



London Metropolitan College.  
Student Protection Plan  
2020/21  
Academic Year

LONDON METROPOLITAN COLLEGE: UKPRN: 10064332  
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## Table of Contents

<b><i>Student Protection Plan 2020/21</i></b> .....	<b>2</b>
<b>Introduction</b> .....	<b>2</b>
<b>The ESFA Financial Health Assessment Toolkit</b> .....	<b>3</b>
<b>Risk Assessment</b> .....	<b>3</b>
<b>Mitigation Measures</b> .....	<b>5</b>
<b>Refund and Compensation Arrangements</b> .....	<b>5</b>
<b>Communicating with Students</b> .....	<b>6</b>
<b><i>Introduction</i></b> .....	<b>7</b>
<b><i>Course Closure</i></b> .....	<b>7</b>
<b><i>Teach-out Process</i></b> .....	<b>8</b>
<b><i>Unexpected Programme Termination</i></b> .....	<b>8</b>
<b><i>Compensation</i></b> .....	<b>9</b>
<b><i>Payments</i></b> .....	<b>9</b>
<b><i>Related Documents</i></b> .....	<b>9</b>

# Student Protection Plan 2020/21.

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## Introduction

London Metropolitan College (LMC) UKPRN 10064332 is a small provider mainly for ESFA funded apprenticeships but projecting a small proportion of Higher Education apprenticeship activity to levy employers under the EFSA funding rules, and as a subcontractor to prime providers. LMC was approved by Education Skills and Funding Agency (ESFA) in Jan 2018. LMC's first cohort of the apprentice was enrolled in September 2018. LMC is specialist Project Management and Project Controls provider with highly experienced project management professionals delivering training to learners. Our expertise in managing large scale complex projects across a diverse range of sectors ensures our tutors and guest speakers deliver high quality learning programmes based on cutting edge industry best practice.

The apprenticeship funding model identifies the following scenarios:

*For a student employed by a SME organisation 5% of the funding will come from the employer and 95% from the ESFA. For a student working for a levy paying employer (Currently payrolls exceeding £3m) 100% of the funding will come from the Digital Apprenticeship Service run by HMRC. Unless they have spent their levy in which case 5% will come from the employer and 95% will come from the ESFA as per non-levy employment above.*

*For a student whose programme cost exceeds the maximum funding band. Please note every apprenticeship has a maximum funding band for ESFA contribution and there is not specified maximum or minimum you can charge for an apprenticeship, costs exceeding the maximum funding limit are chargeable to the employer.*

Funds due for repayment are returned to the person or organisation paying for the students programme which could include; the Employers HMRC Digital Apprenticeship Scheme account, the employer directly or the ESFA.

LMC protect the student to the limit of our responsibility for providing the service. We are not however responsible for changes directed by the employer's actions. Which may include but not limited to;

- Employer termination/suspension of the learning programme
- Students termination of employment as a result of their own actions or those of the employer.
- In the event the employer breaches terms of the funding and management rules and our service level agreement e.g. by failing to provide 20%-time off work for study (Off the Job Training Rules).

In the event that the Student terminating or terminated from employment wishes to continue with their Apprenticeship studies we will make our best endeavours to work with the student to identify and engage alternative employment, engage with the new employer to promote continuation of the learning programme and continue to provide apprenticeship delivery during transition for up to 3 months post-employment.

Where the new role is not commenced within 3 months of first employment ending, we will place the student on a break in learning until employment recommences.

We will continue to provide Information, advice and guidance throughout this period of transition and support the student's interests and decisions.

LMC offers a broad range of Management, Project Management, Administration and social care qualifications, ESOL programmes and functional skills maths and English to employed and unemployed both nationally and across people across London on full cost recovery, co-funded and funded learning programmes. HE is delivered at:

London Metropolitan College  
Regus Business Centre  
Hillswood Business Park,  
3000 Hillswood Drive,  
Chertsey  
KT16 0RS

## The ESFA Financial Health Assessment Toolkit

The total turnover for LMC in 2019/20 from our published accounts was £620,213 the total assets are £188,277. With these figures in mind, the organisation believes that the risks of institutional financial failure are very low and the Education and Skills Funding Agency (ESFA) has rated our financial position as 'Good'. LMC has the financial resilience to be able to continue to offer courses to students.

## Risk Assessment

Although London Metropolitan College (LMC) is in a reasonable financial position, no business exists without risks and the key risks are usually financial, operational, reputational and circumstantial/environmental risks. Risks are evaluated for materiality and probability and assigned an owner whose responsibility it is to ensure that the agreed mitigation is put in place. LMC maintains a Risk Register, reviewing the potential major factors that could affect organisations operation. This is reviewed by the Senior Management Team on a bi-monthly basis. These feed into Risk Register that is reviewed by the Managing Director. This is a RAG rated document and is able to provide a framework about how the organisation will test, review, adjust and update performance and risks.

The organisation has a business continuity plans in place which details the business of the organisation, identifying the assets (including people) and processes that are critical to delivering our business. Detailed responses include the initial response to an incident and the longer-term implementation of measures for a return to business as usual. It also considers continuity preparations and how to make the organisation more resilient to risk.

The management of circumstantial or environmental risks such as disease, fire, floods and or Force Majeure are the same as for any FE college or Training Provider. The Disaster Recovery Plan ensures ongoing risk assessments, regular safety inspections and the maintenance of appropriate insurance and cash reserves to support business continuity in the event of such unforeseen circumstances.

The organisation does not have any plans to change or relocate any of its sites. If any changes were to be made to close any site or to re-locate the delivery of any course to a different site, the impact on students would be minimal as all centres are located close to well-connected transport routes in London. We will decant in emergency situations to pre-selected local serviced accommodations, minimising disruption to learners. No particular groups of students would be more affected by any changes; each site offers a full range of support for all students.

The risk of not being able to deliver whole courses or programmes due to staffing or resource issues is low. Each curriculum area has staff with a range of skills, experience and expertise that ensures students receive a positive experience. Each curriculum area has contingency plans in place to mitigate the impact of any loss of specific skill sets that are dependent on only one member of staff. Each area is also well resourced with specialist equipment and investment in these areas is on-going, with opportunities to upgrade these available each year through the budget planning process.

The risk of a course or programme cancellation is moderate. This may occur if the minimum number of students to enhance the student experience are not recruited or in situations where a strategic decision is made to discontinue a course or programme. In the event of insufficient student recruitment of viable student numbers, the students will be kept informed of the situation and LMC will ensure that there is a minimal impact on students. In situations where a decision is made to discontinue a course or programme, the organisation is committed to teaching out those courses or programmes and offers to new entrants will cease to be made.

The risk that we are no longer able to deliver components of courses is moderate. A small number of courses have units or modules that rely on the specific skill set of one member of staff. The curriculum team have relationships with local employers who are willing to deliver specific aspects of a unit where the high-level skills are covered by one specialist teacher; and other members of staff are able to support delivery by industry contacts. The organisations appraisal process is used to ensure existing staff members are accessing courses and events that minimise the impact to students in any changes in staffing. Budgets for staff development have been maintained during recent reductions in funding so that staff have up-to-date and wide-ranging technical and vocationally relevant skills. Existing staff work alongside these specialists so that they are familiar with the module descriptors and course content. Recruitment of new staff is focused on hiring people who have a wide range of relevant skills. There is no significant impact on students if a change of teacher is required.

There is a risk that some learners on courses with internal progression routes may choose not to continue to study at LMC. This could result in very few learners remaining on the course, leading to a different experience for the students. In these circumstances, each course would be looked at to see if there were opportunities to bring, for example, Apprenticeship, HNC, HND & Degree student's together, covering topics or units where the content can reasonably be linked across teaching years.

The risk of our partner Higher Education Institutions (HEIs) losing their Degree Awarding Powers (DAPs) is low. The Office for Students (OfS) regulatory framework ensures that all HEIs are relentlessly monitored. LMC shall also continue to undertake thorough due diligence checks prior to going into a collaborative partnership; the outcomes of the initial due diligence are also monitored annually to assess further risks associated with education delivery. Furthermore, there may be unplanned loss of validation arrangements or the termination of validation arrangements by our HEI.

## Mitigation Measures

We have applied for OfS registration and are currently awaiting an outcome to our application, LMC has put measures in place to ensure that the existing students are not adversely affected by a decision not to include LMC on the register of HE Providers. Proposals for a programme or course to be discontinued (either for strategic or operational reasons) are approved in accordance with the Course Closure procedure. Curriculum managers submit a request outlining the rationale for the closure and arrangements for 'teaching out' or transfer of affected students or applicants. LMC committee ensures that the students are consulted, and their interests are protected.

LMC ensures that there is a contingency plan for each collaborative partner which considers how best to allow students to continue their studies in the event of the collapse of a collaboration agreement. A 'teaching-out' arrangement is the preferred option as it is the one that has the best interest of the students. Transfers and in the worst-case scenario (sudden closure) may also be considered. There is also the option of apprentices being transferred to another Apprenticeship Provider offering the same Apprenticeship if any of the measures require a transfer out. This is managed by the ESFA (Education and Skills Funding Agency).

## Refund and Compensation Arrangements

London Metropolitan College Limited (LMC) operates a formal Refund Policy, a copy of which is included at Appendix 1. However, compensation arrangements are not currently formalised. In exceptional circumstances, requests for refunds that fall outside the refund policy criteria are considered by the LMC Managing Director on a case-by-case basis in response to the circumstances presented. In the same vein, compensation will be considered on a case-by-case basis and awarded, without prejudice, in accordance with the Office of Independent Adjudicator's Remedies and Redress Leaflet (February 2019). LMC's refund policy is reviewed annually and will be updated to reflect the exceptional arrangements described above.

LMC will either carry an indemnity insurance against such claims or meet the costs from company reserves held in the shareholders' funds to cover such claims. 10% of income received will be allocated to a client account for the purpose of meeting these costs. These arrangements will take effect from the enrolment of the first student. on commencement of learning and each subsequent learner start.

## Communicating with Students

London Metropolitan College will publish the Student Protection Plan on our website as follows:

<https://www.londonmetropolitan.college/policies/>

A summary of the Student Protection Plan and a link to the document will be included in all Course Handbooks, which are updated each year and provided to students for each year of their course.

LMC will continue to ensure that all academic and support staff involved in HE provision are aware of the implications of the consumer protection compliance in general and also the Student Protection Plan (SPP) in particular through its committees (Board of Directors, the Organisations HE Strategy Board, the HE Group and the curriculum team) and through the curriculum planning, course modification and closure of programmes and courses processes.

LMC's Student Protection Plan (SPP) will be reviewed on an annual basis in consultation with relevant student representative meeting for their formal comments and approval. This will be approved by LMC's Board of Directors which has student representatives as members.

LMC will inform every registered student of any editorial, minor or major changes or variations no later than six weeks of the term preceding the term in which the change or variation shall take place. In the case of changes due to circumstances beyond LMC's control (e.g. illness, sudden departure or death of a key staff), registered students will be informed as soon as practically possible.

LMC will keep students informed through: digital channels, by formal letters and where possible, through face-to-face meetings designed to assist affected students with understanding the nature and implications of such events and LMCs response to it/them. LMC will ensure that affected students are either provided with, or signposted to, independent advice as appropriate to the given situation.

If a situation arises whereby a student needs to transfer out due to loss of our validated partnership or LMC losing its approved status with the ESFA (Education and Skills Funding Agency), then in the first instance the student should contact the Director of Operations (Suresh Karanjeet) who will support in the option of apprentices being transferred to another Apprenticeship Provider offering the same Apprenticeship if any of the measures require a transfer out. This will also be managed by the ESFA (Education and Skills Funding Agency).

In the highly unlikely event that LMC were removed from the ESFA's RoATP (Register of Apprenticeship Training Providers), it would ensure that existing apprentices were able to complete their programmes at other institutions. Each Degree Apprenticeship includes an agreement between LMC, the student and their employer. The employer is responsible for work-based learning opportunities and support. LMC will proactively engage with employers on their obligations to support Degree Apprentices. However, LMC is not responsible if an employer does not fulfil their Degree Apprenticeship obligations. Nor is LMC responsible if an employer ceases trading, and the Apprentice loses their employment. Where a student ceases to be employed as an Apprentice, LMC will support the student to completion of the degree where possible; including the possible transfer to another degree programme. However, the student will not be permitted to continue as a Degree Apprentice unless they secure an alternative sponsoring employer.

How will we communicate with students about our student protection plan?

We will fully discuss and communicate this to all of our students and to future students by clearly displaying on Aptem and our website and clearly discussing at student enrolment. We will ensure that staff are aware of the implications of our student protection plan by ensuring that the student protection plan is disseminated to all members of staff, ensuring all teams adhere to its principles and all staff understand the implications of the student protection plan in our Programme Approval, Review and Amendment process.

Should we require to make a material change of sufficient magnitude to implement the Student Protection Plan, students would be notified at the earliest possible opportunity.

In the event that any aspect of the Student Protection Plan needs to be implemented, LMC will:

- Establish a Task Group to monitor actions and report to LMC's Executive Group and Governance Board;
- Communicate directly with affected students and staff; and
- Inform the Office for Students.

## Validated partnership arrangement with the University of West London

London Metropolitan College has a validated partnership arrangement with the University of West London (<https://www.uwl.ac.uk/>). Under the current system in the UK, an education provider without degree awarding powers that wants to offer higher education programmes must have a validation agreement with a degree awarding body, for London Metropolitan College this is the University of West London.

Validated partnership arrangements can be terminated by either party for different reasons. For instance, a provider may wish to stop delivering a specific degree / qualification / apprenticeship, and request to terminate their agreements.



There may be unplanned loss of validation arrangements or the termination of validation arrangements by our partnership agreement with the University of West London. If the validated partnership arrangement with the University of West London is terminated, we will formally engage with the the University of West London to to look to enable to provide students with tuition to complete their course, we will work with other institutions to find a suitable alternative elsewhere which will enable students still enrolled at the point of closure to complete their award, and be awarded their apprenticeship upon completion.

The University of West London will also provide a transcript of a students' academic credits so that their learning is recognised and that they may if appropriate gain recognition for their learning at another institution (validated partnership university).

There is the option of apprentices being transferred to another Apprenticeship Provider offering the same Apprenticeship if any of the measures require a transfer out. This is managed by the ESFA (Education and Skills Funding Agency).

## Annexe 1 Refund Policy

### Introduction

As a registered provider of higher education, LMC has published a Student Protection Plan which sets out how continuation and quality of study will be preserved for current and potential students if a risk to their continued study crystallises. The Student Protection Plan is designed to assure current and future students that LMC has appropriate arrangements in place to protect continuation of study. It outlines the types of risks that might apply and explains the approach LMC would take if these risks were to materialise.

In addition to the Student Protection Plan, LMC is required to adopt a Refund and Compensation Policy setting out the circumstances in which LMC will refund tuition fees and other relevant costs to students and provide compensation where necessary if LMC is no longer able to preserve continuation of study for one or more students. The Student Protection Plan identifies this as an unlikely risk, but we recognise that if it were to occur, affected students should receive a refund of fees and appropriate compensation in accordance with this policy.

LMC considers refunds and compensation to be a remedy of last resort and is committed to using its best endeavours to ensure all students are able to continue and complete their studies. It is however important to explain how LMC will refund or compensate students if LMC is unable to preserve that continuity of study.

In this Policy a reference to LMC no longer being able to preserve continuation of study means that LMC has 1) closed a programme, 2) intends to place a course into a teach-out process or 3) has unexpectedly had to terminate a programme.

- a. A programme of study on which an individual has been offered or accepted a place before that individual can register as a student or;
- b. A programme of study on which a student is registered before that student has completed that programme but which LMC will deliver until all students have completed or;
- c. A programme of study which can no longer be delivered by LMC and has to unexpectedly end before the students can complete the programme.

It does not include changes to or termination of programmes where all registered students who would normally have been expected to complete at the date of termination have done so.

There is no financial risk to students as the funding will be provided on a monthly basis by the employer. In addition, there is no financial risk to the Employer as the funding is from the Digital Apprenticeship Service (DAS) and LMC will follow the ESFA funding guideline process.

## Course Closure

If such circumstances arise, LMC will, when preparing its plan for dealing with the termination, consult the students that have applied to the programme and, as a minimum, following the guidelines set out in the Course Closure Policy, will:

- 1) Offer those students advice and support to help them decide whether or not to transfer to a different programme at LMC or seek transfer to a suitable alternative provider to complete the programme which is to be temporarily closed;
- 2) Offer to pay reasonable travel costs to cover at least one visit per student to visit an alternative provider;
- 3) Put in place, in consultation with the Student Union, a compensation plan relevant to the circumstances of the particular closure that includes provision for compensation in respect of additional costs reasonably incurred by students as a result of any relocation.

LMC will also ensure that its plan for dealing with the programme closure includes appropriate provision for communicating with who have been offered or who have accepted a place on the programme, to include as a minimum an offer of advice and support to help them decide whether or not to apply for a different programme at LMC or seek a suitable alternative.

## Teach-out Process

The teach-out process will mean that a course has been placed into teach-out with no further enrolments taking place to that programme. Normally, the programme will continue to be delivered as originally validated/approved, unless an unexpected programme termination has to be put in place.

## Unexpected Programme Termination

An unexpected programme termination occurs when a risk to continuation of study occurs due to unforeseen circumstance and LMC has no alternative but to terminate a programme before the end of the actual end date.

If such circumstances arise, LMC will treat communication and consultation with the students registered on the programme as a priority and will communicate this to the affected cohort/s of students within ten working days of the decision being made.

As a minimum, LMC will:

- 1) Ensure all students on the programme receive the exit award (for example, Functional Skills, contributory certificates or diploma or unit certification where appropriate) that recognises the stage they have reached;
- 2) Offer those students advice and support to help them decide whether or not to transfer to a different programme at LMC or seek transfer to a suitable alternative provider to complete the programme which is to be terminated;
- 3) Offer to pay reasonable travel costs to cover at least one visit per student to such an alternative provider;
- 4) Ensure that any student who has been in receipt of a bursary or similar funding

and who would have continued to receive that bursary or funding had the programme not terminated receives the remainder of that bursary or funding whether they transfer to a different programme at LMC or to the same programme at an alternative provider.

## Compensation

The compensation plan will include appropriate provision for:

- 1) Maintenance costs;
- 2) Lost time;
- 3) Additional tuition costs;
- 4) Travel costs as a result of relocation of provision.

Relevant guidance published by either the Office for Students or the Office of the Independent Adjudicator for Higher Education will be taken into account in preparing any such plans.

## Payments

Refunds will normally only be made to the bank and account holder (or other financial institution) that originally paid the tuition fee and will not be paid in cash. This applies whether the student is in receipt of a tuition fee loan from the Student Loans Company, pays their own tuition fees or has their tuition fees paid by a sponsor.

## Related Documents

This Refund and Compensation Policy is linked to LMC's Student Protection Plan, Course Closure Policy and the HE Academic Fees Regulations. It will be reviewed on a termly basis with those documents through the Student Engagement Committee.