

## Annex D: Template for a student protection plan

Provider's name: INTO University Partnerships Limited ("INTO")

Provider's UKPRN: 10082728

Legal address: One, Gloucester Place, Brighton, East Sussex BN1 4AA

Contact point for enquiries about this student protection plan: Vice President, UK Operations and Policy - SPP.questions@intoglobal.com

### **Student protection plan for the period 2019 - 2020**

**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**

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

*Please provide an evidenced statement of your assessment of the range and level of risks to the continuation of study for your students.*

This is INTO's student protection plan. This plan applies to the following INTO Centres:

- INTO Newcastle University LLP
- INTO UEA LLP
- INTO Gloucestershire LLP
- INTO City LLP
- Newcastle University INTO London LLP
- INTO University of Exeter LLP
- INTO Manchester Limited
- INTO London World Education Centre Limited

collectively the INTO Centres.

This plan should be read in conjunction with INTO's refund and compensation policy, which can be downloaded at [INTOglobal.com](http://INTOglobal.com) and [INTOstudy.com](http://INTOstudy.com). The student protection plan will be reviewed and updated as appropriate before the start of each academic year.

A copy of this plan and the refund and compensation policy will be made available to all students and applicants.

INTO places its students at the heart of everything it does and has formed this plan to limit the potential for any disruption to its students. The content reflects the specific nature of the INTO student experience - primarily international students studying courses for less than a year, whose primary aim is to articulate to their next stage of education.

## **Institutional failure**

The risk that INTO will be unable to operate is very low. INTO is in a sustainable financial position, supported by strong global banking facilities. In addition, INTO Centres benefit from the financial backing of both INTO and the respective university, where applicable.

## **Withdrawal of an advertised course**

Courses are marketed to recruit class sizes that ensure an optimal student experience, while INTO Centres remain financially sustainable. Where recruitment volume to a particular course is so low as to be unsustainable the course may be withdrawn, either temporarily or permanently, prior to the admission of a new cohort. The risk of INTO withdrawing a course once teaching has commenced is very low, due to the comprehensive programme development process that INTO agrees with each INTO Centre and the respective university partner (where applicable).

## **Course components not available, or changed**

Certain aspects of courses may be revised or updated from time to time, for example due to staffing issues. INTO and each INTO Centre have effective procedures for recruitment, replacement, retention and development of staff to minimise the risk of disruption to course delivery. In the event of unavoidable disruption, INTO will use reasonable endeavours to:

- Seek to fill any staffing vacancies as quickly as possible
- Where appropriate, use other subject expert teaching staff, including university partner staff (where applicable) to cover vacancies
- Use other members of staff with appropriate skills and experience.

Given the relatively short duration of INTO Centre courses, the risk and impact of disruption to study programmes is not as far reaching as would be the case with longer programme providers.

## **Inability to progress students/articulation**

Given INTO's contractual arrangements with university or other partners, INTO considers the risk of a student being unable to articulate to their chosen university (for reasons other than the student failing to meet progression criteria) to be low.

These contractual arrangements govern the articulation of students studying at the INTO Centres and their progression to the relevant university partners. In the event a student is unable to articulate (for reasons other than the student failing to meet progression criteria) a comprehensive plan agreed between the relevant parties would be implemented to ensure that any risk to the student is low.

In the unlikely event that one of INTO's validating partners loses its ability to validate an INTO Centre programme, INTO will seek support from its broader network of validating partners.

## **Loss of Tier 4 sponsor licence, and ability to recruit students**

INTO complies with UKVI requirements and ensures each INTO Centre monitors the engagement of its students to ensure they continue to meet the requirements of their visa. Accordingly, the risk of suspension or removal of the Tier 4 sponsor licence is low.

Similarly, INTO works with its respective university partners where applicable, whose Tier 4 sponsor licence is used to sponsor students on courses at the relevant INTO Centres, to ensure the risk of suspension or removal of the university partner's Tier 4 sponsor licence is also low.

Both INTO and its university partners have established track records of successful compliance with UKVI guidance in relation to the retention of a Tier 4 sponsor licence.

In the unlikely event of suspension or withdrawal of tier 4 sponsor status, INTO, the respective INTO Centre and its university partner (where applicable) would work with affected students and applicants to minimise disruption. Each party would work together with UKVI to allow students enrolled at an INTO Centre to, wherever possible, complete their studies. INTO would ensure that any affected students would be contacted to:

- Advise them whether they can continue their study under existing arrangements; or
- Advise them that alternative arrangements will be required; or
- Where Tier 4 regulations permit, provide support to affected students to transfer to an appropriate course with an alternative tier 4 sponsor.

## **Major incidents**

INTO has a range of established business continuity plans in place, including safeguarding and disaster recovery plans, to ensure that both INTO and the INTO Centres are able to operate in the event of significant disruption to business. INTO ensures that its property portfolio, and the accommodation requirements of each INTO Centre, are reviewed regularly to mitigate this risk.

If any building becomes unusable, students will be advised of the closure of the building through appropriate communication channels. In this event, INTO will use reasonable endeavours to:

- Re-locate students within the INTO Centre by sourcing other teaching space within its or its university partners (where applicable) buildings;
- Open buildings for longer periods of time;
- Revise scheduled teaching timetable to take into consideration the available facilities; and
- Deliver programmes through alternative means such as distance or online learning.

## **Accreditation, or validation of courses with HEP**

INTO minimises risk of the loss of validation during an academic year by ensuring that INTO Centres have contractual arrangements in place with validating partners. Therefore, the risk of disruption to students is low in this respect.

**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**

A copy of INTO's refund and compensation policy can be downloaded at [INTOglobal.com](http://INTOglobal.com) and [INTOstudy.com](http://INTOstudy.com). A copy of the student terms and conditions for each of the INTO Centres can be downloaded at [INTOstudy.com](http://INTOstudy.com). The student terms and conditions are regularly reviewed and the refund and compensation policy will be reviewed annually before each academic year to ensure it is relevant and reflects material considerations at the time of its review.

**Reserves and insurance**

In addition to INTO's sustainable financial position, INTO is supported by strong global banking facilities which could be called upon to facilitate continued operations in the event of certain business-critical circumstances crystallising as set out in this plan.

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

*Please provide a statement about how you will communicate the provisions in your student protection plan to current and future students.*

**Informing applicants and students of the student protection plan**

This plan has been reviewed and approved by INTO. INTO undertakes to seek feedback on the plan on an ongoing basis, ensuring consultation with the student body takes place.

A current copy of the plan will be made available to all students and applicants through both [INTOglobal.com](http://INTOglobal.com) and [INTOStudy.com](http://INTOStudy.com).

INTO undertakes to ensure that its staff and INTO Centre staff, are aware of both the provisions and implications of this student protection plan.

**Implementation of the plan:**

If any part of this plan is implemented, INTO will ensure that affected students are contacted via appropriate means as soon as reasonably practicable. INTO, together with each INTO Centre and its university partner (where applicable), will work closely with affected students to minimise any disruption and impact on their studies.

In the first instance, INTO will work towards ensuring all students currently studying at an INTO Centre are able to complete their current course of study (including re-sits), giving them the opportunity to progress to further study as originally intended.

Where it is not possible for a student to continue their course of study at their original intended INTO Centre, INTO will use reasonable endeavours to enable the student to follow their intended (or equivalent) course of study at an alternative INTO Centre.

In the unlikely event that the above is not possible, INTO will consider the impact on each student's individual circumstances and make reasonable endeavours to find a solution tailored to their individual needs.

## **Guidance to staff**

Information about the provisions of the Student Protection Plan will be published on INTO's intranet.