

### Condition C3: Student protection plan for 2020/21

Provider's name: **King's College London**

Provider's UKPRN: **10003645**

**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 and the measures that you have put in place to mitigate those risks that you consider to be reasonably likely to crystallise**

King's has identified the following potential risks to the continuation of study for our students:

1. Closure of the College as a whole, either permanently or temporarily
2. Unplanned temporary closure of part of the College
3. Planned closure or restructuring of departments or faculties
4. Departure of key members of staff in highly specialist areas of provision.

Our assessment of the likelihood of these risks materialising over the life of this plan<sup>1</sup> and the measures we have put in place to address this are as follows:

- The risk that the College as a whole will not be able to deliver courses is very low. As described elsewhere in this application for registration, King's is a well-established, globally renowned institution and financially secure, with an annual income of £778 million, an annual surplus of £24 million and unrestricted reserves of £702 million (2016-17 accounts). Through our comprehensive system of financial and risk management and strategic planning, our governing body and senior management take responsibility for ensuring the long-term sustainability, viability and success of the institution.
- The risk that temporary closure of the College as a whole or in part will affect the continuation of study for King's students would be moderate but is addressed through our business continuity plans. King's has existing, and comprehensive business continuity plans to address the impact of a wide range of critical incidents and to ensure that it can continue to deliver its services to students throughout the period of business interruption. There are plans in place to ensure that all key services are maintained for all categories of students, including those with disabilities, international students, part-time students, on all courses. These plans are regularly reviewed, tested and updated. Based on these plans, we regard the risk of temporary closure affecting continuity of study and/or related services as low.
- There are no specific plans to close or restructure departments or faculties which would affect our ability to deliver our services to students over the life of this plan. However, we keep our portfolio of provision under constant review and may make decisions to close recruitment to courses where they are no longer relevant or viable. In addition, we have a small number of courses which, because of their highly specialist nature, are dependent on the availability of a small number of staff. Students are made aware of the possibility of courses closing in our King's **General Terms and Conditions for Students**. There is an established process for taking decisions to cease recruitment to courses, which recognises that existing students on an affected course must be taught out wherever possible and that arrangements

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<sup>1</sup> The lifespan of this plan is one academic session

must be made to guarantee the quality of experience for such students during the period of any teach out. The process includes consultation with students on the proposals and any alternatives at a formative stage of deliberations. These plans must be approved at Academic Board level, which ensures that the process has been properly followed and students' interests properly taken into account. Therefore, we regard the risk of students not being able to complete the courses on which they enrol as low.

- In the rare event that teach out is not possible, for example because key members of staff have left and cannot be replaced, affected students are offered the opportunity to transfer to suitable alternative courses at King's or at another institution. These alternatives are identified as part of the course closure process. Given that King's is based in London, there are many other institutions in close proximity to which students may transfer. We have existing systems for facilitating the transfer of credits and recognising academic progress already made. We have access to a wide network of similar institutions across the UK through our relationship with the University of London, our membership of the Russell Group and other subject and discipline-based networks if students wish to transfer to other courses at such institutions.

**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**

Our refund and compensation policy where we are not able to preserve continuation of studies is as follows:

**Refunds**

1. Where we are not able to teach out a course and, in our reasonable academic and professional judgment, there is no suitable alternative course at the College, students are given the option of ending their contract with us on two weeks' notice. In these circumstances, students will be refunded fees already paid to the College and will not be under any obligation to pay any further fees to us.
2. Where we are not able to teach out a course and, in our reasonable academic and professional judgment, we are able to deliver an appropriately modified version of the same course or there is a suitable alternative course at the College, but the student does not wish to transfer to that course, the student is given the option of ending the contract with the College. In those circumstances, the student is not under any obligation to pay any further fees to the College but is not entitled to any refund of fees already paid to us.
3. Tuition fees are refunded in the same way that they are received. Where fees are paid directly by students, they are refunded to the student. Where fees are paid by way of tuition fee loan from the Student Loans Company, they are refunded to the Student Loans Company. Where tuition fees are paid by a sponsor, they are refunded to the sponsor.

**Compensation**

4. In the circumstances described in paragraph 1 above, the College will also reimburse a student's reasonable maintenance and accommodation costs,

where these have been wasted costs as a result of the inability to teach out the course and/or offer a reasonable alternative course.

5. Where students are materially delayed in completing their courses because of an interruption to their studies within the scope of this plan<sup>2</sup> that is within the reasonable control of the College, will consider claims for other losses (e.g. lost time claims, or additional maintenance and accommodation costs) on a case-by case-basis.
6. Where students transfer to alternative courses at the College or where they are materially delayed in completing their existing course at King's through an interruption to their studies that is within the reasonable control of the College, we will ensure that any bursaries that were offered to students as a condition of offer are maintained throughout their studies.

As stated above, we have no plans that are likely to create a risk of non-continuation of studies for any duly enrolled student. For the very small number of students whom the College may not be able to teach out over the life of this plan, we target a minimum cash reserve of £120 million, which would be sufficient to provide appropriate refunds and compensation.

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

King's has a Relationship Agreement with our Students' Union, which sets out how we work together in a range of areas of importance to students and we are amending that to make express reference to a review of this plan. We will therefore review this plan with our Students' Union President or nominee(s) as part of our standing arrangements. We will ensure it is specifically reviewed with the Students' Union and updated should our assessment of risks change.

As stated above we will consult students as part of taking the decision to close courses, and we will then formally notify affected students of the decision at the earliest opportunity. We have existing avenues for students to be supported in deciding what the best course is for them through our network of advisors, the Students Union and King's Careers and Employability Service.

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<sup>2</sup> Advice provided in public fora by the OfS has indicated that institutional student protection plans are not intended to cover situations such as industrial action, where studies are disrupted but students are able to continue with self-guided activities and continue on the same course. This advice has informed the development of the King's Student Protection Plans which is limited to instances where students are prevented from being able to continue to study at all or need to move to a different course.