

London Interdisciplinary School: Student Protection Plan for the period 2021 onwards

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

Overall financial viability and sustainability

We have raised investment in several rounds since November 2017 from a strong and diverse base of private investors as well as government investment. Going forward, we have three further phases of funding between 2020 and 2023. This further funding will be drawn from a mix of existing and new investors who have made commitments to back LIS. The funding we'll raise is required not only to deliver an excellent student experience but also to ensure that we have sufficient capital to look after our students in the unlikely event that we have to cease operations.

We have planned fundraising timelines so that all the funds we'll need to open to our first cohort of students will be agreed by 30th April 2021, before prospective students are making choices about their preferred universities. This allows for students who have applied but not yet enrolled to change their choice in the event that LIS fails to raise the required funding to open.

To further protect prospective students, LIS will operate direct applications for its first cohort, and potentially beyond, which means that prospective students are not at risk of 'sacrificing' one of their five UCAS choices in the event that they wish to apply to LIS but LIS fails to meet the funding requirements to open or to continue to operate. Throughout our recruitment activities, we will let students know during school visits and on our website that they should keep their options open and apply through UCAS as well as applying to LIS (see our [Admissions page](#) and our [Regulatory Updates page](#)).

Once we've opened in Autumn 2021, our main income will be from student fees (which will be the same as those charged by other UK universities) and income from our professional development arm. The viability of these income streams is therefore key to the sustainability of LIS and the preservation of continuation of study for our students. Our business plan is based on a detailed set of evidence-based, bottom-up income and cost assumptions that we believe are achievable and realistic; where there are meaningful risks, we have put in measures to mitigate them.

Risks relating to student income: Moderate/Low, actions in place to mitigate

Our planned student intake numbers are modest for our first year of operation; our planned 2021/22 cohort represents a very small fraction of a potential 400,000 students expected to apply for university places for the year 2021/22. By 2023, at the latest, we aim to have a Tier 4 licence, so that we can open

our doors to international students, which will not only significantly increase our pool of potential applicants, but will also increase our fee income for those students. From 2024/25, we aim to double our annual intake of students; however, in the context of other universities, we will continue to have an exceptionally small student body.

We are targeting bright, high-potential students that are excited to explore new higher education options. We expect many of these students to have excellent A-level grades or equivalent. However, our application process enables us to look beyond grades, and we are aiming to enrol a significant proportion of students from disadvantaged backgrounds, who may not achieve high academic grades but have the passion and potential to succeed on our programme.

Our small size, and the relatively low number of students required, is a key mitigation against the risks associated with student recruitment. We have also put in place other measures to mitigate these risks, including: setting conservative, evidence-based targets for each stage of our recruitment cycle; the development of a strong 'challenger' brand profile that tests well with prospective students; the procurement of experienced marketing and PR support; and the strategic and operational commitment to forging face-to-face dialogues with a wide range of students in the run-up to the opening of our applications and in the months before opening.

In practice, these commitments have resulted in:

- Recruitment of a dedicated and expert student recruitment and outreach team;
- Delivery of an intensive face-to-face outreach programme to recruit potential students – we have already visited 140 schools, engaged roughly 13,000 students, 350 teachers, and conducted 12 Discovery Days (Open Days) for a total of 260 students;
- Significant positive coverage in national, international and trade press;
- Extensive digital engagement with 4,400 sign-ups to the LIS Network and 250 students joining our Ambassador network.

We believe that our unique problem-solving focused interdisciplinary degree, together with our extensive careers offering, provides a distinctive and relevant choice for students. We know from our research, outreach and focus groups that students want to leave university with the skills to enable them to succeed in a competitive jobs market; and this is the primary focus of our academic programme and wider student proposition. With this compelling value proposition, and through an effective multi-strand marketing and recruitment strategy, we believe it is achievable to recruit our target number of students from a large potential pool, with a view to growing that number steadily over the coming years.

Risks relating to Professional Development income: Low, actions in place to mitigate

Our professional development programmes will provide LIS's second major stream of income.¹ The UK professional development market is now estimated at close to £2bn and growing. Revenues in this market are forecast to increase at a 12% CAGR between 2018- 2023, in response to both enrolment and price growth.²

The profile of professional learners is changing dramatically. By 2025, 75% of the workforce will be millennials³. These learners are more driven to achieve a social impact alongside career progression and are in search of purpose-focused learning opportunities. Employers must step up to meet these demands. They must also prepare their best performers to lead their organisations through an extended period of turbulence and uncertainty characterised by wicked problems, such as COVID-19. To cope with this 'future shock', they are investing heavily in workforce resilience; and research suggests they are identifying the importance of interdisciplinary training and customised programmes that reflect their organisational context.⁴

LIS will not be competing directly with the myriad programmes focused on managing people, general business administration or developing specific functional expertise. Rather, LIS programmes will centre on interdisciplinary approaches to addressing real-world, complex problems.

By focusing on problem-based learning, and adopting interdisciplinary approaches (including quantitative and qualitative methods and aspects of complexity sciences), LIS will develop a competitive advantage in preparing employees to grapple with unkind environments, where problems are poorly defined and their impacts difficult to forecast. Responses to our professional development proposition have been extremely positive; LIS has spoken to several multinational organisations who have indicated interest in a programme.

LIS has undertaken rigorous workforce planning to ensure that delivery of professional development training will not negatively impact capacity to deliver the undergraduate programme and therefore impair the student experience.

Risks to maintaining registration: Low, actions in place to mitigate

Maintaining our registration is a priority for the whole organisation. We have mapped the ongoing conditions of registration and considered our key mitigations which we've set out in the table below.

1 LIS's professional development training programmes are not assumed to be certificated/ credit-bearing

2 Ken Research, 2019

3 Deloitte Millennial Survey, 2016

4 Changing models in Executive Education, Unicon, 2017, and , Human Capital report, Deloitte, 2017

Our overall approach to maintaining registration centres on strong governance backed up by formal processes and mechanisms for monitoring. Where it's relevant, we've included how students are involved in the processes and governance we have in place to retain our registration.

Condition(s) and related risks	Mitigation(s)
<p>A1 & A2: Reasonable steps are not taken to comply with the provisions of the Access and Participation Plan (APP)</p>	<ul style="list-style-type: none"> ● We have put strong mechanisms in place to ensure ongoing compliance with our Access and Participation Plan, including regular oversight of the Equality, Diversity and Inclusion Committee (EDIC), and termly reports on progress against the APP to the Academic Council and the Board of Directors. Students have a seat on all of these Boards and committees ensuring that they can contribute oversight and to increase transparency for the overall student body. ● Our quality cycles and associated student record systems allow for regular data to be produced to monitor performance against our Access and Participation Plan targets. ● Our founding team comprises members with significant Widening Participation experience. This means we have confidence that we can meet our targets.
<p>B1: The School does not deliver well designed courses that provide a high quality academic experience</p>	<ul style="list-style-type: none"> ● We have policies for programme design which include rigorous Programme and Module Approval Procedures and draw on external academics who are senior professors at other universities. A student will sit on our key panel approving new programmes and modules and this will ensure that students can play a part in their approval. ● We will keep the quality of the delivery of our teaching under constant scrutiny through our Class Observation Policy. We will ensure that we capture student feedback through modular and programme level feedback forms and make sure that this feedback gets acted on.
<p>B2: Students are not supported from admission through to completion</p>	<ul style="list-style-type: none"> ● Our Student Support Framework ensures intensive and integrated support. All students will have a named Academic Tutor and Welfare Advisor with whom they will have a one-to-one meeting at least four times per academic year. Students who we think might be at risk of not completing their studies will be assigned a "Super Tutor" which means they will be able to access additional support.
<p>B3: The School does not deliver successful outcomes</p>	<ul style="list-style-type: none"> ● Our programme outcomes include key knowledge, skills and attributes which are sought after by employers and enable

<p>for all of its students which are recognised and valued by employers, and/or enable further study</p>	<p>further study.</p> <ul style="list-style-type: none"> ● We have intensive careers provision including our commitment to brokering optional paid internships for all students in each year of study. Our approach is underpinned by strong relationships with employers and our careers offering also includes professional development coaching and development for all students from enrolment to graduation. ● We will ensure that employers and organisations are part of our overall Careers strategy and that students are able to gain both the skills, networks and experience they need to succeed in the workplace.
<p>B4: The School does not ensure that qualifications hold their value [...] in line with sector recognised standards</p>	<ul style="list-style-type: none"> ● We have strong policies and governance related to maintaining academic standards including the use of external examiners. Students who sit on the Academic Council will be trained and will be able to contribute to discussions about academic standards.
<p>B5: The School does not deliver courses which meet the academic standards described in the Framework for Higher Education Qualifications.</p>	<ul style="list-style-type: none"> ● Our Programme and Module Approval Procedures ensure that all programme outcomes are mapped against the FHEQ.
<p>B6: The School does not take part in the Teaching Excellence Framework (TEF)</p>	<ul style="list-style-type: none"> ● In line with our governance procedures, we'll make sure that we take part in the TEF and analyse the results closely to see where we can make improvements for our students.
<p>C1: The School's policies do not give due regard to consumer protection law</p>	<ul style="list-style-type: none"> ● The School has dedicated Consumer Protection policies and related governance, and all staff receive Consumer Protection training. We will make sure that all our communications with students are clear and compliant and make sure that all key policies are published on our website and discussed during student induction.
<p>C2: The School does not cooperate with the Office of the Independent Adjudicator for Higher Education (OIAHE) or make students aware of the scheme</p>	<ul style="list-style-type: none"> ● Our cooperation with the independent adjudicator for Higher Education is enshrined in our policies and further safeguarded by external members on the Board of Directors. ● We will make students aware of the OIAHE scheme through multiple channels including the website, VLE, Student Handbook, student induction and meetings with Academic Tutors and Welfare Advisors.
<p>C3: The School does not have in force a Student Protection</p>	<ul style="list-style-type: none"> ● The School has a Student Protection Plan. Our policies and procedures will ensure that the plan is implemented and the

<p>plan, take reasonable steps to implement the plan or inform the OfS or events that require the implementation of the provisions of the plan.</p>	<p>OfS informed as required.</p>
<p>D1: The School is not financially viable or sustainable</p>	<ul style="list-style-type: none"> ● The School has raised investment in three rounds since November 2017 and has cultivated a strong base of private investors and government enabling the School to be financially viable and sustainable.
<p>E1: The School's governing documents do not uphold public interest governance principles</p>	<ul style="list-style-type: none"> ● The Board of Directors, overseen by the independent Audit and Compliance Committee, will ensure that public interest principles are upheld. A student will sit on the Board of Directors ensuring awareness and oversight of the public interest principles including Value for Money.
<p>E2 & E3: The School does not have in place adequate and effective governance and management arrangements/does not accept responsibility for interactions with the OfS</p>	<ul style="list-style-type: none"> ● The School's governance policies and schedules ensure close compliance with conditions of registration. Our CEO and Registrar will be responsible for maintaining close connections with the OfS. We will make sure that students are engaged in governance across the organisation.
<p>E4 & E5: The School does not notify the OfS of changes related to details in the Register or comply with guidance on the electoral registration of students.</p>	<ul style="list-style-type: none"> ● In line with its governance schedule, the School will develop procedures around reporting changes to the Register and compliance with guidance on the electoral registration of students prior to opening in 2021.
<p>F1: The School does not provide the OfS with required transparency information</p>	<ul style="list-style-type: none"> ● The School's DAPs Plan lays out a detailed reporting schedule. This will make sure that we return all data on time and that our students are made aware of data. We will do this by publishing information on our Learning Management System and making sure that students have the tools that they need to interpret and make sense of the data.
<p>F2: The School does not provide the OfS with information about its arrangements for a student to transfer.</p>	<ul style="list-style-type: none"> ● In line with our governance schedule, the School will develop procedures around student transfer arrangements prior to opening in 2021. We will make sure that students know about transfer arrangements and have in place support for students who wish to transfer. We will also make sure that, where necessary, we will facilitate student transfers providing transcripts and details of any

	intermediate awards.
F3 & F4: The School does not assist the OfS or provide information to Designated Data bodies as required	<ul style="list-style-type: none"> We have developed detailed data schedules and procedures for assisting the OfS and providing information to Designated Data bodies. This will ensure that all the key data goes to the right bodies at the right time.
G1, G2 & G3: The School exceeds the relevant fee limit, does not comply with terms and conditions for financial support, does not pay the OfS the annual registration fee.	<ul style="list-style-type: none"> The School has strong financial controls and procedures in place to ensure fee limits are not exceeded, any terms and conditions are met as required and that our OfS annual registration fee is paid. Our Board, supported by our Audit and Compliance Committee, has full oversight and training to ensure that we comply with all the necessary regulations.

Risks to maintaining degree awarding powers: Low, actions in place to mitigate

Safeguarding our Degree Awarding Powers (DAPs) is key to our success at the London Interdisciplinary School. Our DAPs Plan sets out how we will meet the required milestones and provide the associated evidence required. We will share a simplified version of our DAPs Plan with students on our Learning Management System so that our students understand the key milestones.

A short summary of the key risks and mitigation measures in each of the five DAPs areas is given below. In the table, we've highlighted the role of student engagement and feedback in ensuring that we meet the requirements in our DAPs plan.

DAPs area and related risks	Mitigations
A: Academic Governance: the School's Academic Governance is not fit for purpose	<ul style="list-style-type: none"> ● We have developed detailed policies and monitoring procedures in each area of academic governance. For instance, our team of founding academics has been recruited so that we have the right depth and strength of leadership throughout the Faculty. We will also ensure that students are allotted a key role on governance bodies and will do this through student elections.
B: Academic standards and quality assurance: there is a failure to set and maintain standards and the quality of the academic experience	<ul style="list-style-type: none"> ● Our academic standards are safeguarded by the Academic Council which has a number of senior external academics from other universities. A student member will sit on the Academic Council and be trained so that they can take part in discussions on academic standards. ● We make sure that all our Programmes are developed and reviewed in light of the Framework for Higher Education Qualifications. This makes sure that our students' degrees are clearly comparable with other degrees in the country. ● The School has developed multiple policies to ensure that assessments are valid and reliable. We will use student feedback to continually improve our assessments. ● There are clear and effective procedures in place for complaints and appeals. We will make our students aware of these policies at induction and via the website, Learning Management System and Student Handbook, and will ensure that policies are returned to at key points during the programme.
C: Scholarship and pedagogical effectiveness: the School's staff demonstrate insufficient scholarship and pedagogical	<ul style="list-style-type: none"> ● A range of policies and quality instruments are in place to ensure all staff - academic and non-academic - are inducted, trained and developed during their tenure. ● Over a year prior to launching, the majority of the

<p>effectiveness</p>	<p>founding faculty are already in place following an intensive selection process (over 700 applications). Our faculty can demonstrate advanced scholarship in a range of disciplines and were previously employed at world-leading institutions such as LSE, Oxford, Harvard.</p> <ul style="list-style-type: none"> ● We have an intensive Academic Development Framework in place to ensure continuous development. We will ensure that we use student feedback on teaching to drive ongoing improvement. ● We've undertaken a rigorous mapping of the expertise required to teach our Programme and will keep this under review.
<p>D: Environment for supporting students: The School does not have an environment fit for supporting students</p>	<ul style="list-style-type: none"> ● We have governance and plans to ensure the quality of the student environment. ● Our Student Support Framework ensures that all students will have a named Academic Tutor and Welfare Advisor, as well as a Careers Mentor to support professional development. ● We have an intensive, student support offering underpinned by detailed resource planning. ● Our Learning Resources Plan ensures that all students have a full set of resources to complete the Programme successfully. ● Our approach is guided by equity and our operational actions safeguarded by the Equality, Diversity and Inclusion Committee. A student will sit on this Committee and be trained to take part in discussions.
<p>E: Evaluation of performance: The School does not have mechanisms in place to evaluate performance</p>	<ul style="list-style-type: none"> ● Our Quality Framework specifies a number of key mechanisms including annual programme reviews, module review, rolling thematic audits and external audits which ensure that performance across the organisation is continually monitored and developed where necessary. An important part of this ongoing evaluation involves using feedback from all students.

Providing a fit-for-purpose site for the School: Low risk, actions in place to mitigate

Our campus will be in London, within Zone 2, so we can be close to our employer partners and well-networked into the City. Our property strategy has two phases:

- LIS will sign a lease for a minimum of 3 years (from academic year 2021/22) for a building in London Zone 2 whilst our student body is growing;
- After this time we plan to move into a permanent home, in the same geographical area
- Students will be given at least one years notice of the new site when plans have been agreed

Following an extensive process, which included active conversations with dozens of prospective sites, LIS confirmed a shortlist of three sites which met our requirements. A preferred site has now been confirmed and LIS has provisionally agreed to commit to a multi-year lease of this site, which is owned and managed by a major UK developer. We are working with this developer to finalise the details of this agreement before the end of 2020, as per the timelines listed below.

- 31st October 2020: agreement to heads of terms and confirmation of lease agreement sufficient to commence materials procurement
- 30th November 2020: terms agreed sufficient for manufacture to commence
- 31st December 2021: signed agreement

Detailed plans displaying the configuration of the proposed learning environment have been developed and are now being refined and finalised in close collaboration with our chosen architect, BE-1 Architects, who have an outstanding track record as master planners, architects and urban designers including delivery of cutting edge educational projects like School 21. We expect that these plans will be made available to the public in January 2021.

We have agreed a contingency arrangement with our developer where, in the event that, for some unforeseen reason, the campus is not ready for occupation by the start of academic year 2021/22, our developer will provide us with suitable alternative accommodation for the interim period. On the basis of these detailed plans, these strong contingency arrangements, and the quality and track record of our partners (both our developer and BE-1 Architects) we are confident in our capacity to deliver a fit-for-purpose site for LIS, on time and in budget.

Risk to delivery as a result of COVID-19: Low, actions to mitigate

It remains a possibility that the impacts of the COVID-19 pandemic will continue into 2021/22 and impact on providers' ability to deliver face-to-face tuition. Although this is not our 'base case' scenario, we do believe we are comparatively well-placed to respond should remote delivery be required. We have deep expertise across our leadership team, Board and network of advisors in digital

product/service development, education technology and online learning. Our faculty includes individuals with a range of proven expertise in digital delivery across multiple media, and recently designed and conducted a 6-week online education course for mature students on complex problem-solving to further develop cross-faculty digital delivery skills. As a young organisation without legacy systems and characterised by an agile structure, we are well-placed to respond quickly and efficiently to the opportunities presented by a demand for remote delivery; and are developing contingencies to deliver our academic programme and broader student proposition remotely should this be required. We shall be monitoring COVID-related risks and developing further contingencies over the coming weeks and months.

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

Mitigating financial risk

As set out above, we have sought to minimise financial risk by:

- Executing a clear and realistic fundraising strategy;
- Ensuring that we start small and grow steadily, with conservative estimates on student numbers;
- Ensuring that our projections for our professional development programme are detailed and underpinned by close market analysis, clear competencies to deliver a distinctive proposition, and a strong pipeline of engaged prospective clients.

In the event of financial difficulty, we will put in place provisions to ensure that our students are able to continue their studies and complete a high-calibre degree, where possible within the original timeframe.

There are two main possibilities with respect to the timing of financial difficulty resulting in closure of the School. It could either happen before the School opens to students, or once students are enrolled. In order to protect students in the unlikely event that either of these scenarios materialise, we have put in place three milestones, with students' education prospects, finances and general wellbeing in mind. Each milestone is designed to provide maximum protection to students in the event that LIS either fails to raise the required funds at that stage, and/or fails to generate a sufficient number of applications for that year to allow for the required level of student income to be sustainable. Positioning the main milestones on 30th April of each year means that students who have applied (but not yet started) will have plenty of time to change their choice. Students who have already started will be taught out for the rest of the year that they are in and will then either transfer (if in their first year of study) or be taught out (if in their second or third year of study). These milestones are set out in Exhibit 1 below:

Exhibit 1: Student Protection Milestones 2021-2023

Milestone	Date	Scenario	Action
1	30th April 2021	Insufficient income <i>and/or</i> Not enough students apply	In agreement with the OfS, LIS terminates the application process, speaking directly with all students who may have already applied.
2	30th April 2022	Insufficient income <i>and/or</i> Not enough students apply for Cohort 2	LIS terminates the application process for Cohort 2, informing all students who may have already applied. Cohort 1 completes their first year and transfers out to another university, with credits, as per Exhibit 2 below.
3	30th April 2023	Insufficient income <i>and/or</i> Not enough students apply for Cohort 3	LIS terminates the application process for Cohort 3, informing all students who may have already applied. Cohort 1 completes their first year and transfers out to another university, with credits, as per Exhibit 2 below.

To further protect students, we will run direct applications in the first year and potentially beyond, so that students do not incur an opportunity cost in spending one of their UCAS choices on LIS until we are

fully established (i.e., LIS will be an additional choice, alongside the five UCAS choices). We will be clear throughout the application process about the uncertainties that we face as a new institution. Central to this, will be the explicit advice both on our website and in recruitment interactions to progress with other applications to higher education destinations in case LIS is unable to open. We will have personalised contact with students who we deem particularly likely to be impacted by our situation and timelines, and this contact will include explicit advice to keep options open with respect to all destinations that are of interest, including apprenticeships.

Exhibit 2 below sets out in detail our provisions for students in the event that we have to close for any reason after students have enrolled.

Exhibit 2: Policy in the event of mid-degree closure

Academic year of students	Policy in event of mid-degree closure
1	<ul style="list-style-type: none"> ● Teach out Year 1 ● Support students in transferring to another provider to continue studies from Year 2 ● In the event that students can only transfer into Year 1 at another provider (either because they cannot find a place in Year 2 or because we are unable to “teach out” Year 1), student may make a claim for a refund of tuition fees and compensation under LIS’s Compensation and Refund Policy <p>Students may also make a claim for compensation under LIS’s Compensation and Refund Policy if they incur any other additional costs as a result of transfer</p>
2	<ul style="list-style-type: none"> ● Teach out Years 2 and 3 and award degree. Students will be given the opportunity to transfer to another programme for Year 3 if preferred, but LIS is committed to teaching out Year 3 if there is student demand for this. <p>In the event that “teach out” is not possible, support students in transferring to another provider at Year 2; student may make a claim for a refund of tuition fees and/or compensation under LIS’s Compensation and Refund Policy.</p>

3	<ul style="list-style-type: none"> ● Teach out Year 3 and award degree <p>In the event that “teach out” is not possible, support students in transferring to another provider at Year 2; student may make a claim for a refund of tuition fees and/or compensation under LIS’s Compensation and Refund Policy.</p>
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Year 1

For Year 1 students, we will teach-out the remainder of the year, drawing on capital freed up by the disbanding of marketing and student recruitment activities, the cutting of rent costs, and the reduction of payroll, where reduction in staffing does not negatively impact our ability to deliver the programme or broader student experience. We will ensure that each student is given an appropriate set of transferable credits as well as a clear, transferable grade that has been moderated by independent, external examiners. As is set out in the [School’s Programme Approval Procedure](#), the programme’s credits have been developed in line with FHEQ and will be transferable to other UK university degrees. Students will be able to transfer to alternative institutions through UCAS and retain access to their student finance.

Because LIS’s offering offers a mix of humanities and science education, we anticipate that the transfer degree courses will include a large number of liberal arts, humanities and sciences programmes. Our London location increases the likelihood of students finding local options. We will support the transfer of these students by offering rigorous, timely, individual support. This will involve meetings with named Academic Tutors and Welfare Advisors. Given the range of destinations likely for our students, we would ensure our support is tailored to each individual student. Specifically, we would support students through the transfer process by:

- Having strong institutional relationships in place with other universities especially those in the Liberal Arts and Sciences (LAS) Group of which our Director of Teaching and Learning is a leading member.
- Funding student UCAS fees if required.
- Providing dedicated support to the students affected, including advising individuals on course transfer (including suitable universities and courses), providing guidance on application, providing support in demonstrating the compatibility of LIS’s courses with the desired transfer course(s), and offering rapid feedback on personal statements if required.
- Providing a timely and detailed academic reference for each student by a senior member of faculty that has been involved in the student’s learning, as well as a reference from visiting academic faculty where possible.

In the event that Year 1 students cannot find a place at an alternative provider to continue their studies from Year 2; or in the unlikely event that we are unable to “teach out” the year and they are forced to start new degrees from Year 1, students may make a claim for a refund of tuition fees and compensation for additional costs incurred under our [Compensation and Refund Policy](#).

Years 2 and 3

In the event of a decision to close, we will operate a “teach-out” policy for Year 2 and Year 3 students, which means we’ll deliver all modules of our degree through to graduation as planned, as well as all promised paid optional internships.

Students will continue to have access to student finance as they complete their studies, and will be awarded their degree at the end of the course, within the original timeframe. We’ll fund the costs of teaching out through student fees, capital freed up by disbanding our marketing and student recruitment functions, and a reduction in staff numbers in line with the reduction in the student body. During the teach-out period, we would operate a phased closure of our ongoing operations; this might include a relocation to a smaller site, which we would endeavour to find close to its existing site.

An exceptional circumstance in which teach-out may not be feasible is if any major issues arose in relation to the standards or quality of LIS’s academic offering, and therefore its ability to offer a validated degree qualification to its students (e.g., degree-awarding powers are revoked). In the event that this arises, we would seek to protect continuation of study by supporting students in transferring to other institutions. In practice this might mean students in Years 2 and 3 having to go back to the beginning of Year 2 on their transfer course (in line with most course transfer rules). Should this be the case, students may make a claim under LIS’s [Compensation and Refund Policy](#) for refunds of tuition fees and compensation for additional costs incurred as a result of transfer (e.g., additional years of tuition fees, additional years of maintenance and accommodation costs).

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

Below, we have detailed our [Compensation and Refund Policy](#) as it relates to our Student Protection Plan. We have developed our [Compensation and Refund Policy](#) in line with [Universities UK’s Compensation and Refund Policies—Developing Good Practice](#), in keeping with its principles of fairness,

consistency, clarity and accessibility; as well as in alignment with the compensation principles used by the [Office of the Independent Adjudicator \(OIA\)](#).

LIS Compensation and Refund Policy

Introduction

This Student Compensation and Refund Policy ("Policy") is part of the School's [Student Protection Plan](#) and reflects the School's commitment to the student experience and to supporting students to achieve their academic outcomes.

Before applying for a refund or compensation under this Policy, the School expects students to have completed the School's [Student Complaints Procedure](#) first.

This Policy sets out the School's approach to refunds and compensation for students who have a complaint in relation to the School's delivery of its programme, and the complaint is upheld; or in the rare event that there has been a material breach of contract by the School. It applies to cases where LIS has failed to deliver on its contract with students in relation to:

- Failure to provide specific undertakings given to the student in the way that the programme was to be delivered;
- Failure to deliver against material information agreed with the student at the point at which they accepted an offer;
- A prolonged disruption without sufficient mitigating action, which has put in jeopardy the School's ability to offer teaching and learning that gives students a fair and reasonable opportunity to develop the appropriate levels of understanding for the programme.
- Material breach of contract on the part of the School (e.g., failure to preserve continuity of study for the student).

This Policy does not cover students who are seeking a refund of tuition fees owing to their own voluntary withdrawal, transfer, or leave of absence from their studies. This is covered in the School's [Tuition Fee Refund Policy](#).

The School's priority is to ensure that students receive the education they are entitled to expect based on their contract with LIS, and remains committed to supporting all students in continuing on and successfully completing their chosen programme of study. In dealing with complaints by students relating to the delivery of their programme, the School considers refunds and compensation to be remedies of last resort. There are a number of ways for LIS to resolve such complaints; alternatives to

financial compensation might include an apology or goodwill gesture, or an offer of alternative learning methods if the programme cannot be delivered in the way it was originally intended.

The School has developed this Refund and Compensation Policy in line with the Universities UK's [Compensation and Refund Policies - Developing Good Practice, with the compensation principles used by the Office of the Independent Adjudicator \(OIA\)](#), and with the QAA's [Quality Code](#). In preparing any compensation plans, the School's approach to individual cases will seek to support the student and be based on best practice in the sector and reflect the expectations of the Office of the Independent Adjudicator (OIA).

In addition to the rights set out in this Policy, students also have additional statutory remedies under the [Consumer Rights Act 2015 \(CRA\)](#). Government guidance on consumer rights for students under the CRA can be found [here](#).

Legislative and Regulatory Context

The School has certain responsibilities and duties in law in relation to the consumer protection of students and its handling of complaints and appeals:

- *Statutory responsibilities* as outlined in the [Consumer Rights Act 2015 \(CRA\)](#) and the [Higher Education Research Act 2017 \(HERA\)](#). The [Competition and Markets Authority \(CMA\)](#) has given [guidance to higher education providers concerning their obligations under consumer law](#).
- *Conditions of the School's registration with the [Office for Students \(OfS\)](#)*: It is a condition of the School's registration with the OfS that it must demonstrate that it has given due regard to CMA guidance to higher education providers concerning their obligations under consumer law.
- *Sector responsibilities* to align with Office of the Independent Adjudicator and QAA guidance on the fair and transparent handling of complaints and appeals
- *Our institutional responsibilities*, to ensure that we are acting in accordance with our own regulations.

Eligibility

This Policy covers all students currently enrolled at the School, and any applicants who have accepted a place on the School's programme. It covers:

- Students in receipt of a tuition fee loan from the Student Loans Company;
- Students who pay their own tuition fees; and
- Students whose tuition fees are paid by a sponsor.

This Policy does not apply to individuals who have completed the studies for which they registered unless, in accordance with the [Student Complaints Procedure](#), they have submitted a complaint within three months of the end of their registered programme of study which is subsequently upheld.

Definition of Terms

In this Policy, a refund relates to the repayment of sums paid by a student to the School or an appropriate reduction in the amount of sums owed in future by the student to the School. This could include tuition fees or other course-related costs.

In this Policy, compensation relates to an action taken in recompense for a demonstrable loss by the student. This normally falls into two categories: (a) recompensing the student for wasted out-of-pocket expenses they have incurred, which were paid to someone other than the School (e.g., travel costs); or (b) an amount to recompense for material disadvantage to the student arising from a failure by LIS to discharge its duties appropriately (e.g., time lost, additional tuition fees incurred). Compensation may take the form of a financial payment, a discount, or some other form of benefit. It may also take the form of a remedy without a financial element, such as an apology or goodwill gesture.

Students also have the right to seek non-financial remedies under the [Consumer Rights Act 2015 \(CRA\)](#) through repeat performance or an order for specific performance. This means that if a higher education provider delivers a substandard service, a student may be entitled to ask them to correct this to be delivered at the required standard (specific performance). This could mean repeating a part of the programme that did not meet this standard (repeat performance). If it is not possible to repeat the service, or this has not been done in a timely and convenient way for the student, the student may be entitled to a price reduction, which can be up to the full amount of the price of the programme. In this case, partial or full refunds must be provided to the student within 14 days from the agreement that a refund is due.

Principles

- *Student-centred:* LIS will take a student-centred approach to resolving complaints, and our Student Compensation and Refund Policy will reflect this.
- *Focused on dialogue:* As far as possible, complaints should be resolved through dialogue between the student and LIS.
- *Fair:* The [Terms and Conditions](#) of the Student Contract must be fair and certain, and not ambiguous or vague, and follow the requirement of good faith, which is an expectation of fair and open dealing on the part of the School.
- *Consistent:* Although the circumstances of each case will be different, the process for considering each claim for refund or compensation must be consistent, so that students

know that they are being treated equally. [Terms and Conditions](#) and other information which forms the student contract should be consistent with the pre-contract information available to prospective students. Consistency in the way the information is presented will also make it easier to understand and navigate. Information should also be sense-checked with student representatives for consistency.

- *Clear and accessible:* The School's Student Compensation and Refund Policy must be clear in relation to the expectations of both the student and the School, and must be clear, unambiguous, accessible and easily locatable for students.

In the Event that LIS Cannot Preserve Continuity of Study

LIS has a Student Protection Plan in place to preserve the continuity of study for all of its students. This Student Protection Plan includes a risk assessment, which identifies a range of possible risks to continuity of study and the likelihood of these risks actually occurring. The Student Protection Plan sets out how the likelihood of these risks occurring is generally low, with some moderate risks; and it details the range of measures LIS will undertake to keep these risks at a minimum. It also describes the steps LIS will take in the unlikely event that any of these risks does occur.

If LIS has implemented its Student Protection Plan, and has been unable to find an acceptable solution to preserve the continuity of study at the School, or there are additional costs associated with an acceptable alternative, the student may make a claim for a refund and/or compensation under this Policy. This would apply in circumstances in which the School is unable to preserve continuity of study before registered students of the programme have completed their studies and either:

- Alternative studies elsewhere are not possible or acceptable; or
- There are additional costs or other implications associated with the accepted alternative (e.g., in relation to additional tuition fees, maintenance or accommodation costs, travel costs).

Before making a claim under this Policy, the student must have their complaint upheld via the [Student Complaints Procedure](#).

As is set out in the Student Protection Plan, LIS will always aim to teach students to the end of their programme, even if a decision has been taken to close the programme and cease admissions to it. In the unlikely event that LIS is unable to 'teach out' students on the programme, LIS will support students to transfer to a suitable programme at another UK university. Enrolled students should take reasonable steps to mitigate their situation, in line with advice provided by the School.

Applicants to a Programme that is Closing

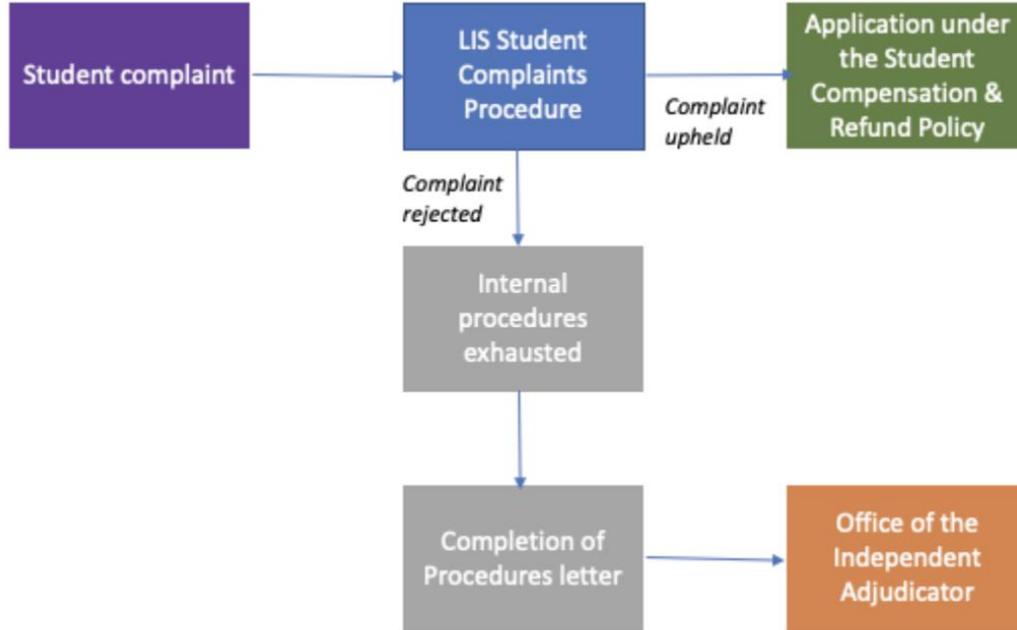
The School will ensure that plans for closing its programme will include communicating with and compensating any applicants who have accepted places, but not yet started study. These include, at a minimum, providing advice and support on seeking a suitable alternative at a different higher education provide, and may include compensation for evidenced expenses relating to attempts to find a suitable course at another institution. Any applicants who have accepted a place at the School should take reasonable steps to mitigate their situation, in line with advice provided by the School.

Compensation and Refund Decisions

All recommendations on refunds and compensation will be made by the School's Compensation and Refund Panel. The Panel will meet at the earliest opportunity once it receives a claim under this Policy. The Chief Executive may, under delegated authority from the Panel, approve compensation and refunds for pre-approved scenarios.

The Panel will consist of the following members of staff:

- Chief Executive (Chair);
- Director of Admissions and Student Support;
- Director of Teaching and Learning;
- Director of Finance and Operations;
- Registrar.



Making a Claim

Student Complaints Procedure

For a claim under this Policy to be considered, the student must first complete the School's [Student Complaints Procedure](#).

- Where a student complaint relating to the School's delivery of the programme has been upheld via the [Student Complaints Procedure](#), they may make a claim for a refund and/or compensation under this Policy.
- Where LIS has implemented its [Student Protection Plan](#), and a student is not satisfied with the School's solution to preserve the continuity of study, or where the student determines that there are additional costs relating to an acceptable alternative that the School is not appropriately compensating for, the student may make a complaint under the [Student Complaints Procedure](#). Where this complaint is upheld under the provisions of the Procedure, the student may make a claim for a refund and/or compensation under this Policy.

Process for Making a Claim

A claim may be made by an individual student, or where the same circumstances affect a number of students, a group claim may be submitted.

In the first instance, and where the circumstances of a case for a refund or compensation do not fall under the [Tuition Fee Refund Policy](#), students should first discuss their concern with the Director of Admissions and Student Support (or nominee).

Where the Director of Admissions and Student Support, or nominee, is unable to resolve the matter or to take it forward on behalf of the student(s) the student(s) should submit a complaint to the School in accordance with the [Student Complaints Procedure](#). If the complaint is upheld under the provisions of this procedure, the student may make a claim for a refund and/or compensation under this Policy.

Where the claim under this Policy is upheld, a written response together with a proposed remedy shall be made to the student within 15 working days of the receipt of the student's claim.

If a student(s) are satisfied with the outcome, their acceptance of the remedy will be in full and final settlement of all claims arising out of the same matter.

Decision-Making Process

For each claim, the Panel may decide on one or a combination of the following outcomes:

- *Repetition of services:* the student(s) shall be able to receive the services again provided to an acceptable level;
- *Refund:* Money will be refunded in recognition of tuition fees and/or other course-related costs for services which have not been delivered;
- *Facilitate transfer:* Where a transfer is secured to another provider, LIS may provide financial support for costs incurred which relate directly to the transfer process and/or costs associated with the transfer that otherwise would not have been incurred by the student, for example additional travel expenses or tuition fees;
- *Compensation:* Compensation may be awarded where LIS recognizes that a student has experienced actual financial loss (e.g., travel costs), or other material disadvantage, (e.g., lost time) as a direct result of LIS's failure to meet its obligations or preserve their study.
- *No action required.*

Where there is no majority in agreement on the Panel, the Chief Executive shall have a casting vote.

Each case will be reviewed individually and in context, as the impact of LIS's inability to preserve continuity of study will vary by student, depending on their personal circumstances. Some students, because of their personal circumstances, may be disproportionately affected. LIS will not, therefore, apply a standard, blanket formula when assessing the amount of any refund or compensation awarded under this Policy.

The Panel will, however, be consistent in considering each case in line with the decision-making principles detailed below. It will also take into account relevant guidance published by either the Office for Students or the Office of the Independent Adjudicator for Higher Education.

LIS will consider each case on its own merits and an individual approach will be taken, assessing the circumstances for each student affected. Decision-making will focus on accountability and impact:

Accountability

The Panel will consider whether:

- The School failed to provide specific undertakings given to the students in the way the programme was to be delivered;
- The School failed to deliver against material information agreed with students at the point when they accepted offers;
- A period of prolonged disruption, without sufficient mitigating action, has put in jeopardy the School's ability to offer teaching and learning which gives students a fair and reasonable opportunity to develop the appropriate levels of understanding for the programme;
- The School has followed its own procedures in delivering the programme (such as quality assurance and communication to students);
- Where a complaint is made due to disruption to a student's learning experience beyond the student's control, the School communicated clearly and consistently with the student throughout the process, making them aware of any changes and how they might affect them.
- The student has met their own responsibility to minimise losses:
 - Steps the student has or has not taken to minimize their financial loss or impact of programme closure or other interrupting event;
 - Whether the student has unreasonably refused a suitable/ reasonable option that was available or offered;
 - Whether the student has unreasonably refused a reasonable offer of financial compensation;
 - Any delays in resolving the matter, which may have been partly caused by the student.
- Where a student's own actions have contributed to their current position, the Panel may take this into account in the decision-making process, and commits to doing so in a reasonable, proportionate and transparent way.

Impact

- The School recognizes that the impact of the same event will differ depending on each student's personal circumstances.
- When assessing impact, the Panel will consider whether there has been a demonstrable loss to the student, and in particular if the student has been able to achieve the learning outcomes for their programme.
- Items considered by the Panel may include:
 - Whether the student has been affected in relation to their final degree award, accreditation award, or ability to take up a job offer;
 - The timing of any course closure in relation to the initial contractual offer made and what part of that offer would not be fulfilled;
 - The effect, and financial implications of any mitigating actions that LIS has taken (e.g., facilitation of transfers) or failed to take;
 - Financial assumptions that the student may have reasonably made, such as reliance on course-related income or child-care plans, which would not then be available under contingency arrangements;
 - Expenses incurred directly as a result of the original programme which a student would not have incurred if they had not been studying on that programme and which hold no value under any contingency arrangements;
 - Demonstrable losses incurred by the student, either in terms of wasted out-of-pocket expenses they have incurred, paid to someone other than the university (e.g., accommodation or maintenance costs), or material disadvantage to the student arising from LIS failing to preserve continuity of study (e.g., time lost).

Students will be notified of the outcome in writing within 15 working days of the receipt of their claim, and will be given reasons for the decision.

Payment of refunds and compensation

Approved refunds will be paid by the same method and to the same account as the money was originally received. Verifying documents (evidence of payment, a copy of a bank statement) may be required.

If fees were paid via a sponsor or other organisation, including the Student Loans Company, the refund will be paid to the sponsor and in line with any external regulations that may apply.

Compensation, bursary and scholarship payments will be made directly to the student via a BACS payment or other appropriate means.

All refunds will be paid within 14 days of the refund being approved by the School.

The Office of the Independent Adjudicator for Higher Education

If, having completed all the internal procedures, the student is still dissatisfied with the outcome, they may be able to apply for a review of the matter to the Office of the Independent Adjudicator for Higher Education (OIA).

The OIA was set up under the Higher Education Act 2004 to provide ‘an independent student complaints scheme’. All HEIs in England and Wales are required to comply with the scheme, which is free to students.

Under the rules, a student who has exhausted the full complaints, appeals or disciplinary procedure available to them within LIS, must be informed, via a ‘Completion of Procedures’ letter of their right to a review by the OIA. Applications to the OIA must be made within 12 months of the Completion of Procedures letter. Further details are available [here](#).

For further support and advice, a student can contact a student representative in the LIS students’ association.

Monitoring and Review

This Policy will be reviewed on an annual basis by the Compensation and Refund Panel, who will make any recommendations for changes for authorisation by the Executive Committee

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

At launch in 2021, LIS will submit its Student Protection Plan to its students association. Student representatives elected by the student body will be members of both the Board of Directors and the Academic Council. Both of these governing bodies will review the Student Protection Plan on an annual basis. LIS will ensure that its Student Protection Plan is readily available to prospective and current students by posting it on the website. Highlights (with links to the full plan) will also be included in the information students receive on offer of a place, as well as in the Student Handbook. The Student Protection Plan will also be hosted on the School’s Learning Management System (AULA). In the event that there is institutional failure, LIS will inform each student directly via email and post, clarifying the implications for their course of study and their rights under the SPP and consumer law. LIS’s Student Protection Plan will be included in new staff and student induction.

How would the Student Protection Plan be triggered?

1. Discussions with students

Our students form the bedrock of our community. As such, any decision to trigger the Plan will involve a full process of consideration and discussion. This will ensure that we, as a School, can be very clear with our students about how we intend to proceed.

2. Triggering of the Plan

Should the Plan need to be triggered, the CEO would convene a meeting of the Student Voice Committee along with key representatives including the Director of Teaching and Learning and Director of Student Support.

If the Plan were triggered the School would listen to students' views and, based on feedback, may decide to amend aspects of the original decision or the steps we had intended to take.

3. Consultation and impact assessment

In the event of a major change, a two week consultation period will take place. This consultation would take place before triggering the Plan would enable all staff and students to voice their opinions. By working in partnership with students to discuss the options in this way we would be able to clearly explain what we intended to do and resolve any concerns early on.

On triggering the Plan, we would carry out an Equality Impact Assessment, in line with our [Equality, Diversity and Inclusion Policy](#) to ensure that we were considering the needs of different groups of students.

4. Supporting students

In the event of the implementation of the Student Protection Plan, the School will provide tutorial sessions to support students collectively and individually, providing advice on how those students currently studying at LIS will be able to continue their course of study, either at LIS or an alternative institution. It will also put into place a support unit, which will be the primary point of advice and support for those students seeking transfer to another institution.

Appendix: CMA Compliance Policy

See also the School's [Consumer Protection Law: Quick Guide for Students](#)

Introduction

The School recognises the importance of complying with [Consumer Protection Law](#) and takes its responsibilities seriously at all stages of the student journey. This document sets out the structures, processes and mechanisms the School has in place to monitor and ensure its ongoing compliance with Consumer Protection Law. Specifically, it describes the School's approach to ensuring that all published student-facing information is [CMA](#) compliant and follows the [QAA](#)'s good practice guidance. Published student-facing information includes the School's website, prospectus, Learning Management System, social media content, CRM emails, and any other marketing tools.

This Policy should be read in conjunction with the School's *Published Information Procedure*.

Legislative Context

In 2015, the [CMA](#) published [UK Higher Education Providers - Advice on Consumer Protection Law](#), clarifying what higher education providers should do in core areas such as information provision to current and prospective students, terms and conditions, and complaints processes and practices. Compliance with Consumer Protection Law is a condition of the School's registration with the [Office for Students](#).

Principles

The School will provide upfront, clear, accurate, comprehensive, unambiguous and timely information to prospective students that:

- Allows students to make informed choices about where to study; and
- Provides them with a reasonable degree of certainty regarding the nature and extent of the academic (or other) service the School will provide and the cost they will incur.

The School will provide fair and balanced terms and conditions that provide a clear contractual relationship between the student and the School.

The School will provide a robust and clear [Student Complaints Procedure](#) that allows students to hold the School to account.

The School will endeavour to nurture an honest and collaborative relationship with students in all dealings.

The School will put mechanisms in place to ensure that all departments comply with the CMA Compliance Policy, making all necessary information available to all staff, and ensuring that it is understood and followed.

Policies

Recruitment and Admissions

All pre-contract information provided to prospective students must be upfront, clear, accurate, comprehensive, unambiguous and timely.

Material information for programmes of study will be developed and made available to candidates prior to applying for a place on a programme of study. Information on additional costs incurred by students on programmes of study will be made available to students and applicants and will be included within the School's material information for each course of study. This material information will be regularly reviewed to ensure it is provided in a clear, unambiguous and timely manner to students.

Where it has proved necessary to make changes to pre-contract information these will be flagged to applicants as will any surprising terms and conditions—I.e., clauses which it would not be reasonable to assume that applicants with no previous experience of higher education would understand and/or terms whose breach might prevent a student from successfully completing the course (e.g., core modules which must be passed).

Enrolment

Students should be clearly notified that they will be entering into a contract with the School at the point of which they accept an offer of a place.

The information made available at offer stage should not be changed from that given at pre-contract stage, unless the applicant has agreed to the change.

The contract should last for the full duration of the course, with a clear statement of any milestones to be achieved to enable progression to the next stage. This means that any changes proposed to the programme that may affect student progression or other significant aspects of the student experience must be subject to a process of student consultation by the School.

Terms and Conditions

Necessary information in relation to the Student Contract, for example rules and regulations and programme information will:

- Be clearly signposted on the publicly available School website as well as located on secure student/staff intranet pages and the Learning Management System (LMS);
- Wherever possible be available and accessible from a prospective student's first contact with the University;
- Be located in a limited number of documents on a single webpage, and written in clear language that is accessible to students.

Information or requirements that might be considered 'surprising' will be clearly signposted to students and prospective students.

Where a change in the contracted provision is to take place, or is likely to do so, students will be given clear information in advance about the change, the reasons for the change, how it will be introduced and operate, and, ultimately, their right to cancel their contract with the School and switch HE providers if the changes are made. In such instances, support will be provided to students who opt to pursue a course elsewhere in the form of managing their transition appropriately. Any such changes will be communicated to students in good time before they are effected.

The School's formal [Terms and Conditions](#) for acceptance of a place on the School's undergraduate programme will be reviewed annually by the Registrar, with independent legal advice where appropriate, and changes approved by the Academic Council.

Finance

The School will not use academic sanctions for non-academic debts.

Programme and module changes

Where a proposed change to the programme would constitute a major change and affect current students, students must be consulted and their feedback considered via the [School's Modifications to Programmes and Modules Procedures](#), noted by the Programme/Module Review and Approval Panel and the Academic Council, both of which have a student representative. The affected cohorts should then be notified of the effective date of the changes originally proposed. Where further changes have been made in the light of feedback, these should also be communicated.

Any changes to provision which are considered major, affect the contract with a student or change the material information provided must be communicated in writing to affected applicants and students. Any such written communication must be approved by the Registrar or nominee.

Complaints

The School will have clear complaints procedures in place for students and prospective students. These are the [Student Complaints Procedure](#) and the [Applicant Complaints and Appeals Procedure](#) respectively. These Procedures have been drawn up in line with published guidance from the [Office of the Independent Adjudicator for Higher Education \(OIA\)](#), [Supporting Professionalism in Admissions \(SPA\)](#), [Good Practice on Applicant Complaints and Appeals](#), the [Quality Assurance Agency for Higher Education](#), and the [Competition and Markets Authority \(CMA\)](#). The School will review these Complaint Procedures on an annual basis, with a strong emphasis on protecting the consumer rights of students.

Staff guidance and training

All staff involved in the presentation of information to students and prospective students, such as staff working in teaching and learning, admissions and recruitment, and marketing and communications will be given mandatory CMA training at induction, as well as annual updates in training on consumer protection law developments. They will also be provided with this Policy as well as a CMA checklist for marketing communications (Annex 1 of this Policy).

The Registrar is responsible for organising this training and provision of information.

Wider staff awareness of the obligations of the School under Consumer Protection Law is key to protecting the consumer rights of students. The School promotes staff awareness through staff training and provision of information. The Registrar is responsible for organising this training and provision of information.

Ongoing Student Information

The School will include the [Terms and Conditions](#) and related policies, procedures and regulations on its publicly available website. The [Terms and Conditions](#) will also be included in offer letters. The School will also keep a “durable” version of each iteration of the [Terms and Conditions](#) and which cohort it applies to.

Archiving of communications

To support the CMA legislation, the School is required to archive communications with prospective students so we can demonstrate and access what information was provided to which groups at a specific time. In line with Data Protection Regulation and the School’s [Data Protection Policy](#), [Data Retention Policy](#), and [Detailed Data Retention Schedule](#), all communications will be retained for a minimum of six years.

Roles and Responsibilities

Executive responsibility for ensuring compliance with Consumer Protection Law sits with the School's **Chief Executive**. The Chief Executive delegates oversight of compliance with Consumer Protection Law to the Registrar.

The **Registrar** is responsible for

- Reviewing all major marketing and pre-contract material (included prospectuses, student handbooks, regulations, website collateral), as well as the School's [Terms and Conditions](#) and confirming that it is compliant with Consumer Protection Law, drawing on external legal advice where appropriate, in line with the *Published Information Procedure*.
- Annually reviewing the School's [Terms and Conditions](#) and proposing any changes for authorisation by the Academic Council.
- Receiving and investigating formal complaints from students under the [Student Complaints Procedure](#) and formal complaints from applicants under the School's [Applicant Complaints and Appeals Procedure](#)
- Keeping up-to-date on developments in consumer protection regulation and case law.
- Providing guidance, training and advice to staff on compliance with Consumer Protection Law.

The **Director of Marketing and Recruitment** is responsible for ensuring that all pre-contract information shared with students across all channels (including Open Days and school visits) is

- Consistent with this Policy
- Consistent with the *CMA Compliance: Checklist for Marketing Communications* and the *Published Information Procedure*

Where the information being shared is new or changed, the Director of Marketing and Recruitment must ensure it is signed off by the Registrar as CMA compliant.

The Executive Committee

- Annually reviews this Policy and the School's compliance with Consumer Protection Law on behalf of the Board of Directors. The drafting of the annual review paper is led by the Registrar; the paper is then discussed by the Executive Committee to establish the School's level of compliance and determine any necessary actions to improve compliance with Consumer Protection Law. Inputs to this annual review include: relevant student feedback

- (gathered by termly engagement surveys, feedback from Ask Us/Tell Us events, comments from the online student comments platform, and, where appropriate, specific consultation); details of student complaints and appeals relating to Consumer Protection Law; and issues flagged by operational leads for Recruitment, Admissions and Support, and Learning. The Executive Committee submits its annual report on the School's compliance with Consumer Protection Law, including any actions to improve compliance, to the Academic Council and the Board of Directors for consideration.
- Identifies any risks relating to remaining compliant with Consumer Protection Law on an ongoing basis as part of its consideration of the institutional risk register, which it reviews monthly, as set out by the School's [Risk Management Policy](#). This provides another mechanism for initiating and monitoring any required management actions to ensure compliance with Consumer Protection Law.
 - Approves all new publications, after review by the Registrar.

The **Academic Council** reviews and approves the following documents, and any amendments to them of a material nature must be noted and approved:

- The School's Vision, Mission and Values documents;
- The School's Prospectus;
- The Student Handbook;
- The School's Governance documents;
- General Academic Regulations.

Monitoring and Review

A review of this Policy will be conducted annually by the Registrar, and any changes to this Policy or the School's actions to comply with Consumer Protection Law to be discussed and agreed by the Executive Committee, for authorisation by the Academic Council and the Board of Directors.

Annex 1: CMA Compliance: Checklist for Marketing Communications

Checklist for developing marketing materials compliant with CMA

- Has it been developed in line with the guidelines set out in the School's *CMA Compliance Policy*?
- Is the content up front, clear, accurate, comprehensive, unambiguous and timely?
- Are there any changes in pre-contract information that must be flagged to applicants and prospective applicants?

- Has it been ensured that the messaging does not over-promise? Does it give a balanced view of the School, and are claims evidence-based and attributed where feasible? Is the language factual?
- Does the information give a fair picture of the nature and extent of the academic and other services provided by the School, and the cost incurred to students?
- Are there any substantive omissions that might be misleading?
- Where there is doubt about future information will change, is it clear whether the information is illustrative or committed? Where illustrative content is being used, is it based on current knowledge?
- Is essential information clearly signposted and easy to find?
- Is the information provided clear and consistent across platforms?
- Are there clear links for more information about the content (for digital and printed communications)?
- Does the communication take account of information provision to vulnerable groups? Is the content accessible to groups with aural, visual and physical disabilities?
- Does the information include clear links for prospective students to review School regulations and provision for complaints?
- Are resource email accounts used for contact details rather than personal accounts?
 - Is the information stored and archived in line with the School's [Data Protection Policy](#), [Data Retention Policy](#), and [Detailed Data Retention Schedule](#)?