



**Cheshire College  
South & West**

## Student Protection Plan 2021-22

Key Information	
Provider Name	Cheshire College - South & West
Provider's UKPRN	10005972
Legal Address	Crewe Campus, Dane Bank Avenue, Crewe, Cheshire CW2 8AB
Contacts concerning Student Protection Plan	Neil Borg-Olivier/Claire Barton
ELT Post Responsible for Updating and Monitoring	Vice Principal Innovation, Curriculum & Quality
Date Approved by Academic Board	30 November 2021
Date Approved by Governor's Committee	30 November 2021
Date Approved by ELT	30 November 2021
Date of Next Review	30 November 2022
Published on Website	Yes

## Introduction

- 1.1 The Corporation was established under the Further and Higher Education Act 1992 for the purpose of conducting South Cheshire College. The College is an exempt charity for the purposes of Part 3 of the Charities Act 2011.
- 1.2 The College was incorporated as South Cheshire College. On 31st March 2017, South Cheshire College merged with West Cheshire College. West Cheshire College dissolved and the assets and liabilities transferred to South Cheshire College. On 1st January 2018, South Cheshire College formally changed its name to Cheshire College South & West.
- 1.3 The College has an annual turnover of circa £40m, is financially secure and employs 600 staff across 3 purpose-built campuses in Chester, Crewe and Ellesmere Port in the county of Cheshire. There is no risk of any of the campuses closing.
- 1.4 This plan lays out the measures that Cheshire College – South & West ('CCSW', the "College", "We") will take in order to protect the student interest and assure continuity of study in the event of course, campus or College change or closure.
- 1.5 This plan has been approved by the Chair of Governors, Higher Education Link Governor and the College Executive Leadership Team (ELT). The documentation associated with application to the register was received by the Management and Performance Committee on 14<sup>th</sup> June 2018 and the full Corporate Meeting on 3<sup>rd</sup> July 2018. This plan is reviewed annually at the College's Academic Board which has student representation.
- 1.6 The measures contained in this plan are in addition to statutory rights, which remain unaffected. Should we need to invoke any of the measures contained within this plan then we will make our student support services available to all students so affected, this may include assistance from the Student Financial Adviser, College Counsellors and Careers Advisers. Advice and guidance would be available to groups affected collectively and for individual support.

## 2 Our Commitment to You as a Student or Prospective Student

- 2.1 We will include student consultation and representation in our own decision-making. We do this by the inclusion of student representatives on the committees and boards in the College's HE deliberative structure and through the nomination of course representatives.
- 2.2 Should this protection plan need to be triggered, students will be contacted by email to the email address supplied by the student and, where applicable to their CCSW email address and by letter to the address held by the College. Contact will be made by a member of the Admissions Team and/or HE Faculty within 5 College working days of the date on which an applicable change was decided upon or notified to the College.
- 2.3 We will take all reasonable steps to avoid implementing change during an academic year or making changes close to the start of an academic year.
- 2.4 In the event of programme (course) closure, we will ensure to 'teach out' existing students, within an agreed timescale at the College.
- 2.5 If changes are such that existing students may not be able to complete their current programme, we will ensure in all cases that students may continue their studies at CCSW for a "continuity period", as a minimum of two terms, while solutions are explored. Students will be kept informed and consulted during such a period of change.
- 2.6 We have contractual agreements and processes in place with our collaborative partner Higher Education Institutions (HEIs), to allow students registered on partner HEI programmes to transfer to the HEI providers, should all other options be exhausted.
- 2.7 We undertake to inform students affected (by email to the email address supplied by the student and, where applicable to their CCSW email address and by letter to the address held by CCSW), update our website and any other listing services, within 5 College working days of a decision or notification of significant change, including all scenarios outlined below and closure to new applications upon a decision to close a programme or put the College as a whole into a "continuity period".

2.8 Where changes are such to render it impossible for prospective students to study on their intended programme and/or with the intended financial support, we will endeavour to offer eligible applicants a place on an alternate and appropriate CCSW programme or assist existing CCSW offer-holders in securing a place elsewhere.

2.9 This includes all scenarios outlined below.

### 3 Measures we will take in specific situations

3.1 In the following paragraphs, a number of risks and scenarios are identified, along with the measures the College will take in order to protect your continuity of study, as an addition to, or by way of further detail on, the general undertakings in section 2 above.

3.2 Inclusion of a scenario should not be assumed to mean we consider it likely to occur, the College considers the risks highlighted below to be minimal.

3.3 The College has a risk management process that identifies and scores the impact and likelihood of a risk. This determines the overall risk score and whether it is a material risk. The scoring is as per the following table:

IMPACT	(5) Catastrophic	5	10	15	20	25
	(4) Major	4	8	12	16	20
	(3) Moderate	3	6	9	12	15
	(2) Minor	2	4	6	8	10
	(1) Almost None	1	2	3	4	5
		1. Rare	2. Unlikely	3. Possible	4. Likely	5. Almost Certain
		<b>Likelihood</b>				

Low Risk
Medium Risk
High Risk

#### 3.3.1 Updating of programme content, regulations and policies

Low Risk	Risk Score: Impact 1, Likelihood 3 and overall Risk Score 3 This is a low risk as it will have moderate impact, but it is very unlikely to happen
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3.3.1.1 An ongoing commitment to quality assurance and enhancement at CCSW and any of its validating HEI partners means that, from time to time, programme content, regulations and policies will be updated. Where updates to content are made, for example substitution of modules, changes to module content or assessment activities, these will be proposed via Programme Committee and Academic Board, where students are represented, before approval.

3.3.1.2 Changes to regulations and policies may be prompted by a validating or accrediting partner and will be considered at the Academic Board (*and/or Executive Leadership Team*), where students are represented.

3.3.1.3 Revised regulations shall only apply to students first enrolling after College approval (and partner HEI approval where applicable) of those revisions, unless changes are not deemed significant, thus different regulations may apply to different cohorts on a programme and will be documented in the Programme Handbook for that cohort.

3.3.1.4 New or revised policies shall apply to all students from the start of the academic term following approval by the College's Academic Board (*and/or ELT*), with a proviso that for the remainder of the current academic year, no student may be treated disadvantageously in comparison with the previous policy.

### 3.3.2 Closure of an Individual Programme

Low Risk	Risk Score: Impact 1, Likelihood 3 and overall Risk Score 3 This is a low risk as impact is low should the risk occur
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- 3.3.2.1 The College may make a strategic decision to close a programme because insufficient enrolments render it non-viable from an academic, student experience or resourcing perspective; or because it has been superseded in the College portfolio; or no longer aligns with the College's mission.
- 3.3.2.2 In such cases and where possible, the College will offer existing students a choice of three options, noting that the College undertakes not to close a programme within 3 calendar months of the start of an academic year:
- (a) To continue as planned to be "taught out" on the original programme, where the College considers this to be a viable option on academic and student experience grounds, noting that this may itself be subject to the number of students so electing. Throughout this document, an on-course student means one who is actively enrolled, pursuing their course and attending classes at the relevant point.
  - (b) To transfer to a similar or replacement programme at CCSW, where available
  - (c) To transfer with CCSW's assistance to a course at an alternate provider
  - (d) To invoke the College's Tuition Fees Policy in relation to a potential refund or partial refund (*Please refer to the College's Tuition Fee Policy and the College's Refund and Compensation Policy available [here](#)*)

### 3.3.3 Closure of a Specific Site or Campus

Medium Risk	Risk Score: Impact 4, Likelihood 1 and overall Risk Score 4 This is a medium risk as impact would be major but is unlikely to occur
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- 3.3.3.1 On resource, academic, student experience or health and safety grounds it may be necessary to close a site or campus and/or move programmes between sites. Unless taken on the grounds of emergency relocation due to unanticipated events, or on the grounds of a material improvement of facilities, the College undertakes not to close a site or relocate a programme whilst teaching is underway for the academic year, nor within a month of the start of an academic year.
- 3.3.3.2 Where a site is closed, or programme relocated, programmes and services affected will be delivered instead at appropriate alternate premises of the College. In such circumstances, students will not be routinely offered other options.

### 3.3.4 De-Designation for Student Support Purposes (*which allows UK/EU students to apply for tuition fee and maintenance loans*).

Medium Risk	Risk Score: Impact 3, Likelihood 3 and overall Risk Score 9 This is a medium risk as impact would be moderate and is possible to occur.
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- 3.3.4.1 Where the College's designation is withdrawn, suspended or is not successfully renewed, and depending on the circumstances of de-designation, the College will appeal the decision/make a new application for designation with a view to the restoration of this for the coming academic year.
- 3.3.4.2 Where appropriate the College will also apply for "teach out designation", allowing eligible existing students to continue to access student tuition and maintenance loans, including those making new loan applications, for the remainder of their studies while on their current programme at CCSW, which was designated up to that point.
- 3.3.4.3 In the event of teach out designation not being granted, the College will endeavour to transfer existing eligible students, in receipt of or seeking loans, to an approved alternate provider, should they so wish.

3.3.4.4 However, de-designation may also relate to, or lead to, the closure of the College and provisions made below should also be noted.

### 3.3.5 **Removal of Tier 4 Sponsor Licence** (*which allows CCSW to admit international students*)

Low Risk	Risk Score: Impact 2, Likelihood 1 and overall Risk Score 2 This is a low risk as impact would be minor and is unlikely to occur.
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3.3.5.1 It is noted that the College does not currently seek to admit international students to its HE programmes. In the future, should the College seek to recruit international students and where the College's Tier 4 sponsorship is withdrawn, prospective international students who have made an application to study will be contacted.

3.3.5.2 The College will assist existing offer-holders in securing a place elsewhere. Depending on the circumstances, the College will appeal the decision/make a new application for a Tier 4 license with a view to the restoration of this for the coming academic year. Current sponsored students will be contacted by the College within 5 College working days of notification of United Kingdom Visa and Immigration's decision, to advise whether they may continue under existing CCSW sponsorship or are required to return to their home country to make a fresh visa application.

3.3.5.3 In the latter case, on request and where Tier 4 regulations permit, the College will endeavour to transfer the student to an approved alternate provider with a Tier 4 license.

### 3.3.6 **Withdrawal or Non-Renewal of Validation**

Low Risk	Risk Score: Impact 2, Likelihood 2 and overall Risk Score 4 This is a low risk as impact would be minor and is unlikely to occur.
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3.3.6.1 Where the above occurs for one, more or all programmes, in line with the College's validation agreements with its partner HEIs, current students registered with a partner HEI will normally be permitted to complete their intended studies at the College, subject to normal maximum timescales. If, for whatever reason in line with the validation agreement, the partner HEI determines that this cannot occur, then the College and partner HEI undertake that in all cases current on-course students may continue with their current programme at the College for 22 teaching weeks following communication of the decision to end validation and until the end of the term in which the 22-week period ends.

3.3.6.2 Following a partner HEI decision to no longer validate programme(s), the College will work to identify an alternate validating partner, with a view to putting this arrangement in place within 22 teaching weeks of the partner HEI's decision. Students will be advised and supported by the College in choosing between the following options, if they become available:

3.3.6.2.1 completing their studies at CCSW under the partner HEI's validation;

3.3.6.2.2 transferring to a CCSW programme validated by another partner (if possible);  
and

3.3.6.2.3 transferring to an approved alternate provider (*if neither of the above are possible*).

### 3.3.7 **Closure of College**

Medium Risk	Risk Score: Impact 4, Likelihood 1 and overall Risk Score 4 This is a medium risk as impact would be severe but is very unlikely to occur
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3.3.7.1 As with all providers, an extreme set of events may lead to the prospect of the College being closed or a decision taken to exit the market served by College. This may be triggered, for example, by the College becoming insolvent or through falling student demand, withdrawal of validation or regulatory matters, or a major event rendering the College's mission non-viable.

3.3.7.2 In such cases, the following will apply:

3.3.7.2.1 Where a decision to close is taken, the College will immediately enter a “continuity period” allowing all existing on-course students to continue with their current programme at the College for 22 teaching weeks following communication of the decision to close the College and until the end of the term in which the 22-week period ends.

3.3.7.2.2 Where placement at a partner HEI provider is indicated in the above, this will normally be with the following, with which agreements are in place; it is anticipated that students will be able to transfer with recognition of the partner HEI credit achieved on their current College programme:

<b>University of Chester</b>
<ul style="list-style-type: none"> <li>FdSc Fitness and Health</li> </ul>
<b>University of Derby</b>
<ul style="list-style-type: none"> <li>FdA Children &amp; Young Persons Services</li> </ul>
<ul style="list-style-type: none"> <li>FdSc Construction</li> </ul>
<ul style="list-style-type: none"> <li>BSc (Hons) Person Centred Counselling</li> </ul>
<b>University of Wolverhampton</b>
<ul style="list-style-type: none"> <li>PgCE</li> </ul>
<ul style="list-style-type: none"> <li>Cert Ed</li> </ul>
<ul style="list-style-type: none"> <li>BA (Hons) Technical Theatre (top up degree)</li> </ul>
<ul style="list-style-type: none"> <li>BA (Hons) Art and Design</li> </ul>
<ul style="list-style-type: none"> <li>BA (Hons) Business Management (top up degree)</li> </ul>
<ul style="list-style-type: none"> <li>BA (Hons) Education, Childhood and Youth</li> </ul>
<ul style="list-style-type: none"> <li>HND Construction and the Built Environment</li> </ul>
<ul style="list-style-type: none"> <li>BSc (Hons) Construction Management</li> </ul>

#### 4 Publication of the Student Protection Policy

4.1 We will publicise our student protection plan to current and future students by publishing the Student Protection Plan on the College’s website, mention of the plan at new student interviews at the pre-enrolment stage and raising awareness of the plan at new student induction.

4.2 We will refer students to it in their course handbook. We will continue to communicate and consult with students about the plan. If necessary students can complain about the way we implement the plan via the student complaints process, as depicted below:

4.3 The following provides a step-by-step guide as to the process of submitting a complaint for learners on Higher Education courses.

4.3.1 Stage 1 (Informal) The College expects minor complaints to be dealt with informally within the department and by the manager concerned. The matter remains unresolved the following procedure applies.

4.3.2 Stage 2 (Formal) All complaints should be addressed to the College Principalship. For a complaint to be considered as a formal complaint it must be submitted to the College in writing and on the appropriate form.

4.3.3 In exceptional circumstances the College is prepared to accept a complaint over the telephone whereby a College administrator receives dictation from the complainant. In such circumstances the complainant will be asked to make clear the specific nature of the complaint.

- 4.3.4 A complaint must be made as soon as reasonably possible and, in any event, within three months of the event that gave rise to it or, if the complainant is a student at the College, within three months of the end of the course. The College may extend this time limit if it would have been unreasonable for the complaint to be made earlier or there were extenuating circumstances which prevented the complainant from making the complaint earlier, as long as it is still possible to investigate the facts of the case.
- 4.3.5 If a complaint is made there is an expectation that this will be submitted by the complainant and personal information will be required such as name, address and appropriate telephone numbers with an explanation of the complaint.
- 4.3.6 As a higher education student, there is an expectation that this will be submitted by the complainant. However, the right to nominate a third-party representative is accepted and this must be made in writing stating the representation/individual acting on behalf of the complainant. This is consistent with best practice described by the Office of the Independent Adjudicator (OIA).
- 4.3.7 The College will acknowledge the complaint within 5 working days and the complainant will receive a full response within 15 College working days of receipt of the acknowledgement.
- 4.3.8 If the complaint is about the Principal, or a member of the governing body, the complainant should write to the Clerk to the Board.
- 4.3.9 Stage 3 (Appeal) The College would hope to resolve the complaint, however, if the complaint has not been resolved satisfactorily, then there is an option to refer the complaint to the Principal.
- 4.3.10 Stage 4 (Completion of Procedures) Upon completion of the Complaints and Appeal processes the complainant will be issued with a 'completion of procedures' letter. This letter is evidence that appropriate procedures have been implemented and said procedures are now at an end.
- 4.3.11 Stage 5 (External referral) If the complainant is not satisfied with the College Complaints Policy and a completion of procedures letter has been received, this can be referred to the appropriate body.
- 4.3.12 As a higher education student studying a Pearson Higher National qualification (HNC or HND) referral to the awarding body is possible. Further information can be found in the course handbook, within the College HE Pearson Programme Regulations <https://he.ccsw.ac.uk/wp-content/uploads/2019/08/CCSW-HE-2019-PearsonProgramme-HNCD-RQF-Regulations.pdf> or by contacting Pearson directly at <https://www.pearson.com/uk/>.
- 4.3.13 Higher education students have the right to refer complaints to the Office of the Independent Adjudicator (OIA). To make a complaint the complainant must complete a Complaint Form and submit this to the OIA within 12 months from the date of the Completion of Procedures Letter.
- 4.3.14 It is important for students to note that the Office of the Independent Adjudicator cannot consider matters which are or which have been the subject of court proceedings.
- 4.3.15 The College reserves the right to decline, suspend or to discontinue a complaint under the Student Complaint Policy, in the event that legal proceedings are commenced, and the claim concerns the same subject matter as the complaint.
- 4.3.16 Further information relating to the OIA, including the on-line Complaints Form, can be found at <https://www.oiahe.org.uk/> or by contacting the address below:

Office of the Independent Adjudicator OIA  
Second Floor  
Abbey Gate  
57-75 Kings Road  
Reading  
RG1 3AB  
Tel. 0118 959 9813

- 4.4 We will review our risk assessment and this student protection plan annually and will involve students in this review.
- 4.5 We will ensure that our staff are aware of the implications of this plan by including it in staff development and training. Staff continual professional development will also include and review best practice guidance regarding consumer protection law.