

# University of Bolton Student Protection Plan

2024-25

**Please note:**

*Students who are enrolled on a University of Bolton programme with a collaborative provision partner is registered with the Office for Students and has its own Student Protection Plan. In*

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*If you are studying a University of Bolton degree or other award at a partner college or you do not know who this person is please contact your programme leader.*

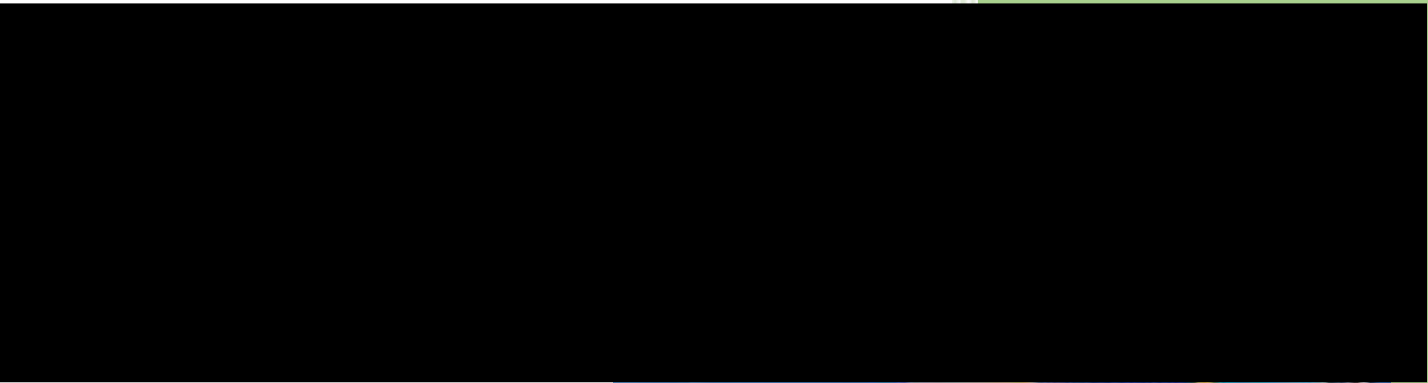
*If you are an apprentice at the University of Bolton, this document should be read in conjunction with the Apprenticeship and Employer Complaint Guidance 2024-25*

<https://www.bolton.ac.uk/student-policy-zone/student-policies-2023-24/apprentice-and-employer-guidance-23-24>

*This Student Protection Plan recognises and accepts the provisions of OfS Regulatory notice 6:*

*Condition C4 (Student protection directions)*

<https://www.officeforstudents.org.uk/media/2f006cca-162f-48a0-97c2-3e9fe8a4b255/regulatory-notice-6-student-protection-directions.pdf>



## STUDENT PROTECTION PLAN

As a registered higher education provider, the University of Bolton, like all other universities in England, is required to publish a 'Student Protection Plan'.

This Student Protection Plan spells out what the University is doing to prevent serious disruption to your studies and what it will do if your studies were to be seriously disrupted.

A Student Protection Plan covers the following:

- an assessment of the range of **risks** to the continuation of study for University of Bolton students, how those risks may differ based on students' needs, characteristics and circumstances, and the likelihood that those risks will crystallise;
- a description of the **controls** the University has put in place to prevent disruption occurring.
- a description of the measures that the University has put in place to **mitigate** those risks that it considers to be reasonably likely to crystallise;
- information about the policy the University has in place to **refund** tuition fees and other relevant costs to its students and to provide compensation where necessary in the

STUDENT PROTECTION PLAN (INCORPORATING REFUNDS &  
COMPENSATION POLICY)

**University**

## Section One

*Terms and Conditions of Enrolment 2024-25*

[https://www.bolton.ac.uk/assets/Terms-and-Conditions-of-Enrolment-Entry-2023\\_24-December-2022.pdf](https://www.bolton.ac.uk/assets/Terms-and-Conditions-of-Enrolment-Entry-2023_24-December-2022.pdf)

[https://www.bolton.ac.uk/assets/Terms-and-Conditions-of-Enrolment-Entry-2023\\_24-Apprentices-December-2022.pdf](https://www.bolton.ac.uk/assets/Terms-and-Conditions-of-Enrolment-Entry-2023_24-Apprentices-December-2022.pdf)

*Modifications to a Taught Programme*

<https://www.bolton.ac.uk/assets/Student-Policy-Zone-2023-24/Modification-to-a-Taught-Programme-2023-24.pdf>

## SPECIFIC RISKS AND ASSOCIATED PROTECTIONS

In addition to the above general considerations, the University recognises a number of specific risks, which while unlikely to occur, are areas where we have specified how we will seek to control the risk (i.e. try and prevent it happening). In other areas we have considered risks which might occur and what we put in place to mitigate (minimise) their impact.

### **7. Student Visa Sponsorship Status**

Issue: The University must have a Student Visa Sponsorship licence to enable non-UK students to study at the University.

Risk: that the University/F1 10.5 Tf1 0 0 1 55.02 465.82 Tm0 g0 G[ )TJETQq0.000008881 0.000061031

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## 8. Collaborative Provision

**Issue:**



HEFCE over the last few years as satisfactory.

The University experienced good recruitment of UK Home students in 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 to its undergraduate programmes in the majority of the academic areas. For example, the University experienced strong demand for its programmes in areas such as Nursing,

Likelihood: Low

Evidence: There are no implications for existing University of Bolton students. HE students in the College were taught out for the remainder of the 2018-19 academic year, as the last cohort of HE students contracted directly to the College. After that date any HE students taught at Bolton College will be contracted to the University. The governance, planning and funding arrangements for the enlarged group have been reviewed and approved by the Department of Education, having previously been endorsed by HEFCE and the ESFA.

Mitigation: The University and Bolton College worked collaboratively and discussed and shared documents in relation to Student Protection issues in

access to campuses of other providers). We will also give customised support for students with any mobility or other special needs to ensure they have full and fair access to continued educational opportunity. In all cases students would be supported to find the most appropriate educational arrangement to effect continuity of study, and funding would be available to ensure that no student is unreasonably disadvantaged in accessing such arrangements (for example students with mobility challenges when the most appropriate arrangement may involve travel).



to communicate clearly with students as to the nature of the changes, the actual or potential impact on them, the reasons for the changes and what their options are. Individual support on academic aspects will be provided by personal tutors and pastoral support will be available through our **Student Services** team including specialist psychological support from our on-site cognitive behavioural therapy service. Working closely with the Students' Union, **Student Services Funding Advisors** will be available to help students understand the funding implications of any transition in recognition of the complexities and uncertainties that such changes can entail.

30. We will put in place arrangements to allow our students to have access **to independent advice** where appropriate if we need to implement the measures in our student protection plan in relation to changes of institution. This might include facilitating support from the Students' Union locally and, where appropriate, from NUS nationally. Beyond this, we will always seek to ensure that students have the option of securing independent advice from career and academic advisers from outside their School or Faculty.

## **Appendix 1**

### **Refunds and Compensation Policy – University of Bolton**

#### **Statement by the University of Bolton Students' Union**

*The University of Bolton Students' Union was consulted on this policy when it was originally developed and is involved in reviewing it on an annual basis.*

*The Students' Union is part of the SPP Review Group and is involved in assessing the SPP and improving it year-on-year as necessary.*

*The Students' Union considers this policy to be fair and proportionate, in line with best practice across the UK and the requirements of the Office for Students. The Students' Union will continue to work in partnership with the University in order to ensure that the interests of all students are taken seriously, responded to effectively and, where appropriate, and if there is no satisfactory alternative, that there is a refund or compensation if things go wrong.*

#### CONTENTS

1. Introduction
2. What is the difference between Refunds and Compensation?
3. Considering claims for compensation

## 1. Introduction

We seek to make our polices and practice





- the basis for a claim – such as loss of teaching time or material impact on learning outcomes and future prospects
- consider the fact that in the case of a reduction to a student's tuition fee which is covered via a loan from the Student Loans Company (SLC), the institution will need to complete a Change of Fee Notification with the SLC. The student's loan repayments will then be altered to reflect the reduced amount.

4. What happens in relation to refunds for students in receipt of tuitions fee loan from the Student Loans Company?

Where the University is the direct provider or 3Qm48TETQ q0.000000 00181 0.01006 595.08.842.52 reW\*nBT/F1 10.5 Tf1 0 0 1 102.6 higher education of a third party, it will seek to provide continuity of study through course teach out or by transfer of students to 550JSLF 000088 0 000000 0550598 42.52 reW\*nBT/F1 10.5 Tf1 0 0 1 102.6 another SLC provider or course as appropriate

The University will ensure that it supports the student and the SLC to transfer future fee loan arrangements for the continuation of study to the new provider. The University will not compensate students in relation to prior loans unless it would be unreasonable not to do so (eg it would be unreasonable to expect the student to continue with their studies at the new provider).

Where the University is not in receipt of funding from the SLC for payment of student tuition, as for example in a validation arrangement (where the programmes of a third party are validated for academic credit and awards by the University), the University will expect the SLC to transfer tuition funding arrangements to the University in order to support the satisfactory continuation of study by students at 2 reW\*nBT/F1 10.5 Tf1 0 0 1 464.02 606.94 Tm0 g0 G[ ])TJETQq0.000008

additional travel costs for students affected by the change or provide travel support (eg through a timetabled minibus service).

8. What happens in relation to student bursaries which have been awarded by the University?

In the unlikely eventuality of failure to preserve continuation of study and the student transfers to a different provider, the University will ensure that the bursary arrangements are honoured, either by the new provider or by the University.

9. In the context of non-continuation of provision, what happens in relation to compensation for maintenance costs and lost time where it is not possible to preserve continuation of study?

We will reimburse students a reasonable proportion of additional maintenance costs and lost time where it is not possible to preserve continuation of study where these are not covered elsewhere (eg by existing SLC maintenance grant or loan) and directly attributable to the non-continuation.

10. In the context of non-continuation of provision, what happens in relation to compensation for tuition and maintenance costs where students have to transfer courses or provider?

The University will endeavour to ensure that students can transfer to a different provider and will pay reasonable additional costs to ensure a smooth transition. In line with its existing policies the University will consider compensation payment for disruption and distress in line with the UUK principles highlighted under the section above 'Considering claims for compensation or refunds'

11. General Considerations and Principles

- a. Refunds or compensation will not be made in respect of modules or years or stages of a programme for which academic credit has already been awarded



Version Control

| STUDENT PROTECTION PLAN (inc Refunds and Compensation Policy)

