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Corndel College
London

STUDENT PROTECTION PLAN

May 2023

Corndel Education Ltd

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1. Introduction

1.1. Corndel Education Limited has developed this Student Protection Plan with reference to the Office for Students' Regulatory Framework for Higher Education in England. It should be considered in conjunction with our wider regulation and policy framework, and in particular the:

- i. Terms and Conditions;
- ii. Refund and Compensation Policy;
- iii. Complaints and Appeals Policy and associated procedures.

2. What is a Student Protection Plan and what is its purpose?

2.1. A Student Protection Plan is a regulatory requirement of the Office for Students (OfS) for all English institutions that wish to be approved to offer higher education. We also recognise it as a key aspect of our duty to you our students that we plan for reasonably foreseeable events that might adversely affect the delivery of your programme and the continuity of your studies.

2.2. Its purpose is to ensure that, as far as possible, any risk to Corndel Education Ltd itself and its ability to fulfil its contract with students and applicants is identified and addressed to reduce the likelihood of it happening.

2.3. This Plan sets out the risks that Corndel Education Ltd has identified that might reasonably affect the delivery of parts or all of our provision. It then looks at:

- i. the likelihood of those risks occurring;
- ii. their likely impact on applicants, offer holders and students continuity of study;
- iii. existing controls in place to minimise the risk happening;
- iv. what action we take to protect your learning experience;
- v. the approach to compensation should an adverse event take place.

2.4. The Plan is tailored to our circumstances and, as far as possible, takes account of the context in which our students will study. The risks identified in this plan take specific account of the following aspects of Corndel Education Ltd's business plan and current circumstances:

- i. Corndel Education Ltd is a new provider of higher education seeking registration with the Office for Students in the *Approved (fee cap)* category;
- ii. we expect to operate degree apprenticeships and post-graduate programmes in the 2023/2024 academic year;
- iii. we are planning to apply for New Degree Awarding Powers (NDAP) in 2023;
- iv. that, depending on the timelines and progress of our application for NDAPs, the programmes we offer may need to be supported by a validation agreement with an existing established provider with full degree awarding powers;

2.5. This Plan, together with our Refund and Compensation Policy, is part of the protections offered to you in the Terms and Conditions that you sign when you accept an offer of a place on a programme with us.

3. How are the risks identified and ranked?

3.1. This Plan addresses a range of risks, including those that have been identified by the Office for Students which are relevant to all higher education providers on its register, as well as some that are tailored to the context of the Corndel Education Ltd e.g., our relationships with employers and other partners.

3.2. These risks are then ranked in two ways:

- i. how likely is it that the events that the risk identifies will occur; and
- ii. If they do occur, how great will the impact be on applicants, offer holders and students' continuity of study.

3.3. We have identified the following risks relevant to our context as a new and developing higher education provider. They are considered in detail in sections 7, 8, 9 and 10.

3.4. Risks relating to the viability and sustainability of Corndel Education Limited (section 7)

- i. Corndel Education Ltd becomes financially insolvent;
- ii. Corndel Education Ltd is de-registered by a relevant authority.

3.5. Risks relating to the continuity of the applicant/student experience (section 8)

- i. insufficient numbers to run a cohort;
- ii. changes to courses;
- iii. discontinuation of courses;
- iv. availability of facilities;
- v. changes to staffing;
- vi. re-emergence of pandemic conditions;

3.6. Risks relating to validation (section 9)

- i. inability to secure validation;
- ii. a validation agreement ends.

3.7. Risks relating to our planned application for new degree awarding powers (section 10)

- i. unable to secure new degree awarding powers;
- ii. new degree awarding powers granted are subsequently revoked.

4. How do we reduce the risks?

4.1. For each risk that we identify we also set out the action that is either already in place or would be taken if the risk were to occur. This is called mitigation and reduces the impact of the risk event on our operations and the delivery of our programmes.

4.2. Mitigation is part of a wider operational strategy that plans for risk and seeks to put measures in place quickly to negate the impact of the risk. For example, this ranges from having additional staff available if a staff member is ill and cannot deliver a class, to having designated individuals to address serious events.

4.3. Risk is monitored throughout the governance structure. For example, the Institutional Risk Register is maintained and reviewed by the Board of Governors and in particular our Audit and Risk Committee. Academic risks are also reviewed by the Academic Board. Specific risks are delegated to other committees, and members of staff to ensure there is appropriate oversight, monitoring and early reporting on changes in risk and the need for mitigation.

4.4. The more likely we consider a risk to occur, the more detailed our existing activity and plans will be for its mitigation.

5. What do we do if something does happen which could impact the continuity of your study?

5.1. Should an event take place that is likely to have a significant impact on the continuation or coherence of your studies we will use multiple ways of getting in contact with you as early as we can. We will explain the situation, its impact on you and provide advice and guidance on the options open to you. Advice and support will be tailored to the individual circumstances of each student, however where possible, we will seek to address the concerns and needs of the student body or programme cohort. It is your responsibility to check for and respond to our communications as necessary.

5.2. In determining the mitigation we would seek to identify the impact that the event has had on the experience of our students, applicants and offer holders how it has affected their opportunities and the costs incurred. In extreme cases, this may mean offering the opportunity to do other modules or programmes at no additional cost, transferring students to other institutions offering similar programmes, repaying fees and/or paying expenses incurred because of transfer to another institution or delay in completion of the delivery of the programme. Further information about this is in our refund and compensation policy.

6. How will we communicate the Plan to you and what input will you have into it?

6.1. Following approval by the Office for Students, this Student Protection Plan will be published on our website and it is also referenced within the Terms and Conditions and other relevant policies.

6.2. The Plan will be monitored by the Senior Leadership Team as part of the risk assessment processes. The Plan will be reviewed formally at least annually by the Academic Board and the Board of Governors. The review will include involvement from the student body through the student representative structure once we register students.

If you have any comments or queries about the Plan, please contact the Academic Registrar in the first instance via registry@corndelcollegelondon.com.

7. Risks relating to the viability and sustainability of Corndel Education Limited

This section considers risks that might impact the ongoing viability of Corndel Education Ltd as a business and therefore carry out all of its activities.

7.1. Corndel Education Ltd becomes financially insolvent

- 7.1.1. The risk that we would become financially insolvent and be unable to trade is considered **low** although we recognise the impact on students could potentially be **high**, we believe the impact would be **medium**.
- 7.1.2. Corndel Education Limited has substantial financial backing from its owners (THI Limited) and carries out robust and conservative financial modelling and business planning. To be registered with the Office for Students, Corndel Education Ltd will have passed financial viability and sustainability tests.
- 7.1.3. Were this risk to occur we may receive, and be required to implement, specific student protection direction(s) by the Office for Students. In the event, our sister company, Corndel Limited, has provided a legally binding guarantee to support the teach out of students. (Teach out means that no further students are registered, and existing students are supported to complete their programme.)
- 7.1.4. The size of the financial guarantee increases as our business grows with it extending to £5 million by the year 2027. The provisions of the guarantee also allow it to be used to support another provider to complete the teach-out of student courses.
- 7.1.5. As a result of the financial guarantee, we are confident that all registered students will have the ability to complete their programme.
- 7.1.6. For offer holders/applicants, we will endeavour to contact you to inform you about the event. Where we have issued you with a student offer letter our insolvency is likely to result in the offer becoming null and void. Where possible we will support you to withdraw your application and provide, or signpost, information advice and guidance on identifying alternative study options. Offer holders may also be able to make use of refund and compensation policy. This may refund any reasonable up-front costs that you have incurred to join the programme at the originally planned start date (e.g. an application or acceptance fee or a fee deposit)
- 7.1.7. **Note:** under the terms of the refund and compensation policy you are responsible for ensuring you do not incur further costs after we have notified you.

7.2. Corndel Education Ltd is de-registered by a relevant authority

- 7.2.1. The risk that we would be de-registered by a relevant authority, e.g. the Office for Students or the Education and Skills Funding Agency (ESFA), is considered **low**. Although we recognise the impact on students could potentially be high, we believe the impact would be **medium**.
- 7.2.2. The Impact of de-registration would be to prevent us from receiving any further public funding (e.g. student tuition fee loan or apprenticeship levy funding).
- 7.2.3. As with the previous risk, we may receive and be required to implement specific student protection direction(s) by the Office for Students. We would anticipate that any revocation of regulatory registration would be phased in by the regulator. Were this to not be acceptable

to the regulator we would work with our current or previous validating partner (where applicable) to discuss the transfer of students to awards validated, or run, by them.

- 7.2.4. Corndel Education Limited has appointed qualified staff with experience working within the relevant regulatory frameworks and has designed governance processes to align with the expectations of the regulators. The governance is overseen by a Board of Governors which includes highly experienced independent non-executive directors, this includes the Chair.
- 7.2.5. We also use existing expertise within the group to support ESFA and Ofsted compliance, and in both areas, we have a strong track record of delivering positive regulatory outcomes.
- 7.2.6. Together this means that we are highly likely to have advance sight of, and be able to report and correct, any regulatory matters in advance of them becoming business critical.
- 7.2.7. In the event, our sister company, Corndel Limited, has provided a legally binding guarantee to support the teach out of students. Teach out means that, subject to regulatory agreement, no further students would be registered and existing students are supported to complete their programme.
- 7.2.8. The size of the financial guarantee increases as our business grows with it extending to £5 million by the year 2027. The provisions of the guarantee also allow it to be used to support another provider to complete the teach-out of student courses.

8. Risks relating to the continuity of the applicant/student experience.

This section considers risks to the continuity and quality of your student experience, as communicated to you as part of your student offer letter and as agreed to when you registered to become a student.

8.1. Insufficient numbers to run a cohort

- 8.1.1. The risk that Corndel Education Ltd may not have sufficient numbers to run a cohort is considered to be **medium** but the impact is **low**.
- 8.1.2. We are set up to bring employment and education closer together; as a result, we design our programmes to have multiple intakes across the year. Each intake must have a reasonable number of students enrolled to support a high-quality student experience (for example having a diverse range of opinions within a workshop), but also to ensure overall financial sustainability.
- 8.1.3. It is possible that we may not have enough students to operate a particular intake and our terms and conditions allow us to not run an intake where this happens. This may arise where, for example, an employer asks us to delay or bring forwards an apprenticeship start date.
- 8.1.4. We seek to mitigate this happening, or the impact if it does, in several different ways, including:
 - i. As an online provider, our learning materials are built in advance and our coaching model to delivery means that we can operate sustainably with lower student numbers on each intake than traditional providers. Subject to having enough students to support a high-quality experience, this allows courses to run with a lower initial number of students mitigating the likelihood that we will need to defer your studies.
 - ii. Some of our courses may be structured using a carousel model curricular design which means that during your studies you will sync up on some modules with students

already on the programme. Again, this allows courses to run with a lower initial number of students mitigating the likelihood that we will need to defer your studies.

iii. We run multiple intakes which means that, if necessary, we would defer your entry to the next intake, which would usually be within 3-6 months (depending on the time of year and programme) of your originally planned start date. This mitigates the impact of any deferral on your plans by limiting the amount of time that you would have to wait to join the next cohort.

8.1.5. If we defer your entry to one of our courses and, as a result it no longer reasonably meets your needs, you may make use of the refund and compensation policy. This would refund any reasonable up-front costs that you have incurred to join the programme at the originally planned start date (e.g. an application or acceptance fee or a fee deposit). This mitigates the impact on you by ensuring you do not incur costs for a programme that is no longer appropriate for you.

8.1.6. **Note:** under the terms of the refund and compensation policy you are responsible for ensuring you do not incur further costs after we have notified you of the change to the start date.

8.2. Changes to courses

8.2.1. The risk that your programme will change after you have accepted an offer, or commenced your studies is considered **high** with a **low** impact.

8.2.2. Corndel Education Ltd's mission is to bring employment and education closer together and we strive to keep our courses up to date through a process of continuous improvement. This means we are always looking for, and discussing, ways to improve the student experience and outcomes for our students and our stakeholders (e.g. sponsoring employers).

8.2.3. In most cases the changes we make will be minor and simply nuance the way we deliver the programme: we receive feedback from students and our external examiners as well as conducting analysis of student performance: we call this enhancement. We might for example change an individual assessment; e.g. the question, the type, or weighting, or we might change the delivery order of the modules (but not the modules themselves) at a particular level or change the reading lists. Where we do this often it will follow discussion with students and we will let you know what we are changing. Our terms and conditions allow us to make these non-material changes.

8.2.4. There may be times when we need, or wish, to make a material change to your programme. Our terms and conditions fully describe what constitutes a material change, but in summary, it is a change to the information we give to you when we make you an offer of a place on your Programme and includes, among other things: the Programme title and award, any awarding body (e.g. Poppleton University); tuition fees and necessary additional costs; entry requirements; Programme learning outcomes; any professional, statutory or regulatory body (PSRB) accreditation(s) associated with the Programme; compulsory and likely optional modules that make up your Programme; modes and methods of study (e.g. Part time/full time, online); expected duration; location or possible locations of delivery, the types of assessment used on the Programme.

8.2.5. We have defined governance processes and policies for the amendment of courses which set out what must happen for different types of changes to be made. This ensures that changes are appropriately considered by the academic community and senior staff before they happen.

8.2.6. **In most cases we expect any material changes will be *taught in*.** This means that we will make a material change for the next cohort of students to be admitted rather than change the Programme for students already enrolled.

8.2.7. If we want or need to change material aspects of your Programme the following will apply:

8.2.7.1. Prospective applicants

We will update the published information about our Programme when we approve any material changes. The website is always the most up-to-date source of information about our programmes.

8.2.7.2. Applicants and offer holders

- i. We will contact you to inform you about the changes and why we have made them following their approval – where possible this will usually be a conversation. Following the conversation, and, where we have issued you with a student offer letter you will receive an updated version with the revised information. If we have not issued a student offer letter and we choose to make you an offer of study, we will issue one with the updated programme details.
- ii. If you are happy with the changes, you do not need to do anything, and your application/enrolment journey will continue as normal. When you register as a student you will register on the updated version of the programme.
- iii. If you are not happy with the change: we will work with you to find an alternative solution. If we cannot offer you an alternative solution and you reasonably believe that because of the material changes we are making that the programme will no longer be suitable for your needs we will:
 - a) Support you to withdraw your application;
 - b) support you to Identify alternatives with us or other providers;
 - c) give you information on our refunds and compensation policy and how to make a claim, if you are an offer holder;
 - d) consider your claim objectively and put into place a compensation plan relevant to your circumstances. This would refund any reasonable up-front costs that you have incurred to join the programme (e.g. an application or acceptance fee or a fee deposit). This mitigates the impact on you by ensuring you do not incur costs for a programme that is no longer appropriate for your needs.
- iv. **Note:** under the terms of the refund and compensation policy you are responsible for ensuring you do not incur further costs after we have notified you of the change to your programme.

8.2.7.3. Students

- i. We will not usually implement material changes for students and will instead aim to include them for the next student cohort. However, there may be circumstances where:
 - a) we think it would be beneficial for your student experience or graduate outcomes to consult with you about making a change;
 - b) we are required to make a change because of legislation, regulation, or accreditation.
- ii. Where the change is at our instigation because we think it would be beneficial to your student experience/outcomes we will consult with you on the changes. We will:
 - a) explain the changes we wish to make and why and answer any questions you may have;

- b) seek your formal and written approval to make the change. You are under no obligation to agree to the change;
- c) Evaluate the outcome of the consultation and the proportion of students agreeing to the change after which we may:
 - Make the change for students that formally agreed to the change – this means that the cohort would split with some students continuing on the original award and some studying the changed version.
 - Decide not to implement the change for existing students regardless of whether they agreed we could make the change or not.
 - Make the change for all students – this means we decide to implement the change for all students even where some have not agreed to the change. If as a result of this, you feel the programme no longer reasonably meets your requirements, we will:
 - Support you to find and move to an alternative programme with us or elsewhere.
 - provide information on our refunds and compensation policy and how to make a claim;
 - consider your claim objectively and put into place a compensation plan relevant to your circumstances. This may include, among other things, a refund of tuition fees or maintenance costs, the difference between fees and maintenance costs and other specific and evidenced costs specific to your participation in the programme up to the point of the change.

8.2.8. Where we are required to make a change because of legislation, regulation, or accreditation. We will:

- i. explain the changes we need to make and why and answer any questions you may have;
- ii. seek your formal and written approval to make the change. You are under no obligation to agree to the change;
- iii. make the change for all students – this means we decide to implement the change for all students even where some have not agreed. If you feel the programme no longer reasonably meets your requirements, we will:
 - a) support you to find and move to an alternative programme at with us or elsewhere;
 - b) provide information on our refunds and compensation policy and how to make a claim;
 - c) consider your claim objectively and put into place a compensation plan relevant to your circumstances. This may include, among other things, a refund of tuition fees or maintenance costs, the difference between fees and maintenance costs and other specific and evidenced costs specific to your participation in the programme up to the point of the change.

8.2.9. **Note:** in both cases, where you feel the programme no longer reasonably meets your needs, under the terms of the refund and compensation policy you are responsible for ensuring you do not incur further costs after we have notified you that we are making the change.

8.3. Discontinuation of Programme

- 8.3.1. We consider the likelihood that we will discontinue a programme to be **high** and the impact on prospective students, applicants, offer holders and students to be **low**.
- 8.3.2. There will be circumstances where we wish, or need, to discontinue a programme. This might be because of changing market, regulatory, or legislative conditions. It is standard practice for higher education providers to discontinue some programmes as they update their wider portfolio, and we will be no different.
- 8.3.3. A programme may only be discontinued following the approval of the Principal and CEO, usually after seeking advice, including on student protection matters, from Academic Board. We do not envisage a scenario where we will ever discontinue a programme with students on it as we have a legally binding guarantee to support the teach out of students. Teach out means that no further students would be registered, and existing students are supported to complete their programme. The size of the financial guarantee increases as our business grows with it extending to £5 million by the year 2027. The provisions of the guarantee also allow it to be used to support another provider to complete the teach-out of student courses.
- 8.3.4. While we understand that current students may be concerned by their programme closing to new applicants (see also changes to staffing, below), discontinuation mainly impacts prospective students, applicants and offer holders.
- 8.3.5. We will cease all advertising and promotion of discontinued programmes as soon as practically possible following the decision to close them. This mitigates the possibility that a prospective applicant factors a closed programme in their initial consideration.
- 8.3.6. We will speak to applicants and offer holders individually to inform them of our decision and we will:
- i. Support you to withdraw your application;
 - ii. Support you to Identify courses with us or other providers;
 - iii. give you information on our refunds and compensation policy and how to make a claim, if you are an offer holder;
 - iv. consider your claim objectively and put into place a compensation plan relevant to your circumstances. This would refund any reasonable up-front costs that you have incurred to join the programme (e.g. an application or acceptance fee or a fee deposit). This mitigates the impact on you by ensuring you do not incur costs for a programme that is no longer appropriate for your needs.
 - v. **Note:** under the terms of the refund and compensation policy you are responsible for ensuring you do not incur further costs after we have notified you of the change to the start date.

8.4. Availability of facilities

- 8.4.1. We consider the likelihood that our facilities will become unavailable to be **low** although we recognise that the impact may be **medium**.

- 8.4.2. We are an online provider, and we make use of software as service solutions (e.g. Office 365, Full Fabric, Aptem etc) which means that our systems have multiple and distributed data centres creating resilience to physical issues (e.g. power outages).
- 8.4.3. Our staff are also widely distributed meaning that we will usually be able to mitigate isolated connectivity issues (e.g. an ISP failing) by asking another member of staff to cover.
- 8.4.4. We also operate on the assumption that we will experience a cyber-attack and have in place the necessary protections and provisions to minimise its impact including comprehensive IT and data protection policies which staff are trained on, as well as disaster recovery and frequent back-ups of critical data.
- 8.4.5. We expect, and plan for minor disruption to our services via software updates. We will work with our suppliers and IT team to make these at less busy times and we will notify you in advance when we expect a system to be offline. In the event of prolonged issues (e.g. needing to roll back and update) we will evaluate the impact on students and, where necessary, make alternative arrangements (e.g. rescheduling teaching or putting back an assignment deadline).
- 8.4.6. Where we use external suppliers for services (e.g. an e-book provider) we manage these with legally binding contracts, and we conduct proportionate due diligence on our suppliers to ensure they have appropriate mitigation strategies for their business continuity.
- 8.4.7. In the event of a prolonged issue with a supplier, we would seek to make alternative arrangements both in terms of the supplier, the scheduling of our teaching, and but also how we ask you to engage with your programme: our priority would be to enable you to demonstrate attainment of learning outcomes consistent with sector recognised standards.

8.5. Changes to staffing

- 8.5.1. We consider there to be a **high** likelihood of there being staffing changes, but we consider the overall impact to be **low**.
- 8.5.2. As in any organisation, it will be common for members of staff to change roles and to leave for other organisations. As a result, we do not guarantee that you will be taught or allocated to, a particular member of staff.
- 8.5.3. Staffing changes can be both planned (e.g. when we know someone is changing roles) and unplanned (e.g. due to sickness). We manage staffing according to standard approaches to human resources, including using contractual notice periods and ensuring we have sufficient qualified staff to cover isolated absences/changes. We also have access to highly qualified staff employed by our sister company to help us cover absence; in the event of not being able to draw on the support of the Corndel Group, we would also use temporary contracts (at above market rates where necessary) to secure qualified staff to support students.
- 8.5.4. We also specifically recognise that where we have chosen to discontinue a programme (and do not replace it with another similar award) we may be more likely to lose staff in that subject area. We do not think the impact of this will be significant as we have access to highly qualified staff employed by our sister company; in the event of not being able to draw on the support of the Corndel Group we would also use temporary contracts (at above market rates where necessary) to secure qualified staff to support students on programmes being taught out and this will be part of our decision-making process.

- 8.5.5. If you are likely to be directly impacted by a change in the programme team (e.g. your PDE leaves) we will let you know and ensure you understand what will happen.

8.6. Re-emergence of pandemic-like conditions

- 8.6.1. We consider disruption to our operations because of pandemic-like conditions to be **low** with a **low** impact on students.
- 8.6.2. Subject to legislative, regulatory and health protection guidance, we do not anticipate our operations would be substantively impacted by a re-emergence of the conditions associated with the COVID-19 pandemic. Although we do recognise that this may mean we need to change staff running sessions and planned physical events (for example non-curricular Landmark Events) may need to be postponed. As an online provider with pre-built curriculum content, we are confident that we would be able to enable you to demonstrate you meet the learning outcomes of the course.
- 8.6.3. If you are an apprentice your studies may be more at risk because of changes your employer makes (e.g. your role changes or you are made redundant). Where possible we will work with your employer to prevent your studies being disrupted and, in line with our terms and conditions we will endeavour to support you to find an alternative role where necessary. The Education and Skills Funding Agency also usually make provision for students close to their endpoint assessment to be funded to completion. Our refund and compensation policy would not apply should you be unable to complete your course because of a change to your employment outside of our control.
- 8.6.4. Throughout any re-emergence of pandemic-like conditions we would communicate, and where feasible consult, with students on the impact and how we mitigate it.

9. Risks relating to validation

This section of the student protection plan considers the risks to a student or offer holder's continuity of study arising from any validation agreement entered into by Corndel Education Ltd. A validation is a contractual agreement where a higher education provider with degree awarding powers (awarding body) approves another organisation (in this case Corndel Education Ltd) to deliver programmes leading to its degrees, and they are ultimately responsible for the quality and standards of the awards. Which organisation is the awarding body is material to prospective applicants' decision-making and will be included in our published information about the programme.

9.1. Inability to secure validation

- 9.1.1. We consider the likelihood of Corndel Education Limited not securing an appropriate validation agreement **low** and the impact to be also **low**.
- 9.1.2. The Corndel Education Ltd team have a successful track record of working in partnership with other organisations to provide higher education programmes and our Programmes, regulations and policies are drafted in accordance with sector recognised standards. Where we are required to do so we will also adopt a partner's regulations and policies.
- 9.1.3. To mitigate the impact of this on prospective students and applicants and offer holders we will not advertise a programme until it has secured either an agreement in principle (or

equivalent) with an awarding body to work towards validating the programme or where validation has been secured.

- 9.1.4. Where we are working towards validation, the programme will clearly be identified as “subject to validation: programme details may change following approval process” within the published information so that prospective applicants know that what is being advertised has not been fully approved.
- 9.1.5. In the unlikely event that material change (including a change of the advertised awarding body or the breakdown of the validation process) occurs as part of the validation process, this will be handed in line with **Changes to Courses** above.

9.2. Validation agreement ends

- 9.2.1. As a contractual arrangement, there are two main ways a validation agreement would come to an end:
 - i. the contract reaches its defined end date and the parties choose not to extend it; and
 - ii. one party breaches the terms of the contract
- 9.2.2. We consider the likelihood that a validation agreement will reach its end date to be high and we plan for the continuity of students' studies as part of developing a validation agreement. We also plan to move away from using validation agreements as we apply for new degree awarding powers. As a result, we expect the impact to be low.
- 9.2.3. We mitigate the impact of a validation agreement ending by taking a strategic, partnership approach, and having sector standard provisions for the students enrolled under a validation agreement to be covered by that agreement, even past its end date.
- 9.2.4. We will protect prospective students and applicants and offer holders by not recruiting students to the programme(s) past the last intake agreed upon as part of the contract. Where the last intake date may become relevant to prospective student choice (i.e. it is within 6 months) we will communicate this clearly within our published information. Where appropriate we will cease to advertise the programme for intakes where there is no clarity on the awarding body and associated material information.
- 9.2.5. We consider the likelihood of the agreement being terminated because of a contractual breach to be low as we mitigate this risk through investing in experienced, suitably qualified staff and systems to assure quality and standards. Our staff, systems and processes are subject to the due diligence of an awarding body as part of the validation agreement and we may conduct our own due diligence. If we were notified by our awarding body that we had made an error or needed to change we will engage with them in good faith and in the spirit of partnership to resolve their concerns.

10. Risks relating to new degree awarding powers

This section relates to our plans to apply for new degree awarding powers in 2023 and how this might impact the continuity of your studies. If the Office for Students (OfS) granted Corndel Education Ltd new degree awarding powers, we would not need to work with an awarding body (e.g. through a validation agreement) on the programme(s) covered by the authorisation and would be wholly responsible for managing the quality and standards on the programme.

10.1. Unable to secure new degree awarding powers

- 10.1.1. We consider the likelihood of not receiving new degree awarding powers authorisation from the OfS to be **medium** but the impact on the continuity of study to be **low**.

- 10.1.2. The risk primarily affects prospective students and applicants and offer holders who may be expecting to study a programme awarded by us rather than another provider. We will protect them by not advertising a programme that details us as the awarding body until the relevant authorisations have been secured from the OfS. As a result, students can be confident that if we are advertising it with Corndel Education Ltd as the awarding body, the OfS has given us the appropriate authorisation.
- 10.1.3. We will likely use a validation agreement to allow us to offer programmes while the OfS considers our application for New Degree Awarding Powers. The awarding body (and associated material information) will be clearly stated within our published information and where we anticipate that we will change the awarding body of a programme (e.g. from a partner to Corndel Education Ltd) we will update our published information to reflect which intakes will run and with which awarding body, and we will do this in an appropriate timeframe for prospective students researching their choice.
- 10.1.4. We do not operate to a standard academic year. As a result, depending on the timing of any New Degree Awarding Powers authorisation that may be granted by the OfS we may make a change to our offer to applicants/offer holders to reflect that Corndel Education Ltd will become the awarding body. In such circumstances, we will follow the steps outlined for applicants and offer holders within the Changes to Courses section above.
- 10.1.5. Students enrolled on an award provided by another awarding body will not be required to change should Corndel Education Ltd subsequently receive New Degree Awarding Powers.

10.2. Degree awarding powers revoked

- 10.2.1. If Corndel Education Ltd is granted New Degree Awarding Powers we consider the likelihood of them being adversely varied or revoked to be **low** but we recognise that it would potentially have a **high** impact on students.
- 10.2.2. We have appointed qualified staff with experience working within the relevant regulatory frameworks and have designed governance and quality processes to align with the expectations of the regulator. Our governance is overseen by a Board of Governors which includes highly experienced independent non-executive directors, this includes the Chair.
- 10.2.3. This would have been subject to scrutiny as part of our registration with the Office for Students and will also be considered as part of the application process for new degree awarding powers. This ensures that at the point of a new degree awarding powers authorisation being made, we would be considered to have the appropriate capacity and capability to safeguard the quality and standards of awards covered by the authorisation.
- 10.2.4. Were this risk to occur we may receive, and be required to implement, specific student protection direction(s) by the Office for Students. We would anticipate that any revocation of New Degree Awarding Powers would be phased in by the Office for Students. Were this to not be acceptable to the OfS we would work with any previously established validating partner to discuss the transfer of students to awards validated, or run, by them. In this scenario, it may be necessary to pause students' learning while continuity plans are progressed with the regulator and other stakeholders.
- 10.2.5. During this process, we would:
- i. explain the changes we need to make and why and answer any questions you may have;

- ii. make the change(s) agreed with the regulator for all students. If you feel the programme no longer reasonably meets your requirements, we will:
 - a) support you to find and move to an alternative programme at with us or elsewhere;
 - b) provide information on our refunds and compensation policy and how to make a claim;
 - c) consider your claim objectively and put into place a compensation plan relevant to your circumstances. This may include, among other things, a refund of tuition fees or maintenance costs, the difference between fees and maintenance costs and other specific and evidenced costs specific to your participation in the programme up to the point of the change.

10.2.6. For prospective students, and as required by the regulatory framework, we would update our published information immediately following confirmation of the OfS's decision.

10.2.7. For applicants and offer holders, we will contact you to inform you about the changes and why we have made them. Where we have issued you with a student offer letter you will receive an updated version with the revised information, this may include us rescinding our previous offer. If we have not issued a student offer letter and we can make you an offer of study, we will issue one with the updated programme details.

10.2.8. If you are not happy with the change: we will work with you to find an alternative solution. If we cannot offer you an alternative solution and you reasonably believe that because of the change the offer will no longer be suitable for your needs we will:

- i. support you to withdraw your application;
- ii. support you to identify courses with us or other providers;
- iii. give you information on our refunds and compensation policy and how to make a claim, if you are an offer holder;
- iv. consider your claim objectively and put into place a compensation plan relevant to your circumstances. This would refund any reasonable up-front costs that you have incurred to join the programme (e.g. an application or acceptance fee or a fee deposit). This mitigates the impact on you by ensuring you do not incur costs for a programme that is no longer appropriate for your needs.

- v. **Note:** in both cases, where you feel the programme no longer reasonably meets your needs, under the terms of the refund and compensation policy you are responsible for ensuring you do not incur further costs after we have notified you that we have been required to make a change.

11. Review

11.1. The Student Protection Plan (SPP) is maintained by the Academic Registrar on behalf of the Academic Board and the Board of Governors. Queries on the SPP should be directed to the Academic Register at Registry@corndelcollegelondon.com

11.2. Academic Board and the Board of Governors will review the Student Protection Plan annually or sooner in the case of a request by the regulator or a substantive change to the portfolio of programmes or regulatory status. Any review will include involvement from the student body through their engagement within the Academic Governance structures, and where appropriate, wider consultation, once we register students.