

Student Protection Plan 2024-2026

Student Protection Plan for the period 2024-2026

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1 Introduction and overview

- 1.1 Goldsmiths College is a medium-sized member of the University of London. It runs programmes across the creative arts, creative industries, social sciences, psychology, management and computing. These programmes include delivery at pre-degree (foundation), undergraduate, postgraduate taught and research level. This means that the majority of risks that are posed to students relate to our ability to continue to provide degree level teaching on our single site campus in South East London.
- 1.2 The risk that the institution as a whole will cease to operate is currently medium. The current financial forecast shows a £15m fees shortfall in the financial year 23/24. A Transformation Programme is in progress to address this issue. We operate with a small financial surplus each year and have a level of cash reserves of circa £50 million. The institution's Strategic Plan has financial sustainability at the core of its mission, and any mitigation measures will place student experience as the primary focus for improvement and recovery.
- 1.3 In accordance with the above, this Student Protection Plan is specifically designed to cover the period 2024 2026, to encompass the full implementation of the Transformation Programme, and acknowledge the particular risks which are currently identified.
- 1.4 As a member of the University of London degrees are currently awarded using their degree awarding powers and this institution is also bound by the same stringent regulation. Goldsmiths does have our own degree awarding powers for taught programmes and so in the event that the University of London or the federation failed, we would be able to continue to deliver and award degrees to our students. Should Goldsmiths have degree awarding powers revoked then we would be able to rely on our relationship with the University of London and its registration with the Office for Students. Goldsmiths does not offer any degrees that are validated by an external partner, thus mitigating the risk that would be attracted by such arrangements.
- 1.5 Our student protection plan sets out:
 - what might happen that could interrupt your studies at the College these are the risks to the continuation of your study
 - how likely these risks are to happen to you this may vary depending on your course or where you're studying
 - what we're doing to reduce the likelihood of these risks occurring this includes actions that we'll take to help you if a risk occurs
 - what our policies are on refunds and compensation this includes when you will be eligible for a full or partial refund or compensation

- how we will communicate with you if your study is interrupted this includes what information we will make available to you, how we will support in making the right decision for you, and how you can make a complaint if you think we haven't followed our policies and procedures in responding to these risks if they occur.
- 1.6 We have written this plan so that you can understand what the risks are to your studies at the College and how we will manage them with you. This primarily relates to risks that occur because of actions and decisions that we make or events that are outside of our control.
- 1.7 Our regulator, the Office for Students, approves the student protection plan as part of its oversight of our activities before we can publish it. We must follow the actions set out in our approved student protection plan and notify the Office for Students whenever we do so.
- 1.8 The plan has been reviewed and input provided from the Pro-Warden for Education and Student Experience; the Student Experience Focus Group; Goldsmiths Students Union representatives; and Student & Academic Services representatives. It receives its final approval from Academic Board and Council.

2 Risks to the continuation of your study

- 2.1 We set out a wide range of risks that could arise and that, if they did so, would cause disruption to the continuation of your study. In setting these out, we aim to give you the reassurance that we have thought about the whole College and student experience and have established contingency plans should any of these risks occur. We have also included actions that we would take to protect your continuation of study if one of these risks were to occur and affect you.
- 2.2 The risks included in this student protection plan are those that we have assessed to be sufficiently likely to occur over the next two years. This does not mean that we believe that they will occur, but that if they do then we have concrete plans in place to support you. The predominant driving factors behind the risks are our objectives to secure a long-term sustainable business model, whilst maintaining the unique Goldsmiths provision.
- 2.3 We have assessed the likelihood of a risk occurring and its impact if it did occur on the scale being low, medium, and high. The mechanism for determining the level of risk is in accordance with the methodology used for the developing corporate Risk Register which is monitored by the Senior Management Team, and is included as an Annex to this Plan.
- 2.4 Key Policies and information can be found here:

- Course Closure Policy: <u>Policy and Procedure for the closure of programmes</u> (<u>PDF</u>) (internal document)
- Fee liability information: gold.ac.uk/students/fee-support/fee-liability
- Complaints procedure: <u>gold.ac.uk/students/appealsandcomplaints/studentcomplaints</u>

3 Learning and teaching risks

3.1 The **risk that we will suspend a programme**, is medium. We mitigate this risk by having in place deadlines to ensure programme withdrawals are made well before the period affected. We also undertake Periodic Programme Review, and annual departmental planning processes to ensure that we have enough early sight of such plans. If programme suspension did occur the impact would be high. It would affect the students on those programmes – whether currently studying or holding an offer. If we were considering suspending a programme, then we would consult current students (or their representatives) as part of the decision-making process. If we then decided to close your programme, as an alternative to teach-out we would offer you the opportunity to transfer to another programme at the Goldsmiths, possibly with an adaptation made to accommodate you. If there were no appropriate alternative programme available, then we would provide certification for your credit and support you in transferring to another provider - we would also support you transferring if we felt there was another programme at the College that was appropriate for you, but you still wished to transfer to another provider. Details of teach out, internal transfer, external transfer, and exit awards and certification are set out below.

3.2 Given the highly specialist nature of some programmes taught at Goldsmiths, the risk that we lose specialist academic staff and therefore the College no longer has the specialist knowledge to continue teaching specific modules, is medium. We mitigate this risk by having policies in place to support consistent workload, career development and secondment opportunities to retain specialist staff and provide job satisfaction as well as opportunities to progress. We also engage with staff to identify potential future staff changes so that these changes can be considered in the module planning. The Transformation Programme, specifically, will mitigate this risk through the Portfolio Simplification and Enhancement workstream. If this risk did occur the impact would be high. It would affect students on those courses that lost the specialist staff, but the impact on other students would be very low. If this occurred, then we would seek to identify another member of staff with the appropriate skills and experience to fill the vacancy through alternative arrangements. In addition, the department would review the programme and module requirements to identify whether the same outcomes could be delivered through an alternative route. Where an effective staffing replacement cannot be found, and a programme cannot continue, the College would implement the same procedures as if a programme was suspended (see above).

Under these circumstances:

- a) Students would be offered the opportunity to transfer to another programme, possibly with adaptation made to accommodate them (see below for details of internal transfer).
- b) If no appropriate programme was available, the College would support students to transfer to another institution and record the amount of credit/academic progress achieved (see below for details of external transfer and exit awards and certification).
- c) Where appropriate, the College would seek to compensate students because of disruption to their studies and they suffer demonstrable, material financial loss (see below for details of the compensation procedure).
- 3.3 The risk that we lose specialist professional service staff and therefore the College is unable to provide support services is low. We mitigate this risk by planning our support services so that we are not relying on specific individuals to deliver particular services, and, especially in professionallyqualified areas such as Counselling, ensure that we have a team of colleagues who can cover for each other if needed. If we were to be impacted by an unexpected volume of staff departures, we would look to modify the services concerned to ensure that as many students as possible could continue to access them, in a slightly amended form where necessary.

- 3.4 The risk that we make major changes to programme content for the subsequent year of your study is medium. We mitigate this risk by having deadlines in place to ensure major programme changes are made well before the period affected. If the risk did occur the impact would be low as we would ensure current students would be involved in the consideration of major amendments to help us to understand and minimise the impact. It would affect students studying or hold offers to study on the affected programmes. If we made major changes to your programme content for the subsequent year, to the extent that the College's responsibilities in relation to Competition & Markets legislation were enacted, then we would offer you the opportunity to transfer to another programme at the College, possibly with an adaptation made to accommodate you. If there were no appropriate programme available, then we would provide certification for your credit and support you in transferring to another provider – we would also support you transferring if we felt there was another programme at the College that was appropriate for you, but you wished to transfer to another provider. Details of transfer and exit awards and certification are set out below.
- 3.5 The risk that unforeseen international or institutional issues result in you being insufficiently supported or unsafe during your year abroad (including the location of the institution and consideration of its context) is currently low. We mitigate this risk by having robust and effective due diligence with all international partners and ensuring we have ongoing communications and quality assurance with our partnerships. We also monitor these risks through the International Development & Academic Partnerships Team, and your programme convenor, and ensure that we have contextual understanding of your location(s). If the risk did occur the impact would be very high for the students who were in that situation. Details of the actions we would take to protect your continuation of study in this situation are set out in the "Study Abroad" section of this student protection plan below.

4 Regulatory risks

- 4.1 The **risk that the College loses or had restrictions placed on its degree awarding powers** is medium. We mitigate this risk by having in place Governance, Quality Assurance and other teams that ensure the College is complying with the Office for Students' regulatory framework, including its ongoing conditions of registration. We also monitor our compliance through quality assurance and risk management procedures in accordance with our governance framework. If the risk did occur the impact would be very high and would affect all students. If the Office for Students placed restrictions on or withdrew the College's degree awarding powers, then we would give you an exit award and certification of credit for the studies that you had already completed and provide support for you to transfer to another provider. Details of transfer and exit awards and certification are set out below. The College's membership of the University of London federation (see above) also mitigates this risk.
- 4.2 The risk that the Office for Students would withdraw the College's registration is high until we have implemented our plan to secure the College's long-term financial viability and sustainability. We mitigate this risk by having in place Governance, Risk and Audit controls as part of our published Ordinances, Quality Assurance and other teams that ensure the College is complying with the Office for Students' regulatory framework, including its ongoing conditions of registration. We also monitor our compliance through quality assurance and risk management procedures in accordance with our governance framework. The impact if this did occur would be very high. It would affect all students as the College would lose access to its public funding via the Office for Students (and possibly other funders as a direct or indirect consequence), its sponsor licence for sponsoring international students to study in the UK and student finance support (from the Student Loans Company) in the form of tuition fee loans and maintenance support to students. If the Office for Students withdrew the College's registration, we would apply for designation for teach-out to help you to complete your studies at the College if you wished to do so. If you wanted to transfer to another provider instead then we would give you an exit award and certification of credit for the studies that you had already completed; we would also provide support for you to transfer to another provider. Details of teach out, transfer and exit awards and certification are set out below.

- 4.3 Separately from withdrawal of registration, the **risk of suspension or** revocation of the College's sponsor licence from the Home Office is low, as long as we continue to be registered with the Office for Students. We mitigate this risk by ensuring that we comply with the Home Office's regulatory requirements for sponsors. We also undertake internal monitoring of our compliance, including through attendance monitoring, currently through the SeATs system. If the Home Office were to suspend or revoke the College's sponsor licence, then the impact of this would be very high for international students who are studying at the College on a visa sponsored by Goldsmiths through the Student Route system. There would also be an impact on the College's other students due to (a) the cultural and social impact on the remaining student body of the international students having to transfer to a different provider and (b) the financial impact of the loss on income that would be associated with these transfers (see the section on infrastructure risks below). If the Home Office were to suspend or revoke the College's sponsor licence, then we would give international students an exit award and certification of credit for the studies that you had already completed; we would also provide support for you to transfer to another provider that holds a sponsor licence to sponsor you. Details of transfer and exit awards and certification are set out below.
- 4.4 The **risk that the College would lose accreditation of one or more courses** is very low. We mitigate this risk by ensuring compliance with accreditors' standards and requirements. We also undertake internal audit of our compliance and quality assurance of our courses to monitor this risk. The impact if this risk did occur would be very high. It would affect the students who were studying on the courses for which the accreditation had been withdrawn. If an organisation withdrew its accreditation, then we would help you to identify an alternative course that met your needs and transfer you to that course. If you wanted to transfer to another provider that holds the relevant accreditation, then we would give you guidance and support in doing so. Details of transfer are set out below.

5 Infrastructure risk

- 5.1 The **risk that external events** resulted in temporary building or institutional closure is currently low. If this happened, the impact would be very high, as the College operates from a single campus. It would affect all students that are taught in the affected buildings as alternative arrangements would need to be made to ensure continuation of teaching. If the risk occurred, then we would implement the relevant business continuity plan. The actions to protect and support you would depend on the external circumstances that had resulted in the closure. The process for identifying the appropriate response is outlined in the College's Incident Management Plan. If the impact of the incident continued beyond the point when study could reasonably be resumed, then we would support you to find different institutions in a safe location details of transfer are set out below.
- 5.2 The risk that we would need to close the College due to financial viability is currently high, due to the pressures described above. That said, the short- and medium-term financial position of the College is secure, and we are implementing a plan to balance our income and expenditure to secure the College's long-term viability and sustainability. We will be implementing this plan over the remainder of the current academic year (2023-24) and next academic year (2024-25) and the financial viability risk will reduce over the year as we complete the actions that we have identified as necessary – you can read more about this and how it might affect you in the section on the Transformation Programme We also mitigate this risk by having in place financial management structures to monitor finances, agree strategies for cost savings, growth and investments. We have College-level and departmental financial plans in place to support the sustainability of the College. We also monitor the College's financial viability and sustainability through risk management procedures and in accordance with the governance framework. If College closure due to financial viability issues did occur the impact would be very high and would affect all students. If this occurred, then we would, if possible, close in a gradual way over a period that would allow current enrolled students to complete their programme, and/or explore partnership or transfer arrangements with other institutions. Details of teach out, transfer and exit awards and certification are set out below.

- 5.3 The risk that we would need to permanently close a building in which we are teaching you is normally low. "Normally" is specified here to acknowledge that there can sometimes be unforeseen structural or regulatory issues which require a building to be closed at short notice and outside of the College's control The Senior Management Team, advised by Estates and Facilities Directorates and IT and Digital Services develop, monitor and implement the College's strategic planning and policy development in relation to the College's estate. We also monitor the College's financial viability and sustainability through risk management procedures and in accordance with the governance framework. If we did need to close a building permanently the impact would be high for those students affected but much lower for other students. It would affect all students that are taught in the affected buildings as alternative arrangements would need to be made to ensure continuation of teaching. If the risk occurred, then we would ensure that you could continue your studies within a different building, or via online/blended learning for a limited period – how we would continue to teach you would be part of the decision-making about the building closure and we would consult with you if this would be a significant change from where or how we were currently teaching you.
- The risk that your studies may be disrupted due to industrial action is 5.4 currently high. We mitigate this risk by having policies that establish the College's position and procedures for consultation and negotiation with the recognised trade unions. We also have policies that outline the College's position on industrial action and the procedures and response to such action. We also ensure that we have ongoing People and Organisational (POD) relationships with the recognised unions to ensure early sight of possible action and to reduce the risk of this occurring, whenever possible. If industrial action did occur the impact would be medium, though there would be some variation of the impact between different courses and subject areas, depending on the level of participation in different parts of the College. We would maintain support and wellbeing services and, if feasible, we would increase support for you. We would also provide alternative services to support you, for example extending opening hours to study space. Finally, where possible, we would rearrange teaching or use online platforms or other resources to teach you. We would ensure that we mitigate the impact of industrial action on your studies and your progression through your programme. We have established processes and practices for implementing Emergency Regulations which can be applied at very short notice, in the interests of maintain students' progression and completion decisions during periods of industrial action, sometimes on a provisional basis.

6 How we will preserve continuation of your study and what we will do if we are unable to do so

- 6.1 We have set out above a wide range of risks that could arise and that, if they did so, would cause disruption to the continuation of your study. We have also set out some of the actions that we would take to support you if these risks occurred. We provide more detail below on what we will do to support you in continuing your studies if these risks occur and what we will do if we are unable to support you in continuing your studies at Goldsmiths. This includes details on how teach out, transfer (internal and external), exit awards and certification and year abroad students as well as a section on our approach when we undertake restructuring that affects teaching and other staff that may affect your studies.
- 6.2 In addition to the engagement and consultation processes set out in mitigation steps above, we will have a communication plan designed to ensure that every student receives full and accurate information and guidance on which options to choose and how we will monitor their student experience.
- 6.3 We will also consider the implementation of emergency academic regulations to take into account the particular circumstances surrounding the non-continuation of study.
- 6.4 If we need to contact you about any of the risks above occurring, the process will include the following steps:
 - a) We will write to you with full information on the changes to the programme portfolio which affect you, including programme amendments and withdrawals, and appropriate current or new programmes available to choose from. We will provide a rationale for these changes and inform you of the timeline and process that we will follow. We have established processes for delivering these communications via the Student Success team.
 - b) We will invite you to discuss with the senior academic colleagues and the Programme Convenor the details of the programme changes, the impact of these changes on you, go through the options available to you and answer any questions you may have.
 - c) Once you have made your decision, we will support you in your decision at every step with appropriate advice and guidance, as described below under sections Teach out, Internal Transfer and External Transfer, as appropriate.

d) You will continue to receive additional support, advice and guidance from our Wellbeing services, in particular if vulnerable students have any specific requirements or needs. We will discuss with you confidentially if you would benefit from counselling or financial advice during this period, so you are fully supported throughout the transition.

7 Teach out

- 7.1 This section applies to all students irrespective of level or mode of study, including postgraduate research students.
- 7.2 "Teach out" refers to the arrangements which are made to ensure that students who are enrolled on a programme at the point at which it is closed or suspended, are given the best opportunity to complete the course that they applied to and enrolled on.
- 7.3 If we need to teach out your course, this will be due to one of the risks outlined above occurring and this is the only option available to us. Wherever possible we would seek to transfer you to a different programme or to another provider (if you preferred). However, if we are able to teach out your course, then we will ensure that the quality of your course, the teaching provided, and your student experience are maintained to the same level as would have been the case if your course were continuing for future students.
- 7.4 Different students have different needs and we are aware that for some students, teach-out would be the most appropriate option, even where another provider could deliver a suitable course to enable the student to complete their studies. This could arise for several reasons such as a student having caring responsibilities or difficulties in travelling or relocating for any reason. We will talk to you and ask for your view before deciding whether teach out or transfer is the best choice for you.
- 7.5 Where it is necessary to change any aspect of your study programme, including the optional modules that are available during the teach-out of your course, we will consult you on these changes and explain the reasons why they are necessary. If you are unhappy with the proposed changes we will explore other options for completion of your programme, as described in the sections below.
- 7.6 We will communicate with you through your course representatives, establish communication routes with Programme Convenors, and provide opportunities for you to have one to one meetings with your Personal Tutor. This is to ensure that you have enough information to understand how the teach-out process will work for you and that you have the opportunity to raise any questions or concerns about the teach out or related matters.

- 7.7 We will ensure that we provide you with detailed information, advice and guidance throughout the teach out period (see the "How we will communicate" section below).
- 7.8 Named colleagues within the Faculty structure, such as Programme Convenors and School Education and Student Experience Coordinators, will have responsibility for ensuring that a high-quality student experience is maintained. The Programme Convenor is accountable to the Head of Department for ensuring that they maintain overall oversight of the student experience for all affected students in the department. We will continue to require annual programme reviews for the programme in each year until all students have completed – this is to ensure that the course remains fit for purpose and that quality and standards are maintained throughout the teach out period until you finish your studies. In order to complete these reviews, convenors will need to take account of, and respond to, assessment outcomes, feedback from you and your fellow students and from external examiners. Any periodic reviews of programmes within the relevant Faculty will include scrutiny of the programmes being taught out and include engagement with those cohorts of students.
- 7.9 If there are any concerns with the quality of teaching or learning students will have the opportunity to raise this informally or formally as a complaint, as detailed in the Student Complaint procedures below.

8 Internal transfer

- 8.1 This section applies to applicants and all students irrespective of level or mode of study, including postgraduate research students.
- 8.2 In the event that teach out, as described above, is not appropriate in instances where programmes are being suspended or closed, we will inform and discuss with applicants and students if there are other attractive and relevant programmes in the same or another department at Goldsmiths that offer holders and students (which will include our Foundation Year students) can be encouraged to transfer to. We will inform applicants that we will release them from their offers of places at Goldsmiths if they do not want to transfer to alternative Goldsmiths programmes. For our current, including Foundation Year, students, we will write to them with detailed information on the changes to the programme, informing them of the rationale for these changes and a set of options available to them. They will be invited to meet with the relevant Programme Convenor to discuss their options and seek further advice and guidance before making their decision.

- 8.3 If you are unable to continue on your programme via teach out for any reason then we will support you to transfer to another programme within Goldsmiths – if the transfer is due to Goldsmiths closing or changing our programmes, then we will help you to move to a course that is similar to your current programme of studies. We call this internal transfer and this section explains how this will work in practice for you – if you are looking for information about how to transfer to another provider, please see the next section below.
- 8.4 To help you decide what you want to do, we will discuss with your options with you support will be available to you from both academic and professional services staff. We are aware that different students have different needs and responsibilities. This could arise for several reasons such as a student having caring responsibilities or difficulties in travelling or relocating for any reason. We will talk to you and ask for your view to help you to understand what options are realistically available to you and to enable you to make the right choice for you.
- 8.5 The majority of changes are likely to involve the merging of programmes and for this reason, you may wish to transfer to alternative programmes within the College. Our intention is to create improved programmes of study which are attractive to you, which improve your experience at Goldsmiths and enable us to provide you with continuity of study.
- 8.6 When discussing the option of internal transfer with you, we will go through the details of the programme highlighting similarities and differences between the programmes on offer and which ones are the closest match with your original programme of study, going through the details of the learning outcomes, assessment model and the employability aspects of the programme in question.
- 8.7 Once you make your decision to transfer to a programme internally, we will make the necessary adjustments to your registration and provide you with all the details of the programme delivery and access to resources. We will monitor your experience through student feedback mechanisms on a regular basis.
- 8.8 If you decide that you do not wish to transfer to another Goldsmiths programme, then you have the choice to transfer to a course at a different provider (we call this external transfer), undergo teach out at Goldsmiths (if that is possible) or leave your studies early with an exit award and certification of your academic achievement. In the latter circumstance, we would also provide you with details of the arrangements for refunds and compensation. Details of each of these processes are set out elsewhere in this student protection plan.
- 8.9 If you are not happy with how we handle your internal transfer, we will ensure that you are advised of the complaints process gold.ac.uk/students/appealsandcomplaints/studentcomplaints

9 External transfer

- 9.1 This section applies to applicants and all students irrespective of level or mode of study, including postgraduate research students.
- 9.2 In the event that teach out or internal transfer, as described above, are not appropriate or available in instances where programmes are being suspended or closed, and as a result you are unable to continue on your programme, then we will help you to move to a course that is similar to your current programme of studies at another provider where such a course exists. We call this external transfer and this section explains how this will work in practice for you.
- 9.3 To help you decide what you want to do, we will discuss your options with you support will be available to you from both academic and professional services staff. We are aware that different students have different needs and responsibilities. This could arise for a number of reasons such as a student having caring responsibilities or difficulties in travelling or relocating for any reason. We will talk to you and ask for your view to help you to understand what options are realistically available to you and to enable you to make the right choice for you.
- 9.4 We will compare the other provider you are considering for an external transfer with Goldsmiths to establish the differences in academic and student support services that might have any adverse impact on you. This will include information such as, access to the campus, accommodation, visa, library resources, special adjustments including disability allowance, SLC loan, financial support including scholarship or bursary, counselling or mental health support, access to hardship funds, career advice, guidance on student complaints and appeals processes and student's union activities.
- 9.5 If you decide that you want to transfer externally, then we will support and facilitate this process working with the relevant provider, including the development of articulation arrangements where possible. It should be noted, however, that any transfer of credit between institutions is subject to the relevant regulations and processes of the receiving institution.

9.6 Depending on the circumstances of the course closure(s) in question, where there are substantial numbers of students who wish to take the external transfer to another University, we may set up a Student Transfer and Protection Task and Finish Group to ensure that we have considered the impact of the transfer on your personal, physical, financial and emotional wellbeing as well as your academic success and outcome. We will compare the other University you have chosen for an external transfer with Goldsmiths to establish the differences in academic and student support services that might have any adverse impact on you. The draft terms of reference for a Student Transfer and Protection Task and Finish Group are provided below:

"To consider, discuss and agree the impact of the external transfer with the student:

- i. Tier 4 and Student Route visa and implications of transfer
- ii. Tuition fee differential
- iii. Access to Bursary and hardship funds
- iv. Travel to the University and any re-location expenses
- v. If carer, any childcare/additional expenses due to changes in teaching hours
- vi. If relying on part-time employment for income, impact on financial situation due to different timetable and/or location of another University
- vii. Student Loans transfer to receiving University
- viii. If in Accommodation/Halls of residence, consider release from contracts and compare costs at receiving University
 - ix. Academic results, including re- sits and credits achieved at the time of transfer
 - x. Any implications for professionally-regulated programmes
 - xi. Any special adjustments or mitigating circumstances to be agreed at receiving University
- xii. Access to support from counselling, mental health experts, if required
- xiii. Financial compensation, if required."
- 9.7 If you are not happy with how we handle your external transfer, or you decide to leave your studies early instead, then we will ensure that you receive an exit award and certification of your academic achievement. We will ensure that you are advised of the complaints process and the arrangements for applying for compensation and refunds.

10 Exit awards and certification

10.1 This section applies to all taught students irrespective of level or mode of study. In certain circumstances it may apply to postgraduate research students.

- 10.2 We will enable students who transfer externally to have the appropriate exit awards and certification with evidence of their academic achievement. We will ensure students who decide to transfer externally are advised that they will be able to access exit awards and transcripts in the future.
- 10.3 We will follow due process under the College's regulations in making the exit award in line with the credits attained you have attained at the time of transfer, which will enable you to continue with your academic studies at the University that you transfer to. We will also provide an academic reference and transcript for you if you transfer externally.

11 Study abroad students

- 11.1 This section applies to all full time students studying on programmes that include study abroad, irrespective of level.
- 11.2 Some of our programmes offer study abroad experience to students at Universities in other countries with whom we have a partnership agreement. If you take advantage of our study abroad opportunities, you will complete a part of your degree programme based at these institutions, where you attend lectures and seminars and benefit from the cultural and academic experience of another culture, country and language. This element of the programme is typically in your second or third year and you will return to Goldsmiths to complete your study. The academic credits you achieve on your year abroad are included in the assessment of your overall achievement and award.
- 11.3 If you were insufficiently supported or unsafe during your period of Study Abroad, then where possible we would seek to broker a new arrangement with a nearby or contextually similar institution that could provide the same intended outcome for you.
- 11.4 If the context meant that your country of choice was not an option, we would identify an alternative location that could provide the same or similar educational outcomes. Alternatively, we would give you the option to return to the UK and move to a three-year degree and we would make additional amendments with the relevant department to support this transition.
- 11.5 Where teaching cannot be completed and there are no alternative options, we would support you to return to UK and continue your study at Goldsmiths, with your credit/academic progress recorded. Where this disruption had caused delay to the expected accumulation of credit, we would seek where possible to provide you with opportunities at Goldsmiths to make up for the time lost due to the disruption, though this cannot be guaranteed in the context of individual programme regulations and structures.

11.6 Where appropriate, the College will compensate students because of disruption to their studies and they suffer demonstrable, material financial loss. All compensation claims will be reviewed and agreed through the compensation procedure outlined within this plan (see sections below for details of the compensation procedure).

12 Equity and inclusion

- 12.1 Whilst the provisions of this Student Protection Plan apply equally to all students of the College, Goldsmiths acknowledges that certain groups of students may be particularly impacted or vulnerable should it become necessary to enact the provisions of the Plan.
- 12.2 In the event of having to enact any of the provisions of this Plan, the College will give particular consideration to the impact on minoritised or marginalised groups, and seek to make particular provision where possible, including (but not limited to):
 - a) Specific support (such as drop-in sessions) for students with disabilities or health conditions which exacerbate the impact of the events which have led to the Plan being enacted
 - b) Consideration to be given to the enactment of particular Emergency Regulations which seek to provide additional support or provision to students who are particularly impacted by the events which have led to the Plan being enacted
 - c) Depending on the specific circumstances in question, Equality Impact Assessments to be undertaken on the College's proposed remedies, on a time- or course-specific basis as required
- 12.3 We do not consider that the College has any specific group of students for whom there is an increased risk of non-continuation of study as a result of the Transformation proposals.

13 Our commitment to you on refunds and compensation

13.1 This section of the student protection plan sets out our policies and procedures for refunds and compensation and applies to all students irrespective of level or mode of study.

14 Refunds

- 14.1 Our refunds policy is published at <u>gold.ac.uk/students/fee-support/fee-liability</u>. If you formally withdraw, transfer or interrupt from your programme, your tuition fee costs may be adjusted based on your last date of attendance. Please note that the provisions below are part of the College's standard policies on fee liability and refunds.
- 14.2 As a standard mechanism, we calculate the fee liability per half term pro rata for the first two terms. Please note that we make refunds to the original payee:

Undergraduates

Stage of Withdrawal or Leave of Absence	Charge
Term 1: up to 3 weeks from the start of term	No fee payable
Term 1: After 3 rd week of the autumn term	25% of the annual fee due
Term 2: from the start of Spring term	50% of the annual fee due
Term 3: from the start of the Summer term	100% of the annual fee due

Postgraduates

Stage of Withdrawal or Leave of Absence	Charge
Term 1: up to 3 weeks from the start of term	No fee payable
Term 2: after 2 weeks of the Spring term	25% of fee due, 75% refund
Term 3: after 2 weeks of Summer term	50% of fee due, 50% refund
Term 4: after 1 st July	100% of fee due

14.3 If you want to know more about our refunds policy, then see: <u>gold.ac.uk/students/fee-support/fee-liability</u>.

15 Compensation

15.1 This section applies to all students irrespective of level or mode of study.

- 15.2 We process all compensation claims through the same procedure regardless of the circumstances that have resulted in the claim being made. Compensation would normally be sought via the College's complaints procedure, unless a particular set of circumstances such as widespread industrial action or other form of disruption have given rise to a need for a bespoke compensation scheme to be developed. All claims are considered against the same framework to ensure consistency and fairness of outcomes.
- 15.3 We have developed our procedures in line with Universities UK's recommendations.
- 15.4 We consider each claim on a case-by-case basis where you are seeking compensation or additional payments in respect of:
 - The payment of additional travel costs for students affected by a change in the location of their course
 - 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 must transfer courses or provider
- 15.5 If we were to close your course and transfer or teaching out were not appropriate options for you, then we will discuss with you the question of compensation. Where possible we will aim to, "put the student back into the position they were in" and will develop a compensation package that is appropriate to achieve this aim for you. The College operates with substantial cash reserves, agreed and monitored in negotiation with our bankers, which could be used to provide refunds or compensation in such situations.

16 How we will communicate about the student protection plan

- 16.1 This section is applicable to all students irrespective of level or mode of study.
- 16.2 This section of the student protection plan sets out information about how we will communicate with you about our student protection plan.
- 16.3 We will publicise our student protection plan to current and future students via the College's website when it has been agreed by Academic Board and Council. We will publish the plan on our website in key locations in relation to the College's policies. It will also be one of the pieces which students need to confirm they have read when they enrol and re-enrol.

- 16.4 We will ensure that staff are aware of the implications of our student protection plan when they propose course changes by providing a general update to staff in all staff bulletins when the student protection plan is updated and revised. In the process for course changes, we will ensure that all colleagues in leadership positions are briefed on the provisions of the student protection plan.
- 16.5 We will review the plan whenever there is a change in either our risks or our approach to handling them. As noted above, this iteration of the Plan is specific to the period of the Transformation Programme at Goldsmiths: when a new Plan is established, we will also determine an appropriate schedule and methodology for review of the Plan.
- 16.6 Where we plan to make changes to our courses that affect you or any other changes that impact on our activities that affect you, we will consult you about the proposed changes and will provide individual information, advice and guidance to you on your options, as described above. We will also develop a communications plan and we will have face to face meetings with all students that are affected by the changes. This section sets out how this will work in practice.

17 When and how we will communicate with you

17.1 The table below sets out when and how we would notify you if you were affected by one of the risks identified in the "Risks to the continuation of your study" section above.

Risk leading to activation of the student protection plan	Specific timeframes for communication with students	Arrangements for communication
Learning and Teachin	ig Risks	
We suspend a programme.	Applicants and students would be informed within ten days of approval.	We will communicate directly with you via email informing you of the change and offering the opportunity to meet with relevant colleagues before making your decision.
We lose specialist academic staff and therefore the College no longer has the specialist knowledge to continue teaching specific modules.	Students are not usually informed specifically of staff changes. Communications re programme/module changes as above.	We will communicate directly with you via email informing you of the change, and offering the opportunity to meet with relevant colleagues before making a decision.
We lose specialist	Students not usually	Registered recipients of the

Risk leading to activation of the student protection plan	Specific timeframes for communication with students	Arrangements for communication
professional service staff and therefore the College is unable to provide support services.	informed specifically of staff changes.	service(s) in question will be contacted to explain the alternatives available.
We make major changes to programme content for the subsequent year of your study.	Applicants and students would be informed within ten days of approval of change to programme.	Where we consult with students in the normal course of changes then course representatives would be involved in the process of planning changes. We will communicate directly with you via email providing a detailed explanation of the changes and the impact on your programme, and offer the chance to discuss the implications and options with relevant colleagues.
International institutional risks result in you being insufficiently supported or unsafe during your period of Study Abroad (including the location of the institution and consideration of its context).	If the risk arose, the College would react within a reasonable timeframe. However, the communication timeframe would be dependent on the circumstances that resulted in that risk.	We will communicate directly with you via email providing as much information as is available about the potential disruption to your study, and (where necessary), appropriate mechanisms to return you to the UK
Regulatory Risks		
The College loses or has restrictions placed on its university status or its degree awarding powers.	Within 24 hours.	We will issue an all student communication via email and provide updated information on Goldsmiths intranet pages – with online Q&A and information. We would provide a central email address for general enquiries and an academic-led approach to in- person engagement. In the event that there were known restrictions on the College or particular groups of students'

Risk leading to	Specific timeframes for	Arrangements for	
activation of the	communication with	Arrangements for communication	
		communication	
student protection	students		
plan			
		capacity to receive emails,	
		other communications	
		methods would be considered.	
The Office for	Within 24 hours.	We will issue an all student	
Students withdraws		communication via email and	
the College's		provide updated information on	
registration.		Goldsmiths intranet pages –	
		with online Q&A and	
		information. We would provide	
		a central email address for	
		general	
		enquiries and an academic-led	
		approach to in-person	
		engagement. In the event that	
		there were known restrictions	
		on the College or particular	
		groups of students' capacity to	
		receive emails, other	
		communications methods	
		would be considered.	
The College's sponsor	Within 24 hours.	We will issue communication to	
licence is suspended		all students on Tier 4 or Student	
or revoked.		Route visas, via email and	
		provide updated information on	
		Goldsmiths intranet pages –	
		with online Q&A and	
		information. We would provide	
		a central email address for	
		general enquiries. In the event	
		that there were known	
		restrictions on the College or	
		particular groups of students'	
		capacity to receive emails,	
		other communications methods	
		would be considered.	
The College loses	Within 24 hours.	We will issue communication to	
accreditation of one or		all affected students, via email	
more courses.		and provide updated	
		information on Goldsmiths	
		intranet pages – with online	
		Q&A and information. We	
		would provide a central email	
		address for general enquiries	
		and an academic-led approach	
		to in-person engagement. In	

Dick loading to	Spacific timoframas for	Arrangements for
Risk leading to activation of the	Specific timeframes for communication with	Arrangements for communication
		communication
student protection	students	
plan		the event that there were
		the event that there were
		known restrictions on the
		College or particular groups of
		students' capacity to receive
		emails, other communications
		methods would be considered.
Infrastructure Risks		
External events result	Within 24 hours.	We will issue an all student
in building or		communication via email and
institutional closure		provide updated information on
		Goldsmiths intranet pages –
		with online Q&A and
		information. We would provide
		a central email address for
		general enquiries and an
		academic-led approach to
		course-specific engagement.
We need to close the	Within 24 hours.	We will issue an all student
College due to		communication via email and
financial viability.		provide updated information on
		Goldsmiths intranet pages –
		with online Q&A and
		information. We would provide
		a central email address for
		general enquiries.
We need to	Within 24 hours	We will issue an all student
permanently close a		communication via email and
building in which we		provide updated information on
are teaching you.		Goldsmiths intranet pages –
are teaching you.		with online Q&A and
		information. We would provide
		a central email address for
		general enquiries.
Your studies are	In advance of the industrial	We will issue an all student
disrupted due to	action	communication via email and
industrial action.		provide updated information on
		Goldsmiths intranet pages –
		with online Q&A and
		information. We would provide
		a central email address for
		general enquiries and a
		department-led approach to in-
		person engagement.

18 Information, advice and guidance

- 18.1 This section applies to all students irrespective of level or mode of study.
- 18.2 The Directorate of Student and Academic Services, along with the College's academic areas, will take the lead in the design and implementation of the information and guidance for students in the event of course or programme closure. The key areas of the Directorate in this context are Registry Operations, Student Success, Disability, Wellbeing, and Advice, Counselling, and Accommodation. Where required, the Directorate will also work closely with the Immigration Advisory Service to note any implications for students who require study visas. Any communications will be following liaison with the Students Union and student programme representatives. Colleagues from the Communications team will support the engagement with students via the College website, and any other mechanisms which can be used for the dissemination of both targeted and general messages.
- 18.3 Where the student protection plan is implemented and a large number of applicants and students are affected, we will ensure that enhanced information and guidance is available that fully supports all affected applicants and students, as described in the table above.
- 18.4 After these stages are complete, we will undertake a review of how effectively the student protection plan protected students and whether this worked as intended. We will also identify opportunities to strengthen the plan to ensure future students continue to be appropriately supported to continue their studies.
- 18.5 Once we have taken decisions about changes to programmes, we will write to all affected applicants and students setting out the changes as described above; the choices available to them (teach out, internal transfer, external transfer, exit awards); the support available for making a decision; the process for informing the College of that decision; and the compensation, refunds and complaints procedures set in place for them.
- 18.6 This correspondence and online information will be backed up by targeted engagement with affected applicants and students, to include briefing and information sessions and Q&As with relevant colleagues. Students will have the opportunity to attend 1-1 sessions with personal tutors and relevant members of professional services staff.
- 18.7 We will ensure that Students' Union officers and student programme representatives are briefed about the changes and encouraged to hold peer-to-peer sessions for information and discussion.

- 18.8 The Directorate of Student and Academic Services will provide extra support to more vulnerable students, as appropriate to ensure individuals receive the support that they need. This will include information from Student Support Services.
- 18.9 All students including those not directly affected will be kept informed of changes to the College's degree provision and the student protection and experience measures set in place through internal communications and the setting up of a dedicated site on the College website/intranet.
- 18.10 The effectiveness of student protection plan and the actions therein will be monitored principally through the tracking of the decisions made by students; the collection of feedback from students; and the student complaints procedure. Follow-up with affected applicants and students in September-October will assess whether the anticipated protections have been effective.
- 18.11 Students will also be advised that independent advice is available from the Students' Union.

19 Student engagement and consultation

- 19.1 This section applies to all students irrespective of level or mode of study.
- 19.2 As per our established procedures, we will engage and consult with students about changes to programmes both directly and via student course representatives. This section describes the engagement and consultation mechanisms which are specific to this iteration of the Student Protection Plan.

20 Transformation Programme

- 20.1 As referred to above, the College is undertaking a comprehensive Transformation Programme, which aims to bring the College to a position of ongoing financial stability. The Programme will encompass (but may not be limited to):
 - Restructuring the College's *academic structures*, to provide more rigour and consistency to the processes and roles which support the delivery of high-quality programmes
 - Reviewing the College's portfolio of *modules* to ensure that we are concentrating our teaching resources on the areas which best support students' learning
 - Identifying cost reductions to support financial sustainability;

- Aligning support services to the new structure, and developing systems and processes which best support the efficient delivery of those services
- 20.2 The Programme will run for the duration of this SPP, with much of the activity expected to be delivered in September 2024. Goldsmiths Students Union are involved in the programme as key stakeholders, and will represent students' interests at all decision points. All of the above provisions remain in place during the implementation of the programme.

21 How we will engage with and consult you if you are affected by the transformation process

- 21.1 The measures outlined above will provide applicants and students with the required information about changes to degree provision affecting them and the options available. These measures include a range of individual engagements with affected students. We will consult with the Students' Union and the student representatives on the actions taken, and use the Student Experience Focus Group as the key stakeholder group, to ensure that we receive feedback and make necessary adjustments and improvements, if required.
- 21.2 In certain circumstances arising from the changes planned in the Transformation Programme, it may be necessary to provide students and applicants with specific options in relation to their course of study, as described variously above. Applicants and students will be given the opportunity to express their preferences via an online form or similar mechanism. In these circumstances, it is likely that a dedicated Student Protection Panel may need to be convened to review the responses, to ensure that they represent an appropriate outcome for each applicant/student and offer further advice where needed. The Student Protection Panel will be chaired by the Academic Registrar or their nominee, and will include representation from academic and professional services teams as appropriate, as well as representation from the Students' Union.
- 21.3 The options agreed with applicants and students will then be implemented by the Student Protection Panel. Where applicants and students remain at Goldsmiths (teach out, internal transfer), follow-up engagements to ensure that student interests have been protected and needs met will be scheduled as appropriate. Where the student has transferred out to another institution, we will maintain contact with them to ensure the student has settled in.

22 How to make a complaint about our handling of student protection matters

- 22.1 This section applies to all students irrespective of level or mode of study.
- 22.2 The information that students receive will ensure that they are made aware of the complaints procedure this is also set out at: gold.ac.uk/students/appealsandcomplaints/studentcomplaints
- 22.3 Once a complaint is received, Goldsmiths the complaint investigators in the Casework team discuss cases with relevant colleagues in order to reach an appropriate conclusion under the terms of the procedure. If you have made a complaint, we will send you an outcome letter which includes the outcome of the complaint and an explanation of the decision. In reviewing and investigating complaints, the OIA 'Putting Things Right' document is used by the Student Casework team to ensure that we meet good practice in both considering the complaint and providing information to you about the process and outcome for you: <u>oiahe.org.uk/about-us/reviewing-complaints/what-happens-when-a-student-complains-to-us/putting-things-right</u>



Annex: Risk assessment framework

Risk Likelihood				
Type Score Example Indicators				
Almost certain - Probability 90%+	5	Without action is likely to occur; frequent similar occurrences in HEI history.		
Probable - Probability 60-90%	4	Strong possibility; similar occurrences known often in HEI history.		
Possible - Probability 20-60%	3	Might occur; similar occurrences experienced in HEI history.		
Unlikely - Probability 10-20%	2	Not expected; rare but not unheard-of occurrence in HEI history.		
Rare - Probability 0-10%	1	Very unlikely to occur; no recent similar instances in HEI history.		

Risk Impact Indicators						
Level	Score	Service Risk	Reputation Risk	Legal Risk	Financial Risk	
Catastrophic	5	Ongoing failure to provide an adequate service.	Perceived as failing authority requiring intervention.	Litigation almost certain and difficult to defend.	Uncontrollable financial loss or overspend over £1M.	
Major	4	Failure to deliver priorities - Core services disrupted / stopped 5+ days.	Significant adverse national publicity.	Breaches of law punishable by imprisonment or significant fines.	Financial loss or overspend greater than £500k.	
Moderate	3	Unsatisfactory performance - Core services disrupted / stopped 1-2 days.	Adverse national publicity or significant adverse local publicity.	Litigation expected, but defensible.	Financial loss or overspend greater than £250k.	
Minor	2	Marginal reduction in performance - Non- core services disrupted /stopped 1- 2 days.	Minor adverse local publicity.	Complaint likely, litigation possible.	Financial loss or overspend greater than £50k.	
Minimal	1	No significant service impact - Service disruption up to 1 day.	Unlikely to cause adverse publicity.	Unlikely to cause complaint. Breaches of procedures.	Financial loss or overspend under £50k.	

Overall rating (Likelihood x Impact)

Green = Low

Amber = Medium

Red = High

	5	10	15	20	25	
ct	4	8	12	16	20	
Risk Impact	3	6	9	12	15	
Ri	2	4	6	8	10	
	1	2	3	4	5	
	Risk Likelihood					