



## Student Protection Plan

Provider's name: The Windsor Forest Colleges Group

Provider's UKPRN: 10002107

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This Student Protection Plan sets out what measures we have in place to protect you as our students in the event that a risk of the continuation of your studies should arise. The type of event or changes, which might cause such a risk, are also detailed below.

This plan will be subject to approval by our regulator, the Office for Students, and will be available to all current and potential students.

The measures contained in this plan are in addition to the protections you have under consumer protection law, and do not impinge on your consumer rights.

Reviewed in 2023

Reviewed in 2024

## Student Protection Plan for the Period (2023-24)

### **1. An assessment of the range of risks to the continuation of study for your students, how those risks may differ based on your students' needs, characteristics and circumstances, and the likelihood that those risks will crystallise**

This protection statement is in place to address circumstances which may arise and result in The Windsor Forest Colleges Group (WFCG) making changes which may affect current and prospective students. The Refund and Compensation Policy identifies actions that will be taken to address the refund of tuition fees that apply to learners or their employers on higher education programmes. This policy can be found on our website under the Governance and Policies section.

This risk that The Windsor Forest Colleges Group is unable to operate is very low. The College is financially secure, with a strong asset base and effective structures and processes for financial management. It has consistently achieved either 'Good' or 'Outstanding' financial health as assessed by the ESFA. It has an ongoing, affordable plan for reinvestment in buildings. The financial risk that the College as a whole is unable to operate is very low because:

- We have achieved 'Outstanding' ESFA financial health in 2020-21
- At 31<sup>st</sup> July 2021 the College had total net assets of £23.7m and cash totalling £7.5m
- The College has a strong current ratio of 3.6
- The College has a rolling three-year financial plan at all times
- The College currently has no long-term debt
- The College had a clean internal and external opinions in 2020-21 and prior years

The WFCG has business continuity plans to deal with a range of contingencies. The College has consistently delivered high quality education, fully satisfying the quality requirements of the Quality Assurance Agency, OFSTED and subject to approval by the Office for Students (OfS)

The risk that the College closes a programme prior to completion by the last cohort of students is very low. The College has a consistent track record of ensuring continuation for its students. The College normally 'teaches out' its programmes (i.e., continues to deliver the programme until the last cohort has completed).

The risk that a Professional, Statutory or Regulatory body withdraws its accreditation is low given the College's track record in meeting the requirements of such bodies and its actions to address any recommendations or conditions.

The college offers a number of programmes and/ or in collaboration with partners. These programmes are subject to the continuing approval of the relevant national jurisdiction and to the continuation of the arrangement with the relevant partner. Due to these factors, there is naturally a higher risk to continuation of study. Students on such programmes may be unable to transfer to other locations and there may not be an equivalent programme available within their region or country. The

College has, however, an established record of enabling students to complete their programme, through 'teaching out' the programme in collaboration with the partner University of local college, by supporting students.

The risk that we are no longer able to deliver core components within our programmes is low because the College takes the necessary steps to ensure that such core components can be taught.

Minor changes will not trigger this plan, but material changes will. Material changes include the costs of the course, qualification, location and other key factors on which the student's enrolment was based on.

Also, the WFCG monitors all key risks to students and the College through its Risk Management Plan that is monitored and reviewed by governors and the senior leaders on a termly basis. Any risks identified are reviewed in terms of likelihood and severity in order for the WFCG to respond in an appropriate and timely manner.

The risk that we are no longer able to deliver material components of our courses is, however, low because the curriculum has been designed to be taught by integrated teams of academic staff and the courses meet the needs of the local area and the Thames Valley Berkshire Local Enterprise Partnership priorities (TVLEP).

The WFCG may have to make changes due to:

- Updates to the course content to keep it current
- Loss of key staff
- Insufficient enrolment, significant reduction in attendance or circumstances beyond our control resulting in course or department closure
- Strategic decision to close a centre, discontinue a course or to move the course to better facilities
- Restrictions or changes put in place by an external body
- HEIs strategic decisions

The WFCG reviews and assesses students' needs, characteristics and circumstances in the event that a risk has been identified either by the College or the student. All students are treated in line with our Equality and Diversity Policy. For example, a refund request of a personal nature is addressed to the Group Principal for consideration.

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

If a programme is delivered in collaboration with an HEI partner that we are no longer able to operate, we would seek to ensure the continuation of study by teaching out a programme, subject to the availability of appropriate staff and the feasibility of maintaining a high-quality student experience, or by facilitating the transfer of students to other providers. If such arrangements were not feasible, we would support students to transfer to an alternative provider, if possible, or arrange the transfer of the students to the equivalent programme in the UK. In doing so, we

would ensure equitable provision across our diverse student body and would have particular regard to students with protected characteristics.

Also, the WFCG monitors all key risks to students and the College through its Risk Management Plan that is monitored and reviewed by governors and the senior leaders on a termly basis. Any risks identified are reviewed in terms of likelihood and severity in order for the WFCG to respond in an appropriate and timely manner.

The College will make refunds in line with any stipulations from external bodies such as the Student Loans Company, and in line with any contractual obligations into which it has entered with its students. It will follow this principle for all of its students, having due regard to how each student's fees are paid. If a student wishes to request a refund, they should contact our admissions department in the first instance. The College will where it is unable to offer a programme or compulsory part of a programme, and where it deems it impossible to provide an alternative satisfactory educational alternative, consider refunds on a case-by-case basis.

If through decisions made by the College, any students had a significant change to their location for where their education was provided, the College would pay for reasonable additional travel.

If in the highly unlikely event that the College chose to close a programme, department or college, or to cease a particular mode of delivery, and decided not to teach out all of the affected students, it would transfer student bursaries which are part of the Student Opportunity Fund if students transferred elsewhere and would meet reasonable costs of students seeking alternative educational provision.

The College considers compensation as part of its complaints process. It is informed by how it deals with compensation matters by the advice and guidance issued by the OIA.

The College will, if it considers that there has been a material interruption in study for any students caused by a matter for which it is responsible, and if it exceptionally considers that there cannot be an adequate way of providing any missed learning at a later date, or that assessment cannot be fairly adjusted to compensate for that material interruption, or that consideration of academic performance cannot be properly exercised without that material interruption having been met, provide compensation on a case-by-case basis, having due regard to advice and guidance from the OIA.

The College can deliver the financial implications of its refund and compensation policy because of its financial strength, as detailed in Section 1 of the Student Protection Plan.

### **Measures to protect students**

The WFCG has plans to protect students and minimise disruption to their studies when material changes occur. These may include any of the following, depending on what is appropriate for the circumstances:

- Provision to 'teach out' a course for existing students
- Offering students an alternative course, facilities or venue at the College
- Making arrangements for affected students to switch to a different provider without having to start their course from scratch
- Full or partial refunds will only be considered in special cases where the College is unable to support students with continuation of studies.

For example, we are currently teaching out our Foundation Degree in Tourism and Hospitality year 2 due to poor recruitment in year 1 and therefore no longer being able to run the programme. The teaching of students has not been impacted and the College will ensure completion of the qualification in a timely manner.

The WFCG recognises individual students' characteristics through the Equality and Diversity Policy.

### **3. Information about the policy you have in place to refund tuition fees and other relevant costs to your students and to provide compensation where necessary in the event that you are no longer able to preserve continuation of study.**

Our Refund and Compensation Policy applies to all the WFCG students, irrespective of the funding arrangements for their further or higher education programme and make provision and ensures: refunds for students in receipt of tuitions fee loan from the Student Loans Company refunds for students who pay their own tuition feed refunds for students whose tuition fees are paid by an employer or another sponsor the payment of additional travel costs for students affected by a change in the location of their course commitments to honour student bursaries via the Student Opportunity Fund compensation for lost time where it is not possible to preserve the continuation of study compensation for student tuition and bursaries as part of the Student Opportunity Fund where students have to transfer courses or provider.

Refunds will be made where it is necessary to close a class due to insufficient number or where the attendance of learners is made impossible or inappropriate by some action of the college group. Should this action prove necessary, the refund will be processed as part of standard procedures, there should be no need to contact the College to request this.

In the event of a course closure, refunds will not be paid to those learners who have:

- (i) Voluntarily left the course
- (ii) Not attended for a period of four weeks prior to closure without previously agreeing a period of planned absence with their course tutor.

Refunds will not be made for any personalised kits or materials which are being retained by the learner or any registration fees which have been paid to another party by the WFCG on behalf of the learner.

The WFCG will consider requests for a refund made in writing within 30 days of enrolment, where a student or their sponsor changes their mind and they withdraw from their programme of study, with the exclusion of short courses of less than one

month. These requests should be made to the Principal at the WFCG or by email to [info@windsor-forest.ac.uk](mailto:info@windsor-forest.ac.uk). Fees will not be refunded where course closure is temporary or due to circumstances beyond our control, including but not exclusive to fire, flood or other force majeure, adverse weather conditions, failure of public utilities or transport systems/ networks, restrictions imposed by the government, terrorist attack or threat of, epidemic or pandemic disease, temporary staff absences or changes including those due to industrial action.

As stated in Section 1, the College has healthy cash reserves, which would be more than sufficient to provide refunds and compensation in the unlikely event that any students for whom we have identified an increased risk of non-continuation of study.

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

Once approved by the OfS the College will publicise our Student Protection Plan to current and future students by publishing a copy on the website, by providing a link to the plan in the prospectus (print and online versions) and on the website directed at current students.

The College will ensure that staff are aware of the implications of our student protection plan when they propose course changes, which includes, if curriculum areas are proposing withdrawal of a programme, they specify arrangements for protecting the interests of current and prospective students.

We will inform our students if there are to be material changes to their course by writing to them and subsequently by discussing any issue and supporting them in making any decisions which they may need to make.

We will give students a minimum 120 days' notice if we need to make change to their programme which affect the continuity of their study on the programme or which involve the withdrawal of compulsory modules in the programme. (Optional modules for which teaching has not yet begun may be withdrawn without notice.)

If we need to implement the measures in our student protection plan, we will support students collectively and individually by ensuring that they are fully informed of the situation, engaging them in discussion of the relevant issues (including academic and personal dimensions), and providing academic and professional advice and guidance to inform their consideration and decision-making.

If we need to implement the measures in our student protection plan, we will ensure that our students have access to independent advice through our Students Union and/ or the relevant student association at all college sites.