

Student Protection Plan

**Bloomsbury Institute Ltd
7 Bedford Square
London
WC1B 3RA**

UKPRN: 10004061

**Contact point for enquiries about this Student Protection Plan:
finance@bil.ac.uk**

**BLOOMSBURY
INSTITUTE
LONDON**

Index

<u>1.</u>	<u>Introduction</u>	<u>2</u>
<u>2.</u>	<u>Potential risks to continuation of study</u>	<u>2</u>
2.1	Risk 1: Closure of the institution	3
2.2	Risk 2: Withdrawal of Office for Students' registration and discontinuation of Student Loans Company (SLC) funding	4
2.3	Risk 3: Withdrawal of UKVI sponsorship licence	5
2.4	Risk 4: Withdrawal of awarding body	6
2.5	Risk 5: Withdrawal or suspension of a course	7
2.6	Risk 6: Significant changes to a course	8
2.7	Risk 7: Loss of key staff	10
2.8	Risk 8: Industrial action	10
2.9	Risk 9: Disruption caused by unforeseen circumstances	11
2.10	Risk 10: Withdrawal of Birkbeck College facilities	12
<u>3.</u>	<u>How to claim a tuition fee refund or payment of compensation</u>	<u>13</u>
<u>4.</u>	<u>Communicating the Student Protection Plan to students and staff</u>	<u>13</u>
<u>5.</u>	<u>Complaints</u>	<u>14</u>
<u>6.</u>	<u>Related regulations, policies and procedures</u>	<u>14</u>
<u>7.</u>	<u>Review</u>	<u>14</u>

1. Introduction

This Plan has been approved by our regulator, the Office for Students (OfS), and applies to all current and prospective students.

Current and prospective students enrol on one of our courses and, subject to our Terms and Conditions (available at: www.bil.ac.uk/gem/policies/), should be able to complete the course as advertised. In other words, throughout the duration of their course, there should be no interruption to their “continuation of study”.

Section 2 below sets out:

- The potential risks that could, if they occur, interrupt the continuation of study of current and/or prospective students.
- The measures we have put in place to minimise the possibility that the risk will occur (i.e. we explain how we mitigate against risks occurring).
- In the event that a risk does occur and this results in an interruption to the continuation of study of current and/or prospective students:
 - the support we will provide to minimise the impact; and
 - (where applicable) any right to a refund of tuition fees and the payment of compensation.

Section 3 below explains how a student can make a claim for a tuition fee refund and/or the payment of compensation that become due under this Plan. Any tuition fee refunds and payment of compensation that become due under this Plan do not affect: (i) any rights under the Terms and Conditions; and (ii) any other legal rights.

Section 4 below explains how we communicate this Student Protection Plan to (i) current and prospective students; and (ii) staff.

Section 5 below explains how a student can make a complaint if they are not satisfied with how we have applied the Student Protection Plan should we need to do so.

Section 6 below sets out related regulations, policies and procedures.

Section 7 below provides that there will be an annual review of the Plan, and students will be consulted as part of this review.

2. Potential risks to continuation of study

Within this section we set out the potential risks that could, if they occur, interrupt the continuation of study of current and/or prospective students.

Each risk has been rated in terms of the possibility that it will actually occur, after taking into account the measures we have put in place to minimise the possibility that the risk will occur.

We currently consider the possibility that any of the risks outlined below will actually occur to be in the range low to moderate.

The only risks that have a moderate possibility of actually occurring are: withdrawal or suspension of a course; and significant changes to a course (see **Sections 2.5 and 2.6** below). The possibility of any other risk actually occurring is moderate to low, or low.

The list of risks is not comprehensive. The order in which the risks have been listed does not in any way indicate the possibility of the risk occurring.

For each risk we set out the measures we have put in place in order to minimise the possibility that the risk will occur.

In the event that a risk does occur and this results in an interruption to the continuation of study of current and/or prospective students, we set out: (i) the support we will provide to minimise the impact; and (ii) (where applicable) any right to a refund of tuition fees and the payment of compensation.

Note: We have a separate Corporate Risk Register, which is regularly monitored and reviewed by our Senior Management Team and our Board of Directors.

2.1 Risk 1: Closure of the institution

2.1.1 The risk

We only provide higher education courses.

If we close down, we would discontinue all our higher education courses.

We may have to close down if, for example, the OfS decides to withdraw our registration. This is dealt with at **Section 2.2** below.

The only other situation in which we would have to close down is if we are no longer financially viable or sustainable. This could occur if, for example, we do not meet our projected targets for continuing and new students, and the financial support of our parent company is insufficient to cover any deficit.

The possibility of us closing down for either reason is moderate to low.

2.1.2 Measures taken to minimise the risk occurring

We take the following measures to minimise the possibility that we would have to close down:

- We have secured a substantial long-term convertible loan from our parent company, Goldwait Limited, to ensure we can absorb a deficit.
- The budget is set annually, and updated financial accounts are submitted to the Board of Directors for review every two months.
- The budget is based on a prudent projection of continuing and new student numbers.
- We have the ability to reduce expenditure if student numbers are not achieved (e.g. lower validation fee payable to the awarding body; less space required at Birkbeck College (our provider of teaching space); reduction in the number of sessional lecturers).
- Our Corporate Risk Register includes a broad range of identified risks (including financial risks), a consideration of the impact that the risk could cause, the likelihood of the risk occurring, and the action(s) taken or to be taken to mitigate against the risk occurring. The Risk Register is reviewed every three months by the Senior Management Team, and the Board of Directors.
- We set annual Key Performance Indicators (KPIs) that are used as an ongoing indicator of whether a risk (that includes financial risks) might materialise or has realised. The KPIs are considered by the Senior Management Team, Academic Committee, and the Board of Directors.

2.1.3 If the risk occurs

If we decide to stop operating:

- We will inform current and prospective students as soon as is practicable.
- We will seek to teach-out courses for all current students.
- In the unlikely event that it is not possible to provide a teach-out for current students, we will support them to transfer to another higher education provider by: (i) sourcing transfer arrangements with other higher education providers in London; and (ii) providing students with transcripts of study that include credit details.
- If a current student incurs additional costs because they have to transfer to another higher education provider, we will reimburse such additional (and reasonable) costs provided the student provides the necessary proof. Such additional (and reasonable) costs will include any increase to the student's tuition fees and travel costs, and the loss of any bursary or scholarship.
- We will support prospective students to secure a place at another higher education provider, including our awarding body.

2.2 Risk 2: Withdrawal of Office for Students' registration and discontinuation of Student Loans Company (SLC) funding

2.2.1 The risk

We are registered with the Office for Students (OfS) as a higher education provider.

Through this registration, all our undergraduate and postgraduate courses are eligible for UK students to apply for tuition fee and/or maintenance loans through the Student Loans Company (SLC). Students from the European Union (EU) may also be eligible for SLC funding. However, following the UK's withdrawal from the EU, new EU students ceased to be eligible for funding through the SLC from 2021-22.

If the OfS withdraws our registration:

- Current students who are eligible for funding through the SLC will continue to receive SLC funding for the remainder of their course provided the OfS grants a "Teach-out designation".
- If the OfS withdraws our registration, prospective students will no longer be eligible for funding through the SLC in relation to any courses with us.

The possibility of the OfS withdrawing our registration is low.

2.2.2 Measures taken to minimise the risk occurring

We take the following measures to minimise the possibility that the OfS will withdraw our registration:

- Through our corporate and academic governance arrangements we seek to ensure compliance with all OfS conditions of registration.
- The Senior Management Team (SMT) has a standing item on the SMT agenda where departmental Heads are required to flag any areas that may impact on our Conditions of Registration or constitute a Reportable Event (i.e an event that we are required to report to the OfS),
- Our Audit Committee (that comprises four non-executive directors) reports directly to the Board of Directors. The Audit Committee oversees compliance with the OfS Conditions of Registration. It has the power to require the attendance of any executive director, member of staff and/or external academic advisor of the Academic Committee at any of its meetings.

- Some of the OfS Conditions of Registration are separately included in the Corporate Risk Register. The Risk Register is reviewed every three months by the Senior Management Team, and the Board of Directors.
- We set annual Key Performance Indicators (KPIs) that are used as an ongoing indicator of whether a risk (that includes both academic and financial risks) might materialise or has realised. The KPIs are considered by the Senior Management Team, Academic Committee, and the Board of Directors.

2.2.3 If the risk occurs

If the OfS withdraws our registration:

- We will inform current and prospective students as soon as is practicable.
- We will seek a “Teach-out designation” for all our courses in order to ensure that all current students who are eligible for funding through the SLC can continue to receive SLC funding for the remainder of their course.

The possibility of the OfS withdrawing our registration and also refusing a “Teach-out designation” is low.

- In the unlikely event that the OfS refuses a “Teach-out designation”, we will support current students to transfer to another higher education provider by: (i) sourcing transfer arrangements with other higher education providers in London; and (ii) providing students with transcripts of study that include credit details.
- If a current student incurs additional costs because they have to transfer to another higher education provider, we will reimburse such additional (and reasonable) costs provided the student provides the necessary proof. Such additional (and reasonable) costs will include any increase to the student’s tuition fees and travel costs, and the loss of any bursary or scholarship.
- Prospective students who have applied to start a course will be informed that SLC funding will not be available (and, if applicable, student sponsorship will not be available to prospective international students; see **Section 2.3** below). In these circumstances, if the prospective student has accepted an offer to start a course, the prospective student will be entitled to cancel the contract within 14 calendar days of the date we inform the prospective student. If the prospective student cancels the contract, we will support the prospective student to secure a place at another higher education provider, including our awarding body.

2.3 Risk 3: Withdrawal of UKVI sponsorship licence

2.3.1 The risk

Our UK Visa and Immigration (UKVI) sponsorship licence allows us to recruit international students onto our courses.

If our sponsorship licence is withdrawn, we will not be able to recruit new international students, and any existing international students may be required to withdraw from the course (see **Section 2.3.3** below).

Our sponsorship licence will be withdrawn by the UKVI if the OfS withdraws our registration. This is covered at **Section 2.2** above.

Our sponsorship licence could also be withdrawn by the UKVI if we are in breach of UKVI regulations, policies and procedures.

The possibility of this risk occurring is low.

2.3.2 Measures taken to minimise the risk occurring

We take the following measures to minimise the possibility that our sponsorship licence will be withdrawn:

- We employ a Compliance Manager, who receives full training and development, to ensure full compliance with UKVI regulations, policies and procedures.
- Our Senior Management Team oversees compliance.
- We engage an external specialist to undertake periodic audits to ensure compliance.
- Breaches of UKVI policies and procedures is a risk that we monitor regularly through the Corporate Risk Register.
- Our Admissions Department deals with all applications. To avoid any conflict of interest, our Admissions Department is not involved in the recruitment of students and therefore does not have to satisfy any recruitment targets.
- We subscribe to the UKVI's Premium Service to ensure we receive a full immigration history for all prospective international students.
- We are approved by UKVI as a Student Sponsor with track record of compliance.

2.3.3 If the risk occurs

If our sponsorship licence is withdrawn:

- We will inform current and prospective international students as soon as is practicable.
- We will immediately work with the UKVI in order to allow current international students to complete their course.
- If the UKVI does not allow our current international students to complete their course, we will support them to transfer to another higher education provider by: (i) sourcing transfer arrangements with other higher education providers in London; and (ii) providing students with transcripts of study that include credit details.
- If a current international student incurs additional costs because they have to transfer to another higher education provider, we will reimburse such additional (and reasonable) costs provided the student provides the necessary proof. Such additional (and reasonable) costs will include any increase to the student's tuition fees and travel costs, and the loss of any bursary or scholarship.
- Prospective international students who have applied to start a course will be informed that sponsorship will not be available. In these circumstances, if the prospective student has accepted an offer to start a course, the prospective student will be entitled to cancel the contract within 14 calendar days of the date we inform the prospective student. If the prospective student cancels the contract, we will support the prospective student to secure a place at another higher education provider, including our awarding body.

2.4 Risk 4: Withdrawal of awarding body

2.4.1 The risk

In 2022 we partnered with Glyndŵr University. All our degrees will be awarded by Glyndŵr University for students who started in June 2022.

We will undergo an institutional re-approval event in four years, at which stage the University could decide to withdraw its approval to allow us to recruit new students. The University has limited contractual rights to withdraw its approval during the four-year period. If the University withdraws its approval, the University has to allow existing students to complete their course.

The possibility of this risk occurring is low.

2.4.2 Measures taken to minimise the risk occurring

We take the following measures to minimise the possibility that Glyndŵr University will withdraw its approval:

- We adhere to the awarding partner's annual programme monitoring which is a key process assuring that timely and appropriate action is being taken at a local level in order to maintain and enhance the standards and quality of the provision for which we are responsible.
- We invest in the professional and academic development of our staff through a generous individual CPD allowance, funding for research, and the provision of training and support through our Centre for Excellence in Teaching and Learning.
- We prepare for the Periodic Review and Approval processes through review of our original application and critical evaluation of: student feedback, external examiner comments, annual monitoring reports and action plans, statistics on recruitment, retention, achievement and employment destinations.

2.4.3 If the risk occurs

If Glyndŵr University withdraws its approval:

- We will inform current and prospective students as soon as is practicable.
- Our agreement with Glyndŵr University provides that all current students will be allowed to complete their course. This will constitute the withdrawal of a course and **Section 2.5** below will apply.
- We will seek an alternative awarding body. We reserve the right to change our awarding body six months prior to the course's start date. We will inform prospective students who have applied to start a course if we change our awarding body no later than six months prior to the course's start date. In these circumstances, if the prospective student has accepted an offer to start a course, the prospective student will be entitled to cancel the contract within 14 calendar days of the date we inform the prospective student of this change and we will refund all tuition fees paid. If the prospective student cancels the contract, we will support the prospective student to secure a place at another higher education provider.
- If we are unable to source an alternative awarding body, prospective students who have applied to start a course will be informed that Glyndŵr University has withdrawn its approval. In these circumstances, if the prospective student has accepted an offer to start a course, the prospective student will be entitled to cancel the contract within 14 calendar days of the date we inform the prospective student. If the prospective student cancels the contract, we will support the prospective student to secure a place at another higher education provider.

2.5 Risk 5: Withdrawal or suspension of a course

2.5.1 The risk

We may decide to withdraw or suspend a course.

For example, we may make a strategic decision to withdraw a course for academic reasons, in response to student feedback and/or because the course is not financially viable because of low student numbers.

Alternatively, we may decide to suspend recruitment to a course for a specified period of time. The course could be reinstated during the period of suspension or withdrawn at the end of the period of suspension. Current students on the course would not be affected.

The possibility of this risk occurring is moderate.

2.5.2 Measures taken to minimise the risk occurring

There are no measures we can take to minimise the possibility that that we will withdraw or suspend a course, because as stated above this is part of our strategic decision-making process.

2.5.3 If the risk occurs

If we decide to withdraw or suspend a course:

- We will inform current and prospective students as soon as is practicable.
- We will always seek to teach-out the course so that current students are not impacted.
- A decision to withdraw a course must be approved by our Academic Committee. Students are represented on the Academic Committee. The Academic Committee will also approve and monitor the implementation of a teach-out plan. The teach-out plan will provide all students who are enrolled on the course with the opportunity to complete the course. The teach-out plan will ensure ongoing adherence to high-quality academic standards and a high-quality student experience.
- In the very unlikely event that we decide not to teach-out the withdrawn course, we will support current students to transfer to another higher education provider by: (i) sourcing transfer arrangements with other higher education providers in London; and (ii) providing students with transcripts of study that include credit details.
- If a current student incurs additional costs because they have to transfer to another higher education provider, we will reimburse such additional (and reasonable) costs provided the student provides the necessary proof. Such additional (and reasonable) costs will include any increase to the student's tuition fees and travel costs, and the loss of any bursary or scholarship.
- A decision to suspend a course must be approved by our Academic Committee. Current students on the course will not be affected.
- Prospective students who have applied to start a course will be informed if the course is withdrawn or suspended no later than three months prior to the course's start date. In these circumstances, we will refund all tuition fees paid. Where possible we will make the prospective student an offer for an alternative course and we will support the prospective student to secure a place at another higher education provider, including our awarding body.

2.6 Risk 6: Significant changes to a course

2.6.1 The risk

Our ongoing commitment to provide high-quality courses and a high-quality student experience will mean that from time to time changes will be made to a course.

We may make significant changes to a course. Significant changes include: introduction of a new module; discontinuing a current module; and changes to the assessment strategy for a module (e.g. changes to the type of assessment).

The possibility of this risk occurring is moderate.

Note: With regards to course content, each course is made up of compulsory and optional modules. When we advertise a course, at the date of publication we list all optional modules that we intend to deliver, alongside a disclaimer that an optional module will only be delivered if there is sufficient student demand and we have the necessary staff expertise to deliver the module. If an optional module cannot be delivered, a student can complete an Independent Learning Module and base their study around the content of the optional module. We provide one-to-one academic support to enable the student to complete such a module.

2.6.2 Measures taken to minimise the risk occurring

There are no measures we can take to minimise the possibility that that we will make a significant change to a course, because as stated above this is part of our ongoing commitment to provide high-quality courses and a high-quality student experience.

2.6.3 If the risk occurs

If we make a significant change to a course:

- A significant change to a course must have been approved at least six months prior to the start of the next academic year.
- A significant change to a course can only be introduced at the start of the subsequent academic year.
- Prior to seeking approval for a significant change to a course, we will consult with current students on the course. The outcome of this consultation will be considered during the process for approving the change. We will also involve external stakeholders, such as applicants, employers, external examiners and any relevant Professional, Statutory and Regulatory Bodies (PSRBs).
- In accordance with our Curriculum Modification Procedures (available at: www.bil.ac.uk/gem/policies/) a significant change to a course needs the approval of various committees, all of which include student representation. The change also requires the approval of our awarding body.
- Any significant change to a course will be communicated to all affected current students as soon as it has been approved.
- Any significant change to a course will be communicated to all prospective students who have applied to start the course no later than six months prior to the course's start date.
- If a prospective student has accepted an offer to start a course that is subject to a significant change, the prospective student will be entitled to cancel the contract within 14 calendar days of the date they are informed of the change and we will refund all tuition fees paid.
- If a prospective student cancels the contract, where possible we will make them an offer for an alternative course and we will support the prospective student to secure a place at another higher education provider, including our awarding body.

2.7 Risk 7: Loss of key staff

2.7.1 The risk

There is a risk that we could lose key academic and/or professional services staff, and that this could impact on the student experience.

The possibility of this risk occurring is low.

2.7.2 Measures taken to minimise the risk occurring

We take the following measures to minimise the possibility that we will lose key staff:

- We are a values-driven company, with a clear purpose and values, and a positive corporate culture, with policies to match.
- We support our staff to reach their full potential, and we invest in their continuing professional and personal development.
- We provide our staff with a high-quality working environment, good terms of employment and competitive rates of pay (we have been accredited as a Living Wage Employer since 2016).

2.7.3 If the risk occurs

- We will seek to fill any vacant position as quickly as possible, minimising any disruption to current students and/or prospective students. This could be done by either appointing staff internally, hiring temporary staff and/or appointing new permanent staff.
- We have sufficient experienced academic and professional services staff to be able to provide temporary cover.
- In the unlikely event that any classes have to be cancelled, they will be rescheduled in order to ensure that current students are not disadvantaged.

2.8 Risk 8: Industrial action

2.8.1 The risk

The possibility that staff will take industrial action is low.

2.8.2 Measures taken to minimise the risk occurring

We take the following measures to minimise the possibility that our staff will take industrial action:

- We are a values-driven company, with a clear purpose and values, and a positive corporate culture, with policies to match.
- We support our staff to reach their full potential, and we invest in their continuing professional and personal development.
- We provide our staff with a high-quality working environment, good terms of employment and competitive rates of pay (we have been accredited as a Living Wage Employer since 2016).

Elected staff representatives attend meetings of the Board of Directors.

2.8.3 If the risk occurs

If our staff take industrial action:

- We will ensure that normal operations and services are maintained wherever possible.
- We will take all reasonable steps to fulfil our responsibility to students to ensure that such disruption is minimised, and that any cancelled classes or examinations are rescheduled in order to ensure affected students are not disadvantaged.

2.9 Risk 9: Disruption caused by unforeseen circumstances

2.9.1 The risk

As was demonstrated in 2020 by the COVID-19 pandemic, unforeseen circumstances can cause disruption to current students and/or to prospective students.

The COVID-19 pandemic resulted in a lockdown throughout the UK and all higher education institutions had to close their campuses. However, we successfully transferred our provision online.

The possibility of future disruption caused by unforeseen circumstances is moderate to low.

2.9.2 Measures taken to minimise the risk occurring

There are no measures we can take to minimise the possibility that unforeseen circumstances will cause disruption. It is how we respond to the risk occurring that is of critical importance.

2.9.3 If the risk occurs

If unforeseen circumstances cause disruption, where applicable:

- We will inform current and prospective students as soon as is practicable.
- A Crisis Management Team will take ownership and control of the situation.
- We will follow any external guidance issued by, for example, any Government Departments, Her Majesty's Revenue and Customs, the Office for Students (and its designated bodies), the Office of the Independent Adjudicator for Higher Education, the Student Loans Company and Advance HE.
- We are fully equipped to deliver scheduled classes online through our Virtual Learning Environment (all sessions being delivered live as per the student timetable).
- Students will be provided with access to laptops (some of which have disability accessible software) and mobile internet. From October 2022 all students receive a free laptop on enrolment. Staff are able to work remotely and access all systems.
- Students will continue to have access to course materials through the Virtual Learning Environment and to the online library.
- Students will be able to submit queries through the online Student Self-service Portal.
- Students will be able to telephone reception during office hours (reception being manned remotely if the campus is closed).

- Campus-based assessments will be replaced by alternative assessments, subject to the approval of our awarding body and any Professional, Statutory and Regulatory Body (PSRB).
- Advice and additional support will be provided through the website, Bloomsbury Radio broadcasts, and weekly student communications from the Principal and Chief Executive Officer.
- Prospective students will have the option of deferring their start date.

2.10 Risk 10: Withdrawal of Birkbeck College facilities

2.10.1 The risk

We are situated in Bloomsbury, London.

We have our own buildings that are used for staff offices, reception service, academic and pastoral student support, extra-curricular activities, and the Student Guild.

Teaching for all our courses is currently delivered in our own premises and those of Birkbeck College, University of London.

We have a rolling four-year agreement with Birkbeck College, which means that Birkbeck College has to provide four years' notice to withdraw from the agreement.

We have a strong relationship with Birkbeck College and the possibility of this risk occurring is low.

The risk of Birkbeck College being forced to close down, and not being able to provide us with the four years' notice, is also low.

2.10.2 Measures taken to minimise the risk occurring

There are no measures we can take to minimise the possibility that Birkbeck College will withdraw its facilities. It is how we respond to the risk occurring that is of critical importance.

2.10.3 If the risk occurs

If Birkbeck College withdraws its facilities:

- Birkbeck College has to provide four years' notice to terminate the agreement which will provide us with sufficient time to secure alternative premises.
- Current students will be able to complete their course at our existing Bloomsbury campus.
- We will inform prospective students during the recruitment process about: (i) the future withdrawal of Birkbeck College's facilities; and (ii) a potential change of location in the future.
- If a student incurs additional travel costs due to any change of location, we will reimburse such additional travel costs provided the student supplies the necessary proof.
- If Birkbeck College is forced to close down and is unable to provide us with four years' notice to terminate the agreement, we will secure alternative premises but this could result in a change of location:
 - Current students will be informed as soon as is practicable.

- If we secure alternative premises in a different location and a current student incurs additional travel costs due to this change of location, we will reimburse such additional travel costs provided the student supplies the necessary proof.
- We will inform prospective students during the recruitment process about: (i) the withdrawal of Birkbeck College's facilities; and (ii) a potential change of location. In these circumstances, if the prospective student has accepted an offer to start a course, the prospective student will be entitled to cancel the contract within 14 calendar days of the date we inform the prospective student. If the prospective student cancels the contract, we will support the prospective student to secure a place at another higher education provider, including our awarding body.

3. How to claim a tuition fee refund or payment of compensation

We have secured a substantial long-term convertible loan from our parent company, Goldwait Limited, to ensure we can absorb any deficit, and also to cover any tuition fee refunds and payment of compensation that may become due under this Plan or under our Terms and Conditions.

Any tuition fee refunds and payment of compensation that become due under this Plan do not affect: (i) any rights under the Terms and Conditions (available at: www.bil.ac.uk/qem/policies/); and (ii) any other legal rights.

A claim for a tuition fee refund and/or the payment of compensation can be made by email to financequeries@bil.ac.uk.

A claim for the payment of compensation can include the costs of any bursary that we have awarded to the student, if the student loses entitlement to the bursary because of the interruption to their continuation of study.

If we accept a student's claim for a tuition fee refund, the refund will be paid to:

- The SLC, if the student's tuition fees have been paid by the SLC.
- The student, if the student's tuition fees have been paid by the student.
- The student's sponsor, if the student's tuition fees have been paid by the student's sponsor.

If we accept a student's claim for the payment of compensation, the payment will be made directly to the student.

4. Communicating the Student Protection Plan to students and staff

We communicate the Student Protection Plan to current and prospective students as follows:

- The Plan is made available on our website at:
www.bil.ac.uk/qem/policies/
- The Student Handbook refers students to the Plan.
- When a prospective student is made an offer of a place (whether through UCAS or directly), the offer letter includes a link to the Plan and our Terms and Conditions.
- During enrolment, the student is required to confirm that they have received the Plan and they accept the Terms and Conditions.

We communicate the Student Protection Plan to staff as follows:

The Plan is uploaded to our online HR System as a document that all staff are required to read.

5. Complaints

If a current student is not satisfied with how we have applied the Student Protection Plan, a complaint can be made under our Student Complaints Policy and Procedures (available at: www.bil.ac.uk/gem/policies/).

A complaint can also be made by a current student who is not satisfied with how a claim for a tuition fee refund or payment of compensation has been dealt with under **Section 3** above.

Once a student has been through all stages of our Student Complaints Policy and Procedures, if the student is not satisfied with the outcome, the student can make a complaint to the Office of the Independent Adjudicator (<https://www.oiahe.org.uk/>).

If a prospective student is not content with how we have applied the Student Protection Plan, a complaint/appeal can be made under our Admissions Policy (available at: www.bil.ac.uk/gem/policies/).

6. Related regulations, policies and procedures

The following regulations, policies and procedures (available at: www.bil.ac.uk/gem/policies/) are related to this Plan:

- Admissions Policy
- Course Approval, Withdrawal and Suspension Procedures
- Curriculum Modification Procedures
- Student Complaints Policy and Procedures
- Terms and Conditions

7. Review

This document is reviewed annually by Bloomsbury Institute's Senior Management Team (SMT), who will consult current students prior to the review. Any amendments require the approval of the Board of Directors.