermediate award is made). The University will also refund any appropriate losses directly incurred by students, such as the cost of a visa, accommodation, and maintenance costs. In cases where we are unable to continue the course or transfer a student to another provider, exceptionally, the University may also make a payment for inconvenience or lost time.