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Provider's UKPRN: 10004552
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Student protection plan effective from September 2018

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

Risks at an Institutional Level

Financial Risks

The risk of the College being unable to operate is very low. Its Report and Financial Statements for the year ending 31 July 2017 show that it had an operating surplus, had accumulated income and expenditure reserves of £3,746,000 and cash and short-term investment balances of £6,468,000. These reserves are sufficient to cover all reasonably foreseeable risks to the College's operations.

Merger Risks

The College is engaged in discussions with Accrington and Rossendale College over a possible merger that would result in the dissolution of the Accrington and Rossendale Further Education Corporation and the transfer of its business, assets and liabilities to Nelson and Colne College. This merger will not proceed unless the Board of Corporation of Nelson and Colne College is satisfied that it would not materially weaken the College's financial position. Consequently, the potential merger itself is not considered to be a material risk to the operation of this College.

There is little overlap between the two Colleges' higher education provision and the risk of any merger leading to the discontinuation of any Nelson and Colne College higher education programmes is very low. It is, however, possible that there might be some relocation of provision between campuses. The College will seek to make any such changes in a phased manner so that there is no impact on current students and there is clarity of location for all new applicants. There remains, however, a low risk that some students' programmes might be moved between campuses during their studies.

Partnership Risks

The College's higher education provision is dependent on the continued awarding powers of its validating partners the University of Cumbria, the University of Huddersfield and Pearson Group. All of these institutions are established UK bodies that have held their powers for a considerable period of time. The risk of any one losing its powers is very low.

The College's contracts with its validating partners allow for termination by either party and also allow for the validation/approval of particular programmes to be withdrawn. The details of these contracts include provision for the teach-out of all existing students. None of these contracts will be affected by the possible merger. The risk of any of these contracts being terminated or specific approvals being withdrawn is low.

Risks at Programme / Course Level

Resource Risks

There is a risk that the College might be unable to continue to deliver programmes in specialist subject areas should a combination of staff unavailability be such that it became impossible or impractical to deliver to the quality that the College expects. A similar risk exists should, for any reason, specialist accommodation or equipment be unavailable for significant periods of time.

The risk relating to staffing is low because our programmes are modular and are delivered by teams of staff, and also because our programmes are designed in such a way that few modules are dependent on the availability of a single staff member.

The risk relating to accommodation is also low. The College has a physical estate much larger than is necessary to support its Higher Education provision. This includes classroom availability on a site separate to that at which Higher Education is provided. It also has access to rented accommodation within the local community. Should any part of the College's physical estate become unusable as a result of, for example, fire or flood it would normally be possible to move delivery to a different location to preserve continuation of study.

A small proportion of the College's Higher Education provision is partially dependent on the availability of specialist equipment and would be compromised should this equipment be unavailable for prolonged periods.

Recruitment Risks

The College's higher education provision is expanding and there is a moderate risk, particularly in the case of newly introduced programmes / courses, that recruitment levels may result in uneconomic group sizes.

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

The four risks identified are mitigated as follows:

Termination of contracts or approvals for specific programmes

- The formal agreements with the College's higher education partners provide for teach-out of existing students in all but the most extreme circumstances. The normal response to such a scenario would be to halt new recruitment rather than impact on current students.
- The normal expectation is that teach-out would include any candidates holding firm offers of places unless suitable alternative provision could be arranged.
- In all but the most extreme circumstances period of notice for any such change is long enough to allow for any new applicants to be notified in good time for them to find alternative places.
- The College has more than one validating partner and should validation/approval for any programme be withdrawn or the contract with a partner terminated it would normally be possible to transfer students to a similar programme of another partner.

Transfer of programme delivery

- The normal process for any transfer of delivery will be for all existing students to complete their studies as planned at their normal study location.
- Under these circumstances, the change of location will be included in all admissions information and materials. New students will be admitted to start their programmes at the new location and would expect to complete their studies at that location.

- Where such a phased transition is impossible or impractical, the College will either provide affected students with free transport between sites or will compensate students for any additional travel costs they incur.
- The sites are sufficiently close together that the College will not compensate students for the small additional travel time.

Resource unavailability

Staffing

- Programmes are modular and designed to allow for delivery by teams of staff. Few modules rely on the knowledge and skills of only one member of staff. As such, programmes are sufficiently robust to continue in the long- or short-term absence of any one staff member.
- Many programmes have optional modules that can be changed should it become difficult to staff any particular specialism. The College's Higher Education Student Agreement provides for changes in the selection of modules offered to students. All such changes must adhere to the criteria for minor, non-material adjustments as defined in the Student Agreement. If resource unavailability necessitates a change assessed as material or fundamental to the core elements of the Programme, the Student Protection Plan confirms that the student's full rights to withdraw and seek remedies (as per the Higher Education Refund and Compensation Policy) are immediately available.
- The College maintains a bank of part-time staff that can be called on at relatively short notice to assist in programme delivery.
- In the case of protracted staff unavailability, the College can call upon the best efforts of its university partners to assist in programme delivery.
- The College confirms that should mitigation measures fail specifically due to industrial action or disputes involving the College's own employees, thereby impacting Programme delivery, the robust compensation provisions of the Higher Education Refund and Compensation Policy shall automatically be triggered, as this is defined in the Student Agreement as an institutional risk that does not constitute an Event Beyond Our Control.

Accommodation

- The College has a large enough estate for minor losses of availability to be accommodated by re-rooming within the campus.
- More substantial disruption would be ameliorated by moving some classes to the College's other site or to rented accommodation within the local area.
- The College is insured against the costs incurred should any of these actions be necessary.

Specialist Equipment

- Most of the College's programmes have no requirements for specialist equipment.
- Where the use of specialist equipment is desirable, programmes are nevertheless designed, as far as possible, not to be critically dependent on particular specialised resources. Most programme designs allow for the possibility of resources being unavailable and have contingency plans to allow delivery to continue should specialist equipment be unavailable.
- Some specialist equipment resources are available locally either commercially or through the Colleges network of employer partners.
- The College is insured against the costs incurred should any of these actions be necessary.

Non-viable group sizes

- The College's programme validation / approval processes include consideration of likely demand. Programmes cannot proceed to validation / approval until / unless there is a well-founded expectation of financially viable recruitment.
- The College reviews the level of enquiries / applications for programmes regularly during the recruitment cycle. Any decisions to close non-viable programmes / courses to new applicants

is taken as early as possible in order to allow applicants the greatest possible opportunity to find appropriate alternatives. Applicants are informed promptly of any decisions affecting their applications.

- In cases where programmes / courses are closed to new applicants, the College offers places on appropriate alternative programmes / courses, where these are available, and offers assistance to students wishing to find alternative provision at other institutions.
- The College seeks to avoid disadvantaging enrolled students by closing programmes / courses during their delivery, and will normally teach programmes to completion even if they become uneconomic during the delivery. If, in exceptional cases, it was necessary to close a programme / course before its normal completion the College would consult with affected students and use its best efforts to find satisfactory alternative progression routes within the College or with other providers.

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 can be found at www.nelson.ac.uk/about-us/policies-procedures/

As stated above the College has cash reserves that would be sufficient to provide refunds and compensation for any students affected should any of the low risks listed above result in non-continuation of study.

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

Prospective students will be informed of the College's Student Protection Plan:

- On the course information pages of the College website
- In offer letters / emails
- At the time of enrolment

The Student Protection Plan will be published on the College website.

Current students will have access to all of this information via the College website and through the College's Virtual Learning Environment. Details of where this information can be found will be signposted in course handbooks and in tutorials.

The College will ensure that staff are aware of the implications of its student protection plan when they propose course changes through internal staff development and as part of validation and amendment processes.

We will inform our students if there are to be material changes to their course by email to their College email addresses, by publication of details on the College's Virtual Learning Environment and/or by post.

We will normally give students 90 days' notice when we need to make material changes to their course. Where it is impractical to give 90 days' notice we will provide as much notice as is reasonably practical. Furthermore, for any proposed change deemed fundamental or material to the core elements of the Programme (as defined by the Student Agreement), the College will follow the consultation process and obtain the explicit agreement of the student before implementing the change, in line with the revised Student Agreement.

If we need to implement the measures in our student protection plan we will:

- consult with students through tutorials
- provide additional advice sessions for affected groups
- provide opportunities for one-to-one discussions and advice
- provide practical assistance through the College's Student Services

If the College needs to implement the measures in our student protection plan it will provide independent advice to students through the College's Student Services team. The Student Services team will offer advice themselves and will signpost students to sources of independent advice outside the College.

5. Review

The College will hold an annual consultation with student representatives about the provisions of this Plan.

The plan will be reviewed and renewed, with or without amendment, annually by the College's Senior Leadership team. The Senior Leadership Team will be provided with a summary of students' views to inform their deliberations.