

# Student Protection Plan

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Provider's name:	Nelson College London
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Legal address:	106 Olympic House, Clements Road, Ilford, Essex IG1 1BA
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## Nelson College London's Student Protection Plan (NCL-SPP) For the period 2024-2025

The Nelson College London's Student Protection Plan (NCL-SPP) is a document which sets out what actions the College will take to minimise any impact on the continuity of study for our students. This NCL-SPP also includes examples of events which may trigger the plan, such as the closure of a course, campus or location, the discontinuation of a discipline, or market exit.

The Plan has been designed in collaboration with our students and staff and is iterative in its design by ensuring that the student and staff views and interests are taken into account. The Plan is intended to be reviewed and revised at least once a year to ensure that the mitigating measures the NCL-SPP sets out remain practicable, relevant and effective. This plan will reflect any changes or events which may require a change to the plan or the actions within it.

This plan has been reviewed by our regulator, the Office for Students, and is available to all current and potential students on the [Nelson College London \(NCL\) website](#). The measures contained in this plan are in addition to the protections defined under consumer protection law and do not impinge on consumer rights.

Just like any other higher education provider, Nelson College London (NCL) in an unlikely event may "exit the market" ("market exit") meaning it may leave the sector and cease to deliver its higher education courses. The exit might be deliberate (e.g. for strategic reasons) or for other reasons (e.g. suspension from the register or de-registration, or financial failure). It is not envisaged, however, that plans can be triggered only by market exit, and plans, or elements of them, may also be brought into

play due to other events such as campus or location closure for example, due to external circumstances.

### **Our commitment to you as a student**

We commit to:

- being open and transparent should any risk to the continuity of your studies arise and to inform you in a timely manner.
- taking reasonable steps to protect your studies should we discontinue a course or discipline, close a location (building or campus) where a course is taught or close altogether.
- considering your views before deciding to implement any substantial changes to a course or to discontinue it, or stop teaching a discipline or close a location.
- taking into consideration the needs of all our students and the impact on them of any proposed changes and protective measures.
- informing the OfS of any changes that may necessitate a review of the plan or any of the measures contained within it.

We will regularly seek the students' views on this plan as part of our student feedback processes. If you have any immediate views, concerns or feedback in relation to this plan, please contact our Principal, Roger Bradburn [r.bradburn@nelsoncollege.ac.uk]

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

#### **Risks/events that may trigger this student protection plan**

The NCL-SPP covers the events that would trigger the implementation of the SPP, i.e. instances where continuity of study is put at risk through no fault of the students. These may include:

- we decide to discontinue your specific course
- we stop teaching this discipline
- we decide to close the location (building or campus) in which the course is taught and cannot find suitable premises at a nearby location
- we decide to cease operating altogether
- we can no longer provide the course to you for reasons outside our control
- we lose the right to provide the course or qualification
- deregistration or suspension of registration (where continuity of study is at risk) or loss of partnership with our awarding bodies/validating partner(s)
- exiting the market completely (intentionally or otherwise)

- exiting a particular section of the market, such as courses awarded by a particular awarding body/validating partner
- the materialisation of corporate and financial risks which may force the college to either seize the operations of the entire college or a part of the college offering some or all students to complete their course
- any other changes which may affect students' ability to continue their studies.

We retain the right to make minor adjustments and improvements to course, programme and module content year on year, and these in themselves do not warrant the triggering of student protection measures. However, if you feel the course as delivered varies significantly from what you expected, you may be able to seek recourse under consumer or contract law.

### **Assessment of Current Risks**

(1) The risk that Nelson College London as a whole would be unable to operate is very low because we have a strong track record in academic management, quality assurance and regulatory compliance which is supported by our strong financial position. Strong financial performance is evidenced by significant net profits generated over the years and a strong balance sheet. Nelson College London Ltd, owns a number of commercial properties against which suitable loans could be secured to ensure short-to-medium term financial viability. The College prepares financial forecasts on an annual basis covering the next three years to show strong financial performance.

(2) It is highly unlikely the college will be unable to operate for financial reasons alone as the College has numerous income sources:

- The College owns a large commercial building (Commercial House, 406-410 Eastern Avenue, Gants Hill, Ilford, IG2 6NQ) which is currently occupied by the College.
- It has other freehold commercial buildings and a hotel which are currently rented out.
- The College acquired a large university campus in mid-2022 in Broadstairs comprising of many units which are currently being marketed for rent/lease with a view to generating substantial rental income for the College.
- The College has freehold properties in three sites, which has enabled it to diversify and add to its stream of income. The buildings are located within short bus rides from the College's existing campuses and can be utilised if the College requires the space for educational purposes.

- Additionally, the College also has a strong virtual campus which allows it to provide a synchronous and asynchronous delivery allowing it to exponentially increase the capacity to teach students at any point in time.

(3) The Board of Governance of the College proactively monitors regulatory risks and has committed to adopt relevant sector best practices. The Board members have a diverse range of backgrounds, including law, accountancy, consultancy, leadership and management, banking, data science, student services, and media. The College conducts periodic risk assessments to mitigate the chances of any regulatory or other risks that may adversely materialise. The Audit Risk Management and Remuneration Committee (ARMRC) and Joint Board of Directors/Board of Governance (BoD/BoG) monitor the risks on a quarterly basis.

(4) In the unlikely event that the College loses its Specific Course Designation, enrolled students would be taught-out on the basis of tuition fees that would fall due and by utilising our financial reserves.

(5) The College currently has two validating partners [the University of West London and London Metropolitan University] and is an approved Pearson centre. Current legally-binding arrangements with these partners provide assurance that all students already enrolled with us will be taught to the completion of their programmes of study.

(6) The risk that the College decides to discontinue a specific course or a specific discipline is unlikely as the College is committed to run or teach out all the courses which have students enrolled.

(7) The risk that we decide to close the location (building or campus) in which a course is taught, and we cannot find suitable premises at a nearby location is low. This is unlikely for the Gants Hill campus and Broadstairs campus as they are owned by the College. We made sure that the majority of our courses are delivered at the Gants Hill campus. The risk related to the forced relocation of the Ilford campus due to the landlord giving notice to the College to vacate the property is high but the impact of this will likely be negligible. In the unlikely event, that this risk materializes, the College can mitigate this risk by relocating to other nearby premises owned by the College, renting out premises in the same area or, students can be taught virtually.

(8) The risk of the College deciding to cease operating altogether or to cease providing the course for any other reason is negligible as we do not have and there has never been an agenda to cease the operation of the College.

(9) The risk that the College loses the right to provide the course or qualification is low. We have been consistently following the rules, regulations, policies and procedures of our awarding bodies. The awarding organisations have never taken any disciplinary action against the College.

(10) The risk that the College exits the market completely or exits a particular section of the market without adequate notice is negligible.

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

The College believes that the risks listed above are extremely unlikely to materialise. In the unlikely event of any of the risks materialising, we have the following measures in place to protect the students.

### **Proposed measures to protect students**

NCL-SPP includes a wide range of measures, including, but not limited to, the following:

#### **Financial Measures**

(1) Our net asset and liquidity positions are both projected to remain strong throughout the forecast periods, which are prepared on an annual basis covering the next three years.

(2) If any of the risks materialise and we need to take steps to reduce our operating costs, we may relocate our Ilford campus to the Gants Hill and/or the Broadstairs campus (which are owned by the College). This can be achieved easily as the Gants Hill and Broadstairs campuses have spare capacity. Gants Hill campus is also located approximately 2 miles from the Ilford campus.

(3) The College has a flexible overhead costs structure, and these costs can be reduced within a short time.

(4) The directors and senior managers of the College are committed to working voluntarily (indefinitely) should there be any likelihood of impending liquidity pressure. Staff members will be retained and paid in this short-term period in accordance with contractual agreements.

(5) The College has two campuses designated for student support purposes; the Ilford campus is based in rented premises, which can be vacated at short notice. In the case of lower student

numbers, the College can vacate the Ilford campus by giving short notice allowing us to save on rental expenses.

(6) Tuition revenue from existing students will continue for two years from the date of their first intake. If tuition revenues decline, the College is able to quickly reduce expenditure by downsizing its operations and staffing costs.

## **HR Measures**

(7) The risk that we are no longer able to deliver material components of any of our courses due to staff shortage is low because we design our modules which can be taught by hourly-paid, suitably qualified academic staff in disciplines for which there is an abundance of lecturers in London, nationally and internationally. Our own study manuals provide all the core reading materials necessary for the courses we offer. Virtual classes and blended learning can also be arranged in an unlikely event of a staff shortage in any of our campuses and courses.

(8) The staff and contractors' engagement contracts are devised in such a way that these costs can be adjusted within a short time. The assumption is that the College can reduce contractual arrangements and associated costs broadly in proportion to the change in the number of full-time equivalent students. This is subject to giving notices in line with the contractual obligations.

## **Partnership and Teach-out Measures**

(9) The College will work with regulatory bodies to ensure all necessary steps are taken to minimise the disruption to the affected students and as such, will work with its awarding bodies and validating partners (Pearson/London Metropolitan University/University of West London) to allow enrolled students to complete their programme of study.

(10) If in the case where the awarding bodies decide not to assist, the students will be transferred to an appropriate course at other providers. For the courses which are validated by London Metropolitan University, there are arrangements in place to teach out the students. For the HND courses, the students can be transferred to other providers having designations for the same or similar courses.

(11) To mitigate the risks related to the awarding bodies, the College will explore different solutions and will take all reasonable steps to help the affected students.

(12) If the College designation is withdrawn, suspended or is not successfully renewed, and depending on the circumstance of the designation, the College may choose to appeal the decision or make a new application for designation with a view to restore the College status.

(13) Whenever possible, we will make arrangements to 'teach out' current students where we have voluntarily decided to leave the market or close a course. This means that we commit to ensuring the course of study can be completed by all currently enrolled students, even though the course is being discontinued and we will not be taking on new student cohorts. Students with intermission status<sup>1</sup> will also be contacted with a mutually acceptable arrangement.

### **Student Engagement and Contractual Measures**

(14) The College reserves the right to make variations to programme contents, entry requirements and methods of delivery, and to discontinue, merge or combine programmes, both before and after a student's admission to the College, if such action is reasonably considered necessary by the College.

(15) In the event that, prior to the student commencing the first term of study, the College discontinues the programme, the student may either:

- Transfer to such other course (if any) as may be offered by the College, for which the student is qualified subject to the Principal's approval.
- Withdraw from the College without any liability for fees. If, in these circumstances, the student wishes to withdraw from the College and enrol in a course at a different College, the College shall use its reasonable endeavours to assist the student.
- Work with the College on any planned closures/significant changes or other events which will affect them.
- Be contacted with a sufficient notice period on any planned closures/significant changes or events which will affect them.
- Be provided with clear and timely information.
- Be provided with suitable alternatives if a course or discipline can no longer be offered.
- Find a course at another provider on their own or with the help of the College.
- Be refunded all or part of paid fees if transfer to another course/institution is not possible

All these measures have been meticulously considered and we are confident they are viable. We are committed to take into consideration the needs of all our students, including those with mobility considerations or special educational requirements.

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<sup>1</sup> Intermission is a short study break ranging from an academic term/semester to a year. It is usually taken by students to deal with exceptional circumstances.

(16) The College has evaluated that, in the unlikely event that its designation is withdrawn, it has the necessary resources to continue to support its students and the operations of the College without relying on external assistance or borrowing.

**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**

The terms and conditions of the College set out the terms in relation to refunds of tuition fees and compensation. The [Terms and Conditions](#) can be found in the 'Policies and Procedures' section of the website under the 'About' tab.

The extracts from the Terms and Conditions are appended below:

The College "Terms and Conditions" in regard to refund of fees states:

1. The College reserves the right not to refund any tuition fee paid after the 14 days cooling-off period. The cooling-off period ends after the 14 days from when the offer is accepted. After the end of the cooling-off period, any refund of tuition fees and or reduction in tuition fee liability is at the discretion of Nelson College London. If a student is withdrawn/terminated after two weeks from the course commencement date, 100% annual tuition fee is payable. The College reserves the right to initiate legal proceedings in relation to non-payment of course fees in accordance with the College's regulations. In exceptional circumstances, the College may decide to refund a part of the tuition fees paid if a student is terminated or withdrawn by the College, in which case the College may decide to refund using the following schedule:

<b>Termination/Withdrawal Date</b>	<b>Fee Liability</b>
0 - 14 days from the acceptance of the offer or course commencement date (whichever is earlier).	No fees due
Within the first three months from the course commencement date.	25% of the yearly fee due.
Between the 4 <sup>th</sup> and 6 <sup>th</sup> month from the course commencement date.	50% of the yearly fee due.
After 6 months from Course Commencement	100% of the yearly fee due.



1.1 If you have any concerns regarding payment of fees or require further information (including the refund of course fees), please contact the Admissions department on 0203 500 0239 or email us at [info@nelsoncollege.ac.uk](mailto:info@nelsoncollege.ac.uk)

### Compensation for Changes to the Course or Location of Your Study

1. Any changes of location will be discussed in advance with student representatives, and all affected students will be given advanced notice so that they know when and how changes might be made.
2. Eligible students will be automatically assessed for compensation relating to their increased travel costs only, and are not entitled to receive compensation for accommodation costs. Any students who have an increased travelling distance of over 3 miles will be compensated for the additional mileage incurred at a rate of 20p per mile for up-to three return journeys per week over the relevant teaching weeks during the academic year.
3. If a student is not happy with a change to a course, the student may choose to leave the course, in which case the student will need to complete a Withdrawal Form<sup>2</sup>. The student's fee liability will be based on the date of receipt of the Withdrawal Form in comparison to the fee liability date. However, in the unlikely event of a serious adverse effect on the student, the College will consider their fee liability on a case-by-case basis.
4. If a student's course is discontinued without teaching out the student, and if none of the alternative arrangements offered by the College are acceptable, the College will refund the student's fees collected for that academic year of study. No other compensation will be paid by the College.
5. If a student's course is discontinued, instead of teaching out the student, and the student has agreed to commence or continue another course at the College, the College will ensure that there is no additional tuition fee burden on the student. If the student had to transfer to another provider to complete this or a similar course, the College will provide adequate support so that students can apply for exemptions for the credits already achieved.

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<sup>2</sup> The Withdrawal Form is available upon request via email or you can pick up a copy from the front desk of your campus.

## Changes to Your Course

1. Course changes may take place between the offer of a place and the student's subsequent registration with the College. Circumstances beyond the College's reasonable control may sometimes result in the necessity to vary the terms or content of the course or services described in the website or handbooks, or prospectus.

The College will take all reasonable care to ensure that changes are kept to a minimum, but if we are required to make any significant changes to the terms of the Contract or the course (as described on the website, handbooks and prospectus) before you register with the College, the College shall bring these to your attention as soon as possible. If you reasonably believe that the proposed change will prejudicially affect you, then you may either cancel the Contract and withdraw from the course without any liability to the College for course fees or transfer to such other course (if any) as may be offered by the College for which you are qualified.

2. Course withdrawals prior to registration: The College will use all reasonable endeavours to deliver all courses described in the prospectus. However, if there are not sufficient enrolments to make a course or module viable, the College may be forced to cancel the course or module. If the student has received an offer for any course described in the prospectus, which the College discontinues prior to the student registering at the College, the College will notify the student as soon as possible and will use reasonable endeavours to provide a suitable replacement course for which the student is qualified. If the student is unhappy with the replacement course provided by the College or if the College is unable to provide a suitable replacement course, the student may cancel the Contract and withdraw from the course without any liability for course fees.

3. Course changes/withdrawal after registration: Once the student has registered, the College will use all reasonable endeavours to deliver the course as per the terms of the Contract, but:

3.1 If for reasons outside of the College's control the College is forced to discontinue the course, the College will notify the student as soon as possible and use reasonable endeavours to transfer the student to a suitable replacement course for which they are qualified. If the students are unhappy with the replacement course provided by the College or if the College is unable to provide a suitable replacement course, then the student may cancel the Contract and withdraw from the course without incurring any further liability for course fees and they shall be entitled to a refund of all course fees paid to date; or

3.2 Following decisions by the Academic Board or its subcommittees, the College reserves the right to vary minor elements of the course from that described in the prospectus

in order to improve the quality of educational services, in order to meet the latest requirements of an awarding body, in response to student feedback, and/or due to a lack of student demand for certain modules. If we are forced to make a material change to the course (such as the nature of the award or in relation to a material aspect of the curriculum), we will notify these changes to the College student representatives or via the website or individually to the student as soon as possible and, if the student reasonably believes that the proposed change will prejudicially affect them, then they may either cancel the contract and withdraw from the course without any liability to the College for the remaining course fees or transfer to such other course (if any) as may be offered by the College for which they are qualified.

4. If the student chooses to cancel the Contract (and withdraw from the course) in accordance with this Clause, the College will use reasonable endeavours to assist the student in finding an alternative comparable course with another Higher Education provider in the UK.

#### **Evidence of Financial Strengths to Support the Refund and Compensation Policy**

We charge our students tuition fees after they are accrued instead of collecting the fees from the students in advance. Therefore, if students discontinue their courses, it is unlikely that we need to refund any tuition fees.

Some of our students might be deemed ineligible in a re-assessment of their financial eligibility by the Student Loans Company (SLC) following an earlier successful assessment. In this case, the SLC may request the College to return the tuition fees paid to the College. In such cases, the College can collect the tuition fees from the students concerned. To account for any such refund, the College sets aside cash reserves of up to 10% of the annual tuition fees income.

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

##### **Measures to inform students and staff of the Student Protection Plan: -**

The Student Protection Plan will be communicated to current and future students through:

- Publication of the NCL-SPP on the College website.
- Training Student Representatives on the NCL-SPP and by seeking their views annually in the Student Representatives Committee.

- Strengthening its student representation system through the operation of the NCL Student Association with the elected NCL Student Association President and Vice Presidents.
- The student representatives and in the student representative meetings.

The College will do the following to ensure students and staff are kept aware of any changes to the Student Protection Plan:

- Students can seek advice or enquire from relevant staff trained on Student Protection Plan.
- The College will ensure the staff and lecturers are aware and are provided with training.
- The College will communicate any changes to students as early as possible of any changes to the College designation/partnership status. They will be provided with clear information and options.
- The College is committed to offering advice and support regarding any proposed changes to the NCL-SPP, the triggering of student protection plans or the measures within them.

We will notify you of any changes which may affect your studies in a timely manner. Should the student protection plan need to be triggered, you will be notified by the Principal, Roger Bradburn [r.bradburn@nelsoncollege.ac.uk]

We commit to contacting you at least three *months* prior to the intended dates of course change or closure. We commit to contacting you as soon as possible prior to the intended dates of course change or closure.

Advice and support is available from the Principal, Roger Bradburn [r.bradburn@nelsoncollege.ac.uk].

### **What can I do if I have a complaint?**

If you are not content with the proposed outcomes, you may consult with the Office of the Independent Adjudicator, at <http://www.oiahe.org.uk>.