

Provider's name: **University of Newcastle upon Tyne (trading as Newcastle University)**

Provider's UKPRN: **10007799**

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## **Student Protection Plan for the period 19<sup>th</sup> July 2018-19**

### **1. Introduction and assessment of risks**

1.1 Newcastle University is committed to ensuring that all students registered with the University, at any of its locations, have the opportunity to achieve optimum academic outcomes from their studies. This commitment includes the measures outlined in this Student Protection Plan, which is supported by more detailed policies and procedures. Links to these documents are provided throughout this Plan where appropriate.

1.2 A summary of the provisions of this Student Protection Plan is being prepared for students and will be made available to students via the channels described in Section 4 of this Plan.

1.3 The provisions of this Student Protection Plan apply to all students registered on programmes leading to a Newcastle University award:

- Students based at the main Newcastle University campus in Newcastle upon Tyne
- Students following online programmes leading to a Newcastle University award
- Students based at the Newcastle University London site
- Students based at the NUMed campus in Malaysia
- Students on Newcastle University programmes delivered jointly in Singapore with Singapore Institute of Technology
- Students based at the Newcastle University Research and Innovation Institute Singapore (NewRIIS)
- Students registered on a programme delivered through a partnership with an external provider, where Newcastle University is the awarding body for the programme
- Students on Newcastle University-validated pathway and pre-sessional programmes delivered by INTO (in London and in Newcastle) \*

*\*Note: The assumptions made in this Student Protection Plan are based on the designation of the Newcastle University London site as a **branch campus of Newcastle University**. The provisions of this Plan therefore apply fully to students based at Newcastle University London on Newcastle University degree level programmes.*

*INTO Newcastle University is an **embedded college**.*

*All of the pathway and pre-sessional programmes delivered for Newcastle University by INTO (both at INTO Newcastle University and at the Newcastle University London site) are Newcastle University validated programmes, and thus subject to Newcastle University's quality assurance and overview procedures. The provisions relating to Terms and Conditions and refund / compensation policies are owned by INTO.*

*Advice is being sought as to whether all INTO Joint Ventures may need to register separately with the Office for Students.*

1.4 The University makes all reasonable efforts to deliver the taught and research programmes of study and other services and facilities as described on its website and in its printed prospectuses and other marketing information for entry in a given academic year. The University's [Policy on](#)

[Changes to Programmes](#) sets out the definitions and procedures for a range of possible changes, including, but not limited to:

- Minor changes
- Major changes
- Programme withdrawals and suspensions

1.5 Sometimes it will be necessary to make minor changes or adjustments which do not involve amendments to a programme's aims, learning outcomes or structure. Minor changes include changes to module outline forms and changes to programme regulations and specifications that are a normal part of the annual maintenance of modules and programmes. These changes might also include:

- Changes to the timetable, local delivery point (in the same campus location), number of classes and method of delivery of programmes of study, provided such alterations are reasonable.
- Changes that may affect topics, modules and options within degree programmes, and / or additional opportunities such as placements, field trips and exchange visits.

Any such adjustments will only be made provided the overall programme of study retains its academic coherence and covers the academic discipline or disciplines in an appropriate manner as intended.

1.6 In less common circumstances, it may be necessary for the University to make material or major changes to its provision in order to improve the programme, respond to student feedback or in response to unforeseen or changed circumstances. Material or major changes include those which are strategic in nature, involving fundamental changes to the programme aims, learning outcomes, assessment and/or programme structure of an existing award. In some cases, material or major changes can arise from necessary changes to the University's statutes, regulations, policies and procedures (for example, in the light of changes in the law or the requirements of the Government or the University's regulators). Examples of material or major changes are included in the [Policy on Changes to Programmes](#).

1.7 In rare circumstances it may be necessary for the University to withdraw or suspend a programme of study. The [Policy on Changes to Programmes](#) describes the procedures to be followed by the University in these circumstances.

1.8 There are a number of possible triggers for such changes, which include, but are not limited to, the circumstances below. The triggers most likely to have a significant impact on students are listed below according to the perceived level of impact, likelihood and risk at the time of writing of this Student Protection Plan. (Other triggers with low impact and low risk are not listed here.)

1.9 The actions which the University will take to support students in the event of such circumstances, leading to major or material changes, are described in Section 2 of this Plan.

#### **A: Very high impact but very low probability, therefore very low risk**

- A decision to close the University
- Declaration of bankruptcy of the University
- Loss or restriction of University status
- Withdrawal of the University's designation for student support purposes (meaning that Home fee-paying students would not be able to access fee loans or maintenance loans)
- Catastrophic loss of premises or facilities

*We are confident that the above risks are negligible in view of the University's current status as an established provider of long standing, with robust governance, a strong financial position and a resilient approach to risk management and strategic and financial planning. The University's [Integrated Annual report 2016-17](#) which includes the annual Financial Statements, is publicly available on the University website. The University has well-established risk assessment and review*

processes which underpin the continuity of its operations and are linked to comprehensive business continuity plans.

## **B: High Impact but low probability, therefore low risk**

- **Failure to maintain an approved Access and Participation Plan**

*Newcastle University has maintained an approved Access Agreement (with the Office for Fair Access- OFFA) since 2006 and has a national reputation for its excellent, sector-leading work in widening participation. Good progress has been made against challenging targets, and the University is in a strong position to maintain an Access and Participation Plan which meets the requirements of the Office for Students.*

*Failure to maintain an approved Access and Participation Plan would particularly affect current students from underrepresented groups who are in receipt of bursary support and would also have a potential impact on their progression and success profile through the withdrawal of specific support programmes.*

*A more fundamental impact would be that the income to the University from Home undergraduate fees would be significantly reduced, affecting programme delivery and other resources and facilities.*

- **Closure of a whole programme because of loss of market viability or insufficient enrolments**

*We consider this risk to be low, overall, because of our confidence in our market position and popularity as a destination. Nevertheless we accept that it is always possible for it to be necessary to discontinue a programme, with appropriate advance notice, to reflect changing market trends. Mitigation measures are outlined in Section 2 of this Student Protection Plan.*

- **Loss of accreditation by a regulatory body**

*Our established reputation and experience as a provider of accredited programmes in many disciplines, and our rigorous approach to preparation for re-accreditation, mean that we consider this risk to be low. Nevertheless, we are mindful that periodic re-accreditation processes by regulatory bodies could lead to the possibility that a programme or group of programmes loses its accreditation. This would particularly affect those students whose eligibility to practise in a given profession is dependent on accreditation and may be a higher risk because loss of accreditation could happen quickly. Mitigation measures are outlined in Section 2 of this Student Protection Plan.*

- **The ending of a relationship with a provider of pathway or English language preparatory programmes**

*Newcastle University has an established and effective partnership with INTO University Partnerships (INTO Newcastle University since 2007) for the provision of English Language preparatory and Pathway programmes and, since 2015 with INTO at the Newcastle University London Campus. The contracts in place include a legal obligation on partners to ensure that no students are disadvantaged by the ending of a partnership.*

*Students who have an expectation of progression to a Newcastle University degree programme (subject to achievement of the necessary academic criteria for entry) from a pathway or pre-sessional programme may be at particular risk if the partnership with INTO were to be ended, and arrangements to mitigate this impact would be a priority.*

- **Bankruptcy / competitor takeover of a partner organisation which provides pathway or English language preparatory programmes (INTO)**

*This is considered to be a low risk, because of the established reputation and sustainability of INTO as an organisation, but may have a significant impact on students following pathway or English language preparatory programmes with an expectation of progression to Newcastle University degree level programmes.*

- **Loss of premises, facilities and utilities**

*The University has in place robust business continuity arrangements which include collaboration with other providers in the event of loss of premises facilities or utilities. In the event of the loss of a major building or facility (for example, as a result of a fire, flood or other event) the mitigation*

arrangements might include a temporary relocation of services to another site or another provider. This may have a particular impact on students in need of adjustments (eg for mobility support).

- **Loss of IT infrastructure**

*Whilst the likelihood is low, and any loss likely to be of very short duration, the dependence on IT and digital solutions systems is fundamental to delivery of programmes of study, through the overall IT infrastructure and the virtual learning environment. The impact would be highly significant, and would also affect the interfaces between the University's systems and those of our partner and overseas operations. The University has measures in place to mitigate this risk, and these are being revised in anticipation of cloud-based IT provision to be implemented as part of the University's new IT Strategy.*

### **C: High impact and low to moderate probability, therefore moderate risk**

- **Loss of Tier 4 sponsor licence (the UKVI licence allowing the University to admit and teach international students)**

*The University has a long and established history as a Tier 4 student visa sponsor. We have consistently had an extremely low level of visa refusals, and the confidence of the UKVI in our compliance is evidenced by the fact that we have been identified to participate in the Visa Pilot for Postgraduate Taught programmes. Our student attendance monitoring and other compliance arrangements are robust and comprehensive and we have absolute confidence in the measures in place to ensure that we meet our sponsor obligations. The arrangements we have with our INTO partners (in Newcastle and London) are aligned with our overall University approach. Recent audits by UKVI have been positive.*

*Nevertheless we acknowledge that an inadvertent breach could result in an audit and possible loss of sponsor licence at short notice. This would have a very significant impact on international students studying at Newcastle University under the terms of a Tier 4 visa and would necessitate immediate and effective mitigation, as outlined in Section 2.*

- **A decision by the University to close at an earlier date than intended an international campus or its site in London**

*The University has made a long term commitment to the Malaysian campus (30 year lease commenced in 2011). The partnership with INTO for the London site was opened in 2015 and runs until 2029 at the earliest. The arrangements in Singapore operate in partnership with the Singapore Institute of Technology. The current partnership is valid for 5 years from 2017-18, with the option of a further 5-year extension, subject to review. Our activities in Singapore include the Newcastle University-owned NewRIIS, opened in 2017 with an open-ended contract (small numbers of PGT and PGR students).*

*Whilst operations at the two international campuses, NewRIIS and our site in London are subject to periodic review, we have legal agreements in place which we expect to maintain.*

*In the case of the international campus operations, in-country reviews and/or changes to the regulatory frameworks in those countries could pose a risk outside the control of Newcastle University.*

*In all four cases a planned decision to withdraw in accordance with the existing legal agreements would be managed in such a way that the student provision would be delivered as advertised, and there are pre-defined teach-out arrangements in place. In the event of force majeure or a decision by the University to end its operation earlier than planned this may pose a particular risk to students who might be unable to take up alternative options at the main Newcastle University campus or elsewhere (for example because of caring responsibilities, the need for adjustments, inability or unwillingness to travel, or difficulty in securing a visa).*

- **The ending of a collaborative or partnership arrangement with another provider in the UK or overseas**

*We consider this risk to be low/moderate. We have robust oversight of these arrangements through our University Learning, Teaching and Student Experience Committee (reporting to Senate) and through Faculty- and Cross-Faculty Learning and Teaching Committees. The legal partnership agreements which underpin these collaborative programmes include clauses which specify the*

*timescales and arrangements for continuity or teaching out of programmes in the event of the partnership being discontinued.*

- **Loss of continuity of programme delivery or postgraduate research student supervision following the departure of key staff**

*We consider this risk to be moderate, especially where particular expertise may rest with one individual. Whilst we do not anticipate any specific issues in 2019-20, we have robust arrangements in place to mitigate the impact of such a change if necessary (see Section 2)*

- **Temporary disruption to normal delivery caused by an emergency situation outside the reasonable control of the University (for example, an epidemic or pandemic; failure of a utility service; and 'Act of God' or other *force majeure*, including industrial action affecting programme delivery or assessment)**

*Information on emergency situations can be found in Regulation W75 of the University's General Regulations. Whilst we consider the risk of temporary disruption to normal delivery to be moderate, particularly through emergency situations such as industrial action, we are confident that our arrangements to mitigate impact are robust and resilient. Further information is included in Section 2, below.*

## **2. Measures to mitigate key risks**

2.1 In this section, we outline the steps the University would take to mitigate the impact on students in cases of loss of continuity of study. Our focus is on the high-impact risks with low or moderate probability, as listed in Section 1, during the academic year 2019-20. Students are also encouraged to refer to the summary version of this Student Protection Plan, and to the [Terms and Conditions](#) which form part of the University's contract with students when they register with the University.

2.2 Please note that minor changes / adjustments to programmes, where the overall programme of study retains its academic coherence and covers the academic discipline or disciplines in an appropriate manner as intended, are not within the provisions of this Student Protection Plan.

The University is entitled to make reasonable changes to a programme of study, including to the content and syllabus of the programme where developments in the subject area make that necessary, or the location of the programme (eg to a different building on the same campus) or the method of delivery of the programme, where that will enable the University to deliver an equivalent or better quality of educational experience to students enrolled on the programme.

2.3 Full details on the University's approach to handling both major changes and minor adjustments to taught programme (including MRes, Integrated PhDs and professional doctorates) are included in the [Policy on Changes to Programmes](#). This policy is reviewed regularly and was last modified in October 2016. Further changes to take account of consumer protection legislation will come into effect from 2018-19.

2.4 This Student Protection Plan applies to the following major or material changes or key circumstances that might affect a programme of study:

### **A: Discontinuation or withdrawal of a Programme**

2.5 The University's overall approach to the protection of students' interests in the case of discontinuation or withdrawal of a programme is as follows:

- The University will take every reasonable step to deliver programmes and educational services as described on our website or in printed publicity and marketing materials or other formal documents. Sometimes circumstances beyond the reasonable control of the University mean that we cannot provide such programmes or services. These circumstances are summarised above in Section 1 of this Plan, and emergency circumstances are also listed in the [University's General Regulations](#) (clause W75).
- As a matter of principle, the University's approach is to make arrangements to 'teach out' programmes which are to be withdrawn, to ensure that students who are already studying on

the affected programme(s) can complete their original programme of study. All proposals for programme withdrawal must specify how teaching out will be provided. In these circumstances, students will also be informed of other options available (such as transfer to another Newcastle University programme or to another institution, carrying credit from their Newcastle University study) if they do not wish to continue their original programme under the arrangements for teaching out the remainder of the programme.

- If it is not possible to enable a student to complete the original programme, the University will make every reasonable effort to cater for and support the student, by providing appropriate choices and alternative options.
- It is acknowledged that the option of 'teaching out' may not be appropriate for some programmes or some students. In the event that a student does not wish to accept any revised arrangements or the opportunity to transfer to a replacement programme and notifies the University in writing within reasonable time (normally 60 days) of being formally informed in writing of the change, the University will make an appropriate refund of any deposits or University fees paid in accordance with the University's [Credit Policy](#). (See Section 3 below, which also outlines compensation arrangements.)

## **B: Material or major changes to a Programme**

2.6 Material or major changes to programmes will normally come into force with effect from the next intake of students or, if this is not appropriate, following consultation with current students. The following mitigation actions would be taken:

- The University will aim to minimise such changes and will make every reasonable effort to notify and consult with registered students in advance of any changes required.
- Applicants to a programme which will be affected by material or major changes will be informed in good time during the application cycle, and will be advised of alternative options available in accordance with the University's [Admissions Policy](#).
- If the University makes material or major changes a programme and a registered student is not satisfied with the changes, he/she will be offered the opportunity to withdraw from the programme or transfer to another appropriate programme (if available) offered by the University for which the student is qualified and for which places are available. Students who choose to withdraw from their programme, will be entitled to a refund of their tuition fees in accordance with the University's [Credit Policy](#) and the Refund and Compensation policy summarised in Section 3. The University will provide reasonable support to assist the student in transferring to another provider.
- In the event of inability to deliver a taught programme or part of a programme because of departure of a key member of staff, students would be offered the opportunity to transfer to alternative modules or programmes, and the above options would apply in terms of options for withdrawal and refunds, if none of the available options was considered suitable.
- In the event of loss of continuity of postgraduate research student supervision following the departure of a key member of staff, every attempt will be made to arrange suitable alternative supervision. The University's [Code of Practice for Research Degree Programmes](#) provides assurance that the University normally provides a supervisory team consisting of at least two appropriate members of staff. Where for any reason, such as one member of the supervisory team leaving the University, the other members(s) would provide continuous support. In addition, there are procedures to allow for external expert supervision.

In practice, the arrangement of alternative supervision would require discussion with the student and the supervisor and an agreement on how to proceed. This might include the student transferring to the supervisor's new institution or, preferably, the supervisor being willing to continue to provide the necessary supervision from his or her new institution with funding made available by the University to meet travel costs. In the event that the student regards such arrangements as unacceptable and feels required to cease their studies the University would offer a refund of the fees paid in line with the Credit Policy.

2.7 In the event of loss of professional accreditation for a programme of study, the principles outlined above and in the [Policy on Changes to Programmes](#) will apply. Under normal

circumstances, the University would expect to receive advance warning of the possibility of loss of accreditation, and an opportunity to address any concerns. In cases where loss of professional accreditation happened without the opportunity for advance warning, the University would take immediate steps to seek alternative options for students, which might include transfers to other suitable programmes or providers.

2.8 In the case of INTO students on a pathway or pre-session programme, where the chosen degree at Newcastle University is discontinued or significantly changed, the University will make every effort to enable the student to progress to another suitable programme at Newcastle University (subject to achievement of the necessary academic criteria for entry) and will support the student in arranging any associated visa changes. If it is not possible for the student to progress to a suitable programme at Newcastle University because of a change or closure, the University will work with INTO to provide support in seeking appropriate opportunities at another provider.

#### **C: The ending of a relationship with a provider of pathway or English language preparatory programmes**

2.9 Our contract with INTO explicitly sets out the obligations to students in such circumstances. If the University's relationship with INTO were to be ended, the contractual timescale for this to take effect would normally extend well beyond the point of completion for students on one-year preparatory or shorter pre-session programmes. Students currently registered on such programmes would therefore have the opportunity to complete and progress to Newcastle University, subject to achievement of the relevant entry criteria. The principal impact would be on the options available for students applying to INTO in preparation for a future year of entry.

#### **D: Bankruptcy / competitor takeover of a partner organisation which provides pathway or English language preparatory programmes (INTO)**

2.10 If INTO were to be subject to bankruptcy or takeover, students affected would be notified of the change and of the arrangements for: teaching out for current students; transfer to other INTO centres or to alternative third party providers approved by the University; honouring of offers of places on University courses subject to completion of approved teach-out arrangements

#### **E: Failure to maintain an approved Access and Participation Plan**

2.11 In the unlikely event of the University's failure to maintain an approved Access and Participation Plan, the University makes a commitment to maintain, for the duration of a student's period of study on the programme, provision of bursaries and scholarships to which the student may be entitled, according to the terms of the Access Agreement/Access and Participation Plan relevant to the year of entry (note this applies solely to the relevant undergraduate bursaries and scholarships for Home (UK) students)

#### **F: Loss of facilities and utilities (including IT infrastructure)**

2.12 In the event of loss of a major building, facility or service, the University will follow the provisions of the relevant Business Continuity Plans in order to maintain study and services for students affected. In some cases this may involve a temporary relocation of services and facilities to another site within the University or to another provider within reasonable distance. The University will provide support if this temporary change causes difficulties for a student (for example in terms of transport, cost or accessibility). The University's IT mitigation plans and back-up systems mean that any loss of the IT infrastructure supporting study at the University would be of short duration and rapidly remedied. Where temporary changes are necessary because of planned refurbishments, arrangements in advance for alternative arrangements without detriment to students are a key part of the planning approval process.

#### **G: Loss of Tier 4 sponsor licence (the UKVI licence allowing the University to admit and teach international students)**

2.13 In the unlikely event of loss of the University's Tier 4 sponsor licence, we would take immediate and urgent steps to transfer international students to a suitable programme at another provider, so that their continuity of study would be protected. The University would support students in applying for a visa to facilitate this transition.

## **H: A decision by the University to close at an earlier date than intended an international campus or its site in London**

2.14 In the event of closure or major change at one of the University's campus locations or sites, a further option, in addition to the arrangements described in 2.5 and 2.6 above, would be an offer for the students affected to transfer to the equivalent (or a suitable alternative) programme at the Newcastle campus or (in the case of our NUMed or Singapore operations) to another suitable provider in the home country. For international students studying at an overseas campus who wished to take up the option of a transfer to Newcastle University, this would be on the basis of a protected fee, that is, the student would continue to pay the sterling equivalent of the same fee payable at the overseas campus, for the duration of the programme, even though they would be classified as an international student. The University would also provide further assistance to meet reasonable travel and subsistence costs.

## **I: The ending of a collaborative or partnership arrangement with another provider in the UK or overseas**

2.15 If a collaborative arrangement with another provider in the UK or overseas comes to an end and affects students, the University will make every reasonable effort to mitigate the impact on students by offering a number of options. These will, under the terms of the legal agreements the University has with other providers, include the opportunity for students to complete the original programme of study under the agreed arrangements for 'teaching out' affected programmes.

## **J: Temporary disruption to normal delivery caused by an emergency situation outside the reasonable control of the University (for example, an epidemic or pandemic; failure of a utility service; and 'Act of God' or other *force majeure*, including industrial action affecting programme delivery or assessment).**

2.16 In the event of industrial action or other emergency circumstance beyond the reasonable control of the University, which disrupts the delivery and / or assessment of a programme, the University provides, through a resolution of Senate, for the implementation of Emergency Guidance. This Guidance aims to mitigate the impact of the emergency situation on the opportunity for students to achieve the learning outcomes of the programme, ensuring fairness to all students, the upholding of quality and rigour, and the appropriate exercise of flexibility and discretion. The most recent version of the [Emergency Guidance \(March 2018\)](#) is available on the website. It is reviewed and updated periodically to take account of emerging situations.

## **K: Other circumstances**

2.17 Situations affecting programme delivery and continuity which fall outside the circumstances described above are dealt with on a case by case basis, the underpinning principle being that the University will make every reasonable effort to ensure that students can successfully achieve the learning outcomes of their programme of study, or to provide them with an alternative suitable option, without detriment.

## **L: Services and support**

2.18 In all of the circumstances described above the University will make every reasonable effort to ensure continuity of service provision and support for students during a process of change affecting continuity of study. In circumstances where it becomes necessary for a student to transfer to a different programme or provider, we will ensure that transition support is provided if the student has particular needs or responsibilities requiring adjustments or special arrangements. This includes, for example, support from the Student Wellbeing Service, support for students with disabilities, and advice or support from the Careers Service.

For students who are in receipt of academic support (for example in-session English Language support, support through MathsAid or the Writing Development Centre), we will make every reasonable effort to ensure continuity of this support through the transition period.

### 3. Refunds and Compensation

Please note: this section is a precursor to the development of a comprehensive Refunds and Compensation Policy, which will make specific provision for:

- refunds for students in receipt of tuitions fee loan from the Student Loans Company.
- refunds for students who pay their own tuition fees.
- refunds for students whose tuition fees are paid by a sponsor.
- payment of 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 where it is not possible to preserve continuation of study.
- compensation for tuition and maintenance costs where students have to transfer courses or provider.

#### Credit Policy and Refunds

3.1 The University's [Credit Policy](#) includes information about the fee liability and refund policy and procedures which are followed when a Newcastle University registered student withdraws from the University or suspends studies. This also includes clarification of the procedure for payment of any refunds.

3.2 Refunds to students following INTO pathway or pre-sessional programmes will depend on the circumstances:

- Where INTO withdraws or materially changes an INTO programme, any refunds payable would be subject to the provisions of INTO's refund and compensation policies and terms and conditions
- Where Newcastle University withdraws or materially changes a degree level programme, such that an INTO student no longer has any viable progression options at Newcastle University, any refunds payable would be made under the provisions of Newcastle University's Refund and Compensation arrangements.

3.3 As noted in Section 2, above, the University will make every reasonable effort to provide alternative options and choices in the event of necessary material or major changes or programme closure. As a matter of principle, the University will take all reasonable steps to ensure that a student is not financially disadvantaged if the changes, and the alternative options presented, mean that the student is no longer able or willing to continue study at Newcastle University.

3.4 If the University is unable to provide an acceptable alternative option and a student withdraws from the University completely, as a direct result of such changes by the University, the University will normally refund all fees paid by the student to that date.

3.5 If the University supports the student in transferring to another provider with advanced standing, carrying academic credit (for example exemption from the first year of study) from Newcastle University to the receiving institution, the University reserves the right to retain the fees paid by the student for any full academic years successfully completed up to the point of credit transfer. Cases will be considered on an individual basis.

3.6 University fees will normally be charged for the full academic year. Fees are not based on a 'cost per class', but are composite fees which include registration, tuition or supervision, access to library and IT services, access to Students' Union services, careers support, counselling, examination, re-examination as an internal candidate and graduation at the student's primary campus. A full definition of what is included in the tuition fee is included in the [Fees Schedule](#).

3.7 In the event of temporary disruption to programme delivery as a result of an emergency situation (for example as a result of an epidemic, loss of power, industrial action or loss of IT facilities), the University's priority is to mitigate the impact of the emergency on students and to ensure that the student has the opportunity, without detriment, to achieve the learning outcomes of the programme concerned. A refund of fees (in full or in part) is therefore not normally payable in such circumstances.

3.8 Exceptions to this may be considered on a case-by-case basis, depending on the circumstances.

### **Compensation**

3.9 The University's starting point is always to take all reasonable steps to ensure that all students registered with the University, at any of its campus locations, have the opportunity to achieve optimum academic outcomes from their studies. This commitment is underpinned by the contract between the student and the University, formalised at the point of registration.

3.10 In the event that the University has failed to deliver on its contractual obligations to a student, requests for compensation will be considered on an individual, case-by-case basis.

3.11 The University has comprehensive policies and procedures designed to facilitate fair resolution of appeals, complaints and other matters of dissatisfaction. It will be a condition of consideration of any request for compensation that the student has made every attempt to resolve the matter through the University's normal procedures: the [Academic Queries and Appeals procedure](#); and / or the [Student Complaints and Resolution Procedure](#).

3.12 If a student is not satisfied by the outcome of the University's consideration under the above procedures, a submission may be made to the [Office of the Independent Adjudicator \(OIA\)](#). If the OIA finds in favour of the student, the University will abide fully and completely by the requirements of the OIA, including payment of compensation where appropriate.

3.13 Any compensation payment or other redress made by the University, whether as the result of a decision within the University as an outcome of its normal procedures, or as a requirement of the OIA, will reflect the compensation framework parameters established by the OIA as part of its guidance to providers, in order to ensure equity and fairness to all students who may be affected by similar circumstances.

3.14 The University will always expect that a student dissatisfied with his/her experience at Newcastle University should refer the case first to the University and then to the OIA (whose services are free of charge to the student) prior to engaging legal support.

3.15 In the event that legal support is engaged by the student, the University will normally be prepared to participate in alternative dispute resolution (ADR) procedures in order to seek to resolve the matter and minimise the potential costs to both the student and the University.

3.16 In the event of temporary disruption to programme delivery as a result of an emergency situation (for example as a result of an epidemic, loss of power, industrial action or loss of IT facilities), the University's priority is to mitigate the impact of the emergency on students and to ensure that the student has the opportunity, without detriment, to achieve the learning outcomes of the programme concerned. Compensation is therefore not normally payable in such circumstances.

3.17 Exceptions to this are considered on an individual case-by-case basis, depending on the circumstances and the impact on the individual, where it is demonstrably clear and proven that the University has failed to deliver on its contractual obligations to the student (as outlined in 3.9 to 3.14, above).

3.18 The University may, in appropriate circumstances, consider implementing additional support or other measures to the potential benefit of all students affected by an emergency situation.

3.19 In any consideration of claims for compensation, the University will seek to be reasonable and proportionate in addressing any demonstrable failure to meet its contractual obligations, depending on the specific context, the nature and extent of the impact on the student and taking into account mitigation arrangements and other support provided to the student. This consideration may also take account of other factors such as distress, inconvenience, disappointment and reasonable additional costs incurred by the student as a direct result of loss of continuity of study.

### **Financial commitments**

- 3.20 The University will honour financial commitments (bursaries, scholarships, prizes, discounts etc) made to students already registered at the University in the event of any material change, provided the students continue to meet the relevant eligibility requirements.
- 3.21 For example, in the event that the University fails to secure approval of its Access and Participation Plan for entry in a given year, the University will nevertheless honour, for the duration of the student's programme of study, payment of bursaries or scholarships to which registered students are entitled according to the terms of the Access Agreement which was relevant at the point of entry for that student, provided the student continues to meet the eligibility requirements.

### **Insurance and Indemnity**

- 3.22 The University has insurance policies to provide appropriate cover for any potential claims for compensation or refunds arising from the provisions of this Student Protection Plan.

## **4. Communication with students about our student protection plan**

### **Communication and awareness**

- 4.1 This Student Protection Plan has been developed in consultation with sabbatical officers of Newcastle University Students' Union (NUSU), who represent the interests of students on all key University committees and through their membership of relevant working groups. This initial plan, which sets out in detail the key issues and risks, will be supplemented by a shorter Summary Student Protection Plan which will form the basis for communication with students.
- 4.2 Communication channels will vary to some extent depending on the location of study. Students at campus locations or sites outside Newcastle will make use of the relevant mechanisms. Such communications will nevertheless reflect the principles outlined below:
- 4.3 We will publicise our Summary Student Protection Plan (with links to this more substantial document) to future students on our websites for potential undergraduate and postgraduate applicants, in our printed and digital publicity materials and through events such as Open Days and recruitment fairs. We will also ensure that those who advise future students (University staff involved in recruitment and admissions activities; academic and professional staff in Faculties and Schools, teachers and advisers in schools and colleges, international agents and advisers, relevant staff in partner organisations and other campuses or sites) are aware of the Student Protection Plan and its provisions. Relevant correspondence with applicants will also draw attention to the Student Protection Plan as part of the preparation for entry and contractual commitments.
- 4.4 We will draw the attention of new students to the Student Protection Plan in the pre-entry information sent to entrants (including the online Student Guide), during the Registration process and as part of induction sessions held for new students. Continuing students will also be reminded about the Student Protection Plan as part of the annual Registration process.
- 4.5 We will maintain a link to the Student Protection Plan on our student web homepage at all times.
- 4.6 We will ensure that staff (including advisory staff in NUSU) are aware of the implications of our Student Protection Plan, when proposing programme changes, through training sessions delivered to relevant academic staff who hold responsibility for overseeing potential changes. Our obligations under consumer protection law are embedded within relevant policies and procedures.

### **Review**

- 4.7 Our Student Protection Plan (and the associated summary version for students) will be reviewed and approved annually by the University Learning, Teaching and Student Experience Committee (the senior committee responsible for education and the student experience) and reported to Executive Board and Senate.

4.8 NUSU Sabbatical Officers and relevant full-time staff of NUSU are full members of the University Learning, Teaching and Student Experience Committee and relevant sub-committees with an interest in the Student Protection Plan.

4.9 The annual review of the Student Protection Plan will also take account of learning from cases considered by the student casework team and feedback from the Student Advice Centre and from students through the Academic Representatives scheme co-ordinated by NUSU, as part of NUSU's commitment to supporting the academic interests of our students.

### **Implementation**

4.10 In the event that it becomes necessary to implement the provisions of the Student Protection Plan, the University will always endeavour to give as much notice as reasonably possible of any material changes affecting the continuity of programmes.

4.11 In the case of **applicants**, where changes will affect programmes for which students have applied, the University will use all reasonable resources to inform relevant applicants at the earliest opportunity, to offer an alternative programme to applicants and to update course listings and information once changes have been confirmed. Applicants for programmes which are to be discontinued may at any time withdraw their application to Newcastle University if they do not wish to accept an alternative option, and the University will refund any deposits paid.

Undergraduate applicants who have applied through the UCAS system will have the opportunity to make another UCAS choice (at another institution) if they do not wish to be considered for an alternative programme at Newcastle University.

4.12 In the case of **students already registered at the University**, the University will give as much notice as possible of any possible changes, and will normally give not fewer than 3 months' formal written notice of a material or major change affecting a programme.

4.13 Students will be notified in the first instance by the Head of Academic Unit (Head of School or Research Institute) and will be informed about the procedures for consultation, the timescales for any proposed changes, and the options available.

4.14 Communication with all students about general matters affecting the continuity of or temporary disruption to study will be ensured through a number of channels:

- Direct emails to all students from the Academic Registrar or Vice-Chancellor
- Web pages linked from the student home page
- Frequently Asked Questions posted online
- Written communication where appropriate

4.15 These formal communications will be supplemented by information through other channels as appropriate (for example, plasma screens, social media, NUSU web pages).

4.16 We will ensure that students have access to independent advice (for example through the Student Advice Centre of the Students' Union) if we need to implement the measures in our Student Protection Plan

4.17 We will pro-actively ensure that students have access to our Student Wellbeing Services, in the event that they need support arising from material changes to programmes or from the provisions of this Plan.

### **Statement of Commitment**

In submitting this Student Protection Plan to the Office for Students, Newcastle University makes a formal commitment to ensuring that all of the provisions articulated in the Plan will be in place and fully operational by 1 August 2019, in preparation for the start of the academic year 2019-20.