

# Student Protection Plan

**Provider's name:** The University of Sheffield

**Provider's UKPRN:** 10007157

**Legal address:** Western Bank, Sheffield, S10 2TN

**Last Revised & Updated:** Approved by the Office for Students and published in September 2021

## 1. Introduction: What this Student Protection Plan is for

- 1.1 This Student Protection Plan sets out the measures we have in place to protect our students in the event that a risk to the continuation of their studies should arise. The type of events or changes which might cause such a risk are detailed below.
- 1.2 The measures contained in this plan apply to all students studying for a formal qualification with the University of Sheffield. They are in addition to the protections students have under consumer protection law and do not impinge on their consumer rights.
- 1.3 The protections in this plan are similarly afforded to students registered at partner institutions overseas, studying for University of Sheffield degrees. They will, however, be enacted subject to the laws of those countries and managed within the parameters of the contractual arrangements that govern such partnerships.

## 2. Our commitments

We commit to:

- 2.1 Being open and transparent with students should any risk to the continuity of their programme of studies arise.
- 2.2 Taking reasonable steps to protect students' studies should we:
  - discontinue or suspend a programme of study;
  - close a department or discipline;
  - close a location where a programme is taught (e.g. a campus or a building where the impact exceeds what might constitute a reasonable timetable change);
  - be nearing the end of a collaborative contract with a partner institution;
  - be impacted by external incidents or factors outside of our control;
  - no longer be able to deliver material components of one or more programmes of study;
  - no longer be able to deliver a programme via one or more modes of study;
  - or should the University close altogether.
- 2.3 Consulting with students in a timely manner, and to the extent that is possible, in the event of any of the above and, in all cases, ensuring that students' views are taken into account in the way that we mitigate impacts.
- 2.4 Taking into consideration the needs of all our students, and the impact on them of any proposed changes and/or measures taken to mitigate the impact of such.
- 2.5 Informing the Office for Students of any emergent risks that may necessitate a review of

this Student Protection Plan or any of the measures contained within it.

### 3. Our assessment of risk

#### 3.1 Closure of The University

The risk that the University of Sheffield as a whole is unable to operate **is very low**, due to strong financial performance over time. This is reflected in our [financial statements](#); with reported total comprehensive income in excess of £200m, strong net cash inflows from operating activities of c.£100m, unrestricted reserves of over £1,000m, low bank borrowings, and net liquidity days consistently above the sector norm.

#### 3.2 Closure of the Location where a Programme is Taught

The risk of the University's main campus closing is deemed to be **very low**. The risk that we decide to close the location/building at which a programme is taught, and cannot find suitable premises nearby, **is very low**. The University estate includes 480,000sqm<sup>1</sup> of non-residential space and an additional 60,000sqm of residential space, putting in the top ten of university estates in the UK by size. In the event that space is rendered unusable for teaching we have robust business contingency plans in place to respond to incidents that may disrupt the campus and to mitigate the impact on student learning opportunities and/or the wider student experience.

#### 3.3 Closure of a Faculty Department or Discipline

From time to time the University may decide to close, merge or restructure academic departments and/or to withdraw from teaching certain disciplines for pedagogic or business reasons. However, these decisions have significant lead times, involve extensive consultation through formal and informal mechanisms, and the University has significant experience of managing changes of this type effectively. Therefore the risk of such a decision impacting on our ability to 'teach out' programmes effectively or without us having robust student support arrangements in place **is low**.

#### 3.4 Discontinuation or Suspension of a Programme

3.4.1 The risk that we withdraw an advertised programme, or discontinue a programme, due to insufficient enrolments **is low**, and the risk of doing so due to poor continuation **is very low**. We have one of the lowest non-continuation rates in the country and regularly review the portfolio of programmes we offer to ensure that these keep pace with student demand. We track student demand and may choose to close a programme to future cohorts where demand is declining or as part of a refresh of our wider portfolio. From time to time we may also decide to suspend recruitment to a programme for a fixed period. We have significant experience of managing changes of this type and of ensuring that such changes do not impact negatively on existing cohorts of students.

3.4.2 The risk that the qualification a student obtains is significantly different from that for which they enrolled **is very low** because of our approach to programme development, quality mechanisms, and our approach to managing course discontinuation (as outlined above). We retain the right to make minor adjustments and improvements to programmes and module content year on year, as part of quality enhancement and in response to student feedback, in a timely manner.

3.4.3 In the event that due to circumstances beyond the University's control it is necessary to make material changes, the University will do so in consultation with those students

---

<sup>1</sup> Gross Internal Area

affected and take all reasonable steps to keep such changes to a minimum. These changes in themselves do not automatically warrant the triggering of student protection measures.

3.4.4 The risk that we are unable to provide suitable supervision for a student studying for a doctorate **is low**. We have experience of managing changes to supervisory arrangements due to staff retirements or staff turnover. This has included transitioning to a new, suitably experienced, supervisor internally or, where this is not possible, establishing arrangements whereby pastoral support is provided by an internal supervisor and disciplinary support by an external supervisor.

3.4.5 The risk that we lose the right to provide a programme or qualification for which a student is registered **is low**. The high quality of our programmes, coupled with established relationships with relevant professional accrediting bodies across our provision mitigate this risk. For our apprenticeship provision, we have contracts in place that include clauses regarding discontinuation.

3.4.6 The risk that we are unable to support international students as a consequence of losing our tier 4 licence **is low**. We have consistently low visa refusal rates, specialist teams in place to ensure we understand and respond to UKVI requirements, and clear senior accountability and reporting lines in place within an established organisational governance structure.

### 3.5 *Ending of a collaborative contract with a partner institution*

The risk of students not being able to complete their programmes of study due to the relationship with an external partner ending **is low**. The arrangements for ending collaborative provision, either at the contract end date or earlier at the behest of one or both parties, are set out in a contract of law. We have experience of managing these types of changes and of supporting students during the teach out of programmes both on campus and at partner institutions.

### 3.6 *External incidents or factors outside of our control*

From time to time the University may be impacted by a major incident or force majeure that disrupts our ability to deliver learning activities for a period of time. The University has robust and regularly tested incident management arrangements and business continuity plans in place for dealing with these types of incidents at both departmental and institutional level. Therefore the risk of us being unable to manage these appropriately **is low**. The likelihood of such events being of a scale and sustained over such a period, that we could not provide the necessary mitigations for students to be able to continue and complete their programmes of study **is low**.

## 4. **Our approach to mitigating risk**

4.1 Through the assessment of risks, and evaluation of risk management and review processes, the University has not identified any risks that are likely to result in the closure of the institution, the campus, and/or our ability to support a diverse and viable portfolio of programmes.

4.2 The most likely risks relate to a decision to discontinue or suspend a programme of study. For this reason, this section focuses explicitly on the mitigating actions we may choose to take to

minimise any impact on our students should these situations arise.

4.3 Should the University choose to discontinue a programme of study, for pedagogic or business reasons, due to the ending of a contractual relationship with another organisation, or because of external factors that mean we can no longer deliver the programme, we will:

4.3.1 Consult with students in a timely manner, and to the extent that is possible, in all cases, ensuring that students' views are taken into account in informing actions we may take to mitigate potential impacts.

4.3.2 As a preferred option, teach out current students to ensure that their programmes of study can be completed within existing timeframes, as determined by programme and University regulations.

4.3.3 Explore alternative options, including but not limited to, offering students the option to transfer to an alternative programme of study within the University, or with an alternative provider where such a provider offers a comparable programme and teach out is not possible.

4.3.4 In exceptional cases, consider the ways in which the same content can be delivered, and learning outcomes achieved, via alternative methods of delivery in consultation with the student(s) impacted.

4.3.5 Recognise a student's right to withdraw from the University.

4.4 We have agreed with our Students' Union that students will have access to independent advice from the Students' Union, through the Student Advice Centre, should we need to implement the measures in this Student Protection Plan.

## **5. Complaints, compensation and refunds**

5.1 In the event that the University is unable to deliver a programme of study that a student has applied for, but not yet commenced, the University will return any funds paid in a timely manner.

5.2 In the event that a student is dissatisfied with the steps taken by the University to maintain their continuity of study, they may make a formal complaint against the University. Further information regarding the process for doing so, and related policies and procedures, can be found at: <https://www.sheffield.ac.uk/study/policies>

5.3 A student who has had a complaint upheld may also seek compensation from the University. Details can be found at:

The Student Financial Compensation Policy is available at:  
<https://www.sheffield.ac.uk/study/policies/compensation>

5.4 For completeness the University's Tuition Fee Refund Policy is available at:

<https://www.sheffield.ac.uk/study/policies/tuition-fee-refunds>

## **6. Our approach to communicating and engaging students with this Student Protection Plan**

- 6.1 This Student Protection Plan is available to all students via the University's student facing web pages and can be accessed via the *Rights and Responsibilities* tab on the Home Page. It is also referenced appropriately in our communications with students during the recruitment and admissions process.
- 6.2 In the event that there is a risk to continuity of study, affected students will be directed to this Student Protection Plan by the Director of Academic Programmes and Student Engagement (or delegate), normally via email and ideally with a minimum of 12 weeks notice where this is feasible.
- 6.3 Advice and support will be offered in the first instance by the Director of Academic Programmes and Student Engagement (or delegate). Additional, non-academic, advice and support is available from the Director of Student Support Services (or delegate).
- 6.4 Where students are studying for a University of Sheffield degree with another provider, either in the UK or abroad, communications regarding this Student Protection Plan, and/or the provision of academic and non academic advice and related support may, by agreement with the Executive Director for Academic Services, be delivered locally where this is deemed to be to the benefit to students.
- 6.5 This Student Protection Plan is reviewed regularly, and no less than biennially, by the University's Senate Learning & Teaching Committee which includes student representation.
- 6.6 With the exception of minor corrections (e.g. changes to titles, dates, figures, etc ) any amendments to this Student Protection Plan will involve our Students' Union and the Student Advice Centre, either through their membership and contributions to the Senate Learning and Teaching Committee and the Senate, or directly in the event of more substantive updates.

## **7. Views, concerns or feedback in relation to this plan**

Views, concerns or feedback in relation to this plan should be directed to the Executive Director of Academic Services via [SPP@sheffield.ac.uk](mailto:SPP@sheffield.ac.uk) in the first instance