

Student Protection Plan for the period 2019-2020

Provider's name: Amity University [IN] London

Provider's UKPRN:10032036

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1. An assessment of the range of risks to the continuation of study for your students

The Student Protection Plan has been developed in consultation with the University's Student Committee and the student representatives. The students consider this plan to be fair, appropriate, and in line with best practice across the UK and the requirements of the Office for Students.

The risk that Amity University [IN] London (AU[IL]) is unable to operate is very low.

We have plans, policies and procedures in place to protect the interests of students 'interest in the event of such major changes as programme or institutional closures. These events may be triggered by different situations. An assessment of the major risks that might occur are presented in Annex A, or these situations, we have arrangements in place that will secure the continuation of study for all students.

Our Student Protection Plan (SPP) is aligned with our Conditions of Enrolment which are signed by all our students as part of the admission process. The Plan is also aligned with our commitments under Consumer Protection Law.

In addition to the SPP we have a Risk Management Strategy that is designed to respond to events where normal business processes have failed. The Business Continuity plan covers other mitigating actions affecting business continuity such as damage of the building, equipment, acts of terrorism, etc.

The risk of institutional failure is monitored in accordance with the requirements of higher education regulatory bodies and the likelihood of failure would be identified and managed through the university's Business Continuity procedures. Amity Governing Body has approved the University Student Protection Plan in the event of delivering the financial implications of the plan and the University Refund and Compensation Policy.

2. Measures to mitigate the risks to the student's continuation of study

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

Amity has in place plans to support continuity of study in the event of such major changes as, course, campus or institutional closure, by the application of measures that will provide adequate, appropriate and consistent protection for students. These plans are fair, accessible, transparent and explicitly made known to current and prospective students. They set out how students interests will be protected.

The measures Amity has in place for different scenarios are presented below:

Institutional Closure: Where the University has no option, other than to close, it may consider measures such as those below to protect student experience;

- (1) where possible, closing in a gradual way, over a period that would allow current enrolled students to complete their studies at the Institution;
- (2) where the above is not possible, supporting students to transfer to appropriate programmes at other providers (at the validating University as a first option) and (where appropriate financially) by compensating students when they have suffered disruption to their studies or a demonstrable, material or financial loss;
- (3) merging with another institution to maintain all or part of the current provision

Where part or all the campus is rendered unusable for activities involving students, the University will typically consider such remedies as:

- (1) relocating provision to an alternative location, this may include hiring spaces for programme delivery (where possible nearby).
- (2) revising timetabling to allow all the scheduled teaching to take place 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 all who may be affected; appropriate equality impact assessments will also be undertaken;
- (3) delivering programmes by alternative means, such as Blended Learning/Distance Learning. Where such an approach is taken, the University will consider whether this it is appropriate for the students who would be affected.

Withdrawal of Designation: 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 University, will take all reasonable steps to minimise the resulting disruption to students by, for example:

- (1) working with relevant funding bodies to allow enrolled students to complete their year of study/programme;
- (2) 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;
- (3) considering assistance for affected students by providing evidence/letters/statements in support of continuation of their studies;
- (4) merging with another institution to maintain all or part of the current provision.
- (5) Transferring students to the university partner institution

Withdrawal/non-renewal of validation: In the case of validation being of withdrawn for one, or all programmes, in line with the validation agreement, current students registered will normally be permitted to complete their intended studies at Amity, subject to normal maximum timescales. However, if this is not possible, the students will be transferred to the University partner.

Suspension of Course: The University has established procedures in place of the event of suspension/ closure of course. Where there is a material impact on the students, the effect will be mitigated by:

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

Programme Changes Prior to Registration: The University may be required to make changes to the programme at the following times; (a) between publication of the prospectus and registration; and (b) after registration.

- (1) Where material changes (such as a number of changes to the structure of the programme or the removal or addition of a number of modules) are made between the publication of the prospectus and registration, the University will draw these changes to the attention of applicants as soon as possible and advise them of their right to seek entry to another University programme to which they may be qualified or to withdraw their application and seek entry to another institution.
- (2) Where the applicant has already accepted the offer, they shall be provided with all necessary information, advice and guidance by the University to help them make an informed decision on their future course of action.
- (3) In normal circumstances, material changes to programmes should not be made after registration, but where this is unavoidable, students and their representatives shall be consulted at the earliest opportunity on the changes and, where practicable, their views shall be considered.
- (4) If a student reasonably believes that a material change to their programme adversely affects them, they may cancel their contract with the university. In such circumstances, the University will offer suitable information, advice and guidance to a student and, where possible, facilitate their transfer to another institution which offer an appropriate programme for which they are qualified.

- (5) Further to commencement of the programme and during the course of a student's studies, the University may make minor amendments to programmes in order to improve quality; to meet the latest requirements of an accreditation body; or in response to student feedback. Where such minor amendments to the delivery of a programme are necessary, the University will, in line with the University quality assurance processes, consult with or inform students and their representatives of these changes, as appropriate.

Major Changes in Year to Course Content: The University will use all reasonable endeavours to deliver the programme in accordance with the description applied to it in the University'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 University will ensure that:

- (1) changes are restricted to the minimum necessary to achieve the required quality of experience, and affected students are notified and consulted with as appropriate;
- (2) it works with students to ensure the offer is still acceptable;
- (3) where necessary it provides students with the opportunity to withdraw from the programme;
- (4) where required students will be offered reasonable support to transfer to another programme at the University, validating university partner or to another provider

Tier 4 Sponsor Licence: In the event of suspension of Tier 4 Sponsor status, the University will take all reasonable steps to minimise the resulting disruption to services and to affected students by, for example;

- (1) working with UKVI to allow enrolled students to complete their year of study/programme;
- (2) allowing the students already in receipt of a VISA based upon an allocated CAS from the University to enrol and commence their studies;
- (3) offering students who have not commenced their travel to the University, the opportunity to postpone their application pending the resolution of the suspension.

In the event of revocation of Tier 4 Sponsor Licence, the University will take all reasonable steps to minimise the resulting disruption to affected students by, providing assistance to affected students to switch to the University's validating partner or an alternative sponsor.

Loss of accreditation: In the event of the University losing any of its accreditations, the University will consider measures to protect student experience, such as those listed below:

- offering affected students, the chance to move to another course;
- delivering a modified version of the same course;
- providing assistance to affected students to switch to a different provider who holds the relevant accreditation.
- Providing financial compensations where appropriate

Disruption to University Activity: Where events result in term-time programme disruption, the University will normally consider whether it is practicable to make changes to programme delivery, rather than closing or suspending an affected programme. Actions the University will take to minimise disruption may include:

- (1) temporary short-term suspension of programme delivery (e.g. where there is a change in the delivery location or staffing, with appropriate actions to mitigate impact on students);
- (2) changes to the programme delivery location or method, which may include distance learning
- (3) changes to the staffing of a programme, for instance through a review of internal staff resources, including recruitment of area specialists, where appropriate;
- (4) offering students, the opportunity to transfer to an alternative programme;
- (5) provision of reasonable support to students for accessing a programme run by another provider, including making arrangements for the transfer of credits

The University is highly committed to maintaining an effective employee relations culture and working with trade union colleagues to achieve reasonable solutions to matters that may arise from time to time.

Where industrial action does occur, the University will seek to ensure that normal operations and services are maintained as far as possible; take all reasonable steps to fulfil its responsibilities to students in ensuring that any disruption is minimized and students are not, as far as is possible to determine, disadvantaged by the action.

Loss of Key Staff: Where possible the University will:

- (1) 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;
- (2) where the University cannot avoid closing a programme, the policy and procedure available will apply.

3. Refund and Compensation Policies

(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)

Amity has financial policies in place that compensate students in the event of interruptions of their study. These policies apply to all students in the University, such as; students in receipt of a tuition fee loan from the Student Loan Company, students who pay their own tuition fees and students whose tuition fee are paid by a sponsor. In all cases, tuition fees and other costs will only be refunded to the original fee-payer/sponsor (weather the Student Loan Company, individual student or his or her sponsor).

In the unlikely event that the University is not be able to “teach out” current students on a discontinued programme of study, students (or their sponsor or the Student Loan Company) will be offered a refund of any fee payments made towards that programme of study in the year of the discontinuation, when the student is required to withdraw from the University as a result of the programme discontinuation. Refunds resulting from programme discontinuation by Amity University [IN]London will be made automatically to students within 28 days of the withdrawal of such provision.

Where the programme is discontinued, and students accept an alternative AU[IL] programme which is delivered at a location substantially removed/distant from the location of the original course, the University will provide students with adequate compensation in respect of additional travel costs that they incur.

Where a programme is discontinued, and students transfer to an alternative programme of study at another university, Amity will utilise student transfer arrangements to enable a transfer to the new university. Where the transfer involves students receiving credit at the receiving university, through an approved prior learning mechanism for study undertaken at Amity no refund will be offered in relation to the elements of study which counts towards that credit. Refunds of tuition fees incurred at Amity will be provided in respect of elements of study which do not receive credit for future study at a receiving University. Where the transfer to another University involves a disrupted semester or year of study that does not count towards the new degree, the University will refund the tuition fees for the disrupted period of study.

Where a programme is discontinued, and a student is required to withdraw as a result, the University will offer students (or their sponsors) a refund on paid-for future University services, such as food catering services, sports centre membership and society memberships.

Where a student is locked into an accommodation contract in expectation of continuing study at the University and is forced to withdraw or transfer before the end of the contract due to discontinuation of provision, the University will offer compensation, if the student is moving out of the accommodation, for the costs that she or he has incurred from the date of moving out to the end of the accommodation contract or the end of the academic year, whichever is sooner.

Where a student is in receipt of a University bursary and is forced to withdraw due to discontinuation of provision, the University will maintain the bursary to the end of the semester in which the withdrawal occurs, recognising that the student will not have had opportunity to make alternative provision for living costs.

Where a student has to withdraw from the University due to discontinuation of provision without being able to complete the year of study, consideration will also be given to providing reimbursement of maintenance costs incurred in the year of the withdrawal. Eligible maintenance costs would include travel costs, the cost of academic materials, accommodation and catering costs. The maximum refundable amount for maintenance costs will be aligned with the maximum maintenance loan available from the Student Loans Company in the year of the student withdrawal (currently £8,700 for 2018/19).

This policy does not cover instances where the student is considering withdrawing from or interrupting his or her studies for personal reasons. Eligibility for refund and/or compensation and the amount to be awarded will be considered by the Director of Finance.

If students are unhappy with the action Amity has taken to deal with issues of refund and compensation and in particular to disruption to or cessation of their study, they use the Amity Complaints procedure to raise their concerns. Amity believes the above procedure will resolve their problem. However, if they are not happy with the resolution received they are able to ask the Office of the Independent Adjudicator for Higher Education (QIA) to review their complaint and the way in which it has been handled. They can only refer their complaint to the QIA when you have exhausted Amity's complaints procedure.

The Refund and Compensation Policy will be reviewed annually and updated and amended when required. Amity also reserves the right to amend this policy from time to time based on legal or regulatory changes in the light of best practice developments in the higher education sector.

Amity has put in place a guarantee of financial support from its parent company which will ensure it has sufficient financial resources to continue its operations.

4. Communication with students

(Information about how you will communicate with students about your student protection plan)

Amity has a policy and procedure in place that sets out how it will communicate with students in the event of major changes (Policy on Consulting Students about Major Changes). This reflects the University's commitment to providing adequate information to students in a timely fashion.

The protection plan is available to current and prospective students through different channels of communications such as the Amity web site, Amity Moodle (VLE), emails, letters, etc. It is also referred to in the undergraduate and postgraduate student handbooks and publicised each year.

There is a designated member of staff in charge of student communication in the event of the need to implement the Student Protection Plan. The students will be provided with alternative solutions and will receive specialised independent advice in relation to their individual choices, immigration status and the available financial compensation.

We will ensure that staff are aware of the implications of our student protection plan when they propose course or programme by ensuring the policies and procedures included in the Quality Manual are followed and that the Amity Development Committee and the Academic Board make decisions in accordance with the University policy.

We will review our Student Protection Plan annually and engage students in its review through the Student Committee and offer it for comment and input to Amity Governing Body, Academic Board and all other relevant committees.

Students wishing to complain about the way in which the Student Protection Plan is being implemented can use the Amity complaints policy and procedure. Students are able to refer their case to the Office of the independent Adjudicator under the normal arrangements once the University's procedures have been exhausted.

Annex A

Risks Assessment

Risk is what might happen, **likelihood** is the chances of it happening and **impact** means the scale of the effect -if it does happen. We have assessed the risks to continuation of study and classified the likelihood of them happening using the following scale:

- **Very unlikely:** an event might occur only in exceptional circumstances (chances less than 10%)
- **Unlikely;** an event could occur at some time (chances between 10-30%)
- **Possible;** an event could occur at some time (chances between 30-50%)
- **Likely:** an event will probably occur (chances between 50-90%)
- **Very likely:** an event is expected (chances more than 90%)

We have also classified impact using the following scale:

- **Insignificant:** resolution will be achieved through every day to day activity
- **Minor:** resolution would require coordinated input from different business units within the university
- **Moderate:** resolution would require input from a specialized project team
- **Major:** resolution would require input from Amity Executive Team
- **Extreme:** resolution would require input from the Academic Board and Amity Governing Body

Risk	Tier 4 License is lost or suspended
Likelihood	Unlikely
Impact	Major
Reason	We have an annual internal audit to review and update all our policies and procedures related to UKVI policies and regulations in order to check and enhance our compliance. We are also audited every year by UKVI, latest audit being conducted in June. The UKVI decision letter dated 12 th of June confirmed our full compliance.

Risk	Loss or suspension of other regulatory licences or loss or suspension of accreditation from regulatory body such as QAA
Likelihood	Unlikely
Impact	Major
Reason	We are aware of and up to date with the requirements needed in order to be accredited or licensed by such bodies and have processes in place to regularly review and renew such accreditations.

Risk	Issues with the partner institutions leading to loss of validation
Likelihood	Unlikely
Impact	Moderate
Reason	We work closely with the partner institutions to deliver an exceptional learning experience for students. We have policies and processes in place to maintain and enhance the oversight of academic standards. We are reviewed by QAA on a regular basis and their feedback shows a good history of maintaining academic standards.

Risk	Closure of the Amity campus
Likelihood	Unlikely
Impact	Extreme
Reason	We are aware of and up to date with the requirements needed in order to be maintain our strategic agreement with Birkbeck College.

Risk	Loss of key Staff
Likelihood	Unlikely
Impact	Minor - moderate
Reason	Loss of staff is largely out of our control. And it is realistic at any given time.

Risk	Non- completion of programme delivery/
Likelihood	Unlikely
Impact	Moderate
Reason	This risk is considered unlikely because we give our students a teach-out commitment. This risk is also addressed in the Refund and Compensation Policy.

Risk	Institutional closure due to poor financial performance
Likelihood	Unlikely
Impact	Extreme
Reason	The risk of being enabling to operate due to financial instability or unsustainability is low because our balance sheet and cash reserves are relatively healthy We plan to generate positive net cash flow from operations for the foreseeable future. We are also well supported by Amity Education Group which has provided loans when needed.

Risk	Building closure
Likelihood	Very Unlikely
Impact	Insignificant to moderate
Reason	The risk that we will close or not be able to use the building on our own premises is extremely low. However, if any immediate work is needed to some part of the building, this would means that some parts of the building may be unavailable during the building work period

Risk	Withdrawn of the designation for student support
Likelihood	Unlikely
Impact	Moderate
Reason	We are aware of and up to date with the requirements needed in order to maintain designation for student support and we have processes in place to regularly review, maintain and enhanced the initial conditions required to maintain designation for student support.

Risk	Damage IT system
Likelihood	Likely
Impact	Insignificant to Moderate (depending of the nature of the event)
Reason	This risk is considered possible given the global threat to cybersecurity

Risk	Changes to regulatory framework affecting a specific course/major changes to course content
Likelihood	Unlikely
Impact	Moderate
Reason	Our courses involve changes however these improvements are gradually and usually occurring over a long period of time and so have little to no impact on the students concerned.