

The Dartington Hall Trust
Dartington Learning Executive

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Approving Body	Dartington Hall Trust
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 Dartington Learning Executive is an activity of the Dartington Hall Trust, which is registered in England as a company limited by guarantee (Company no. 1485560) and a charity (Charity no. 279756) whose registered office is The Elmhirst Centre, Dartington Hall, Totnes, Devon TQ9 6EL. VAT no. 402196875.

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Student Protection Plan Part A

Student Protection Principles

Dartington Learning is committed to helping its students to achieve successful outcomes from their studies. However, there may be unforeseen circumstances, often outside Dartington Learning's control, which can result in changes having to be made to programmes of study and/or the modules that comprise them. This Student Protection Plan will be considered annually by the Board of the Dartington Hall Trust, of which Dartington Learning is an activity.

The Student Protection Plan will be made available to all students and prospective students via Dartington Learning website. The Head of Dartington Learning will be responsible for ensuring College staff members are aware of the Student Protection Plan and how it should be implemented

1.0 How this Plan has been developed

The existence of a Student Protection Plan is a requirement for registration with the UK Office for Students. Along with reference to statutory guidance, the Dartington Learning Student Protection Plan has been developed with the involvement of the institution's own experienced academic and administration staff, in consultation with Registry staff from Dartington Learning's current degree awarding body, The University of Plymouth, and with input from student representatives. The Plan, along with other contractual documents will appear as a standing item for discussion on the agenda for each Programme Committee that is convened during the autumn term. Where relevant, agreed changes will appear as 'actions' in the Dartington Learning Action Plan and lead to amendments to the Student Protection Plan, as appropriate.

2.0 How the Student Protection Plan affects you, as a student of Dartington Learning

The Dartington Learning Student Contract details the relationship between you and Dartington Learning, and explains Dartington Learning's responsibilities. The Contract also

outlines how programme changes beyond Dartington Learning's control will be managed. This document should be read in conjunction with the Dartington Learning Student Contract and Part B of the Student Protection Plan, which deals with compensation and refunds. Each of these documents will assume priority in its specific area, ie this Student Protection Plan (Part A) takes precedence in matters relating to ensuring continuity of study and protection of study provision.

3.0 Communicating the existence of this Plan

For current and future students, this Plan will be available on our website. It will also be referred to in undergraduate and postgraduate student handbooks and publicised each year during induction activities. Members of staff will also be made aware of the Plan and any annual or mid-cycle revisions that have been made to it, through staff briefings and internal communication. We will ensure that staff members are aware of the implications of the Plan in a range of contexts, such as programme redesign and succession planning.

4.0 Communication should this Student Protection Plan be implemented

4.1 Dartington Learning is committed to communicating any changes to you as promptly as possible, setting out clear information and options. Wherever circumstances dictate that the Dartington Learning Director of Learning Programmes makes the decision to implement any of the provisions in this Student protection Plan we undertake to advise you of this within a maximum of ten working days of this decision if you are likely to be affected in any way.

4.2 Notification will be through specially convened meetings for those affected, personal tutor communication systems, and the Dartington Learning Virtual Learning Environment, and will be accompanied with details of how to gain more detailed information and who to contact to discuss your individual circumstances and how to access specialist advice and support. At the same time, information will be circulated to personal tutors, student representatives, and all academic staff members will be briefed and provided with details that can be passed on. You will be informed of where specific concerns should be directed and where you can seek advice and assistance or convey your feedback. Where applicants of those holding offers are affected communication will be within the same timeframe using the preferred contact details you have supplied to Dartington Learning.

4.3 Affected students, both individually and collectively, will be encouraged to actively engage with discussions about implementation plans. Regular updates will be given via the most appropriate communication method, dependent upon the nature of the event and a named contact will be assigned. If the Student Protection Plan is implemented and you are unhappy with the actions that have been proposed you may voice your concerns either informally with your personal tutor or formally by lodging a complaint directly with the Director of Learning Programmes. Dartington Learning is a member of the Office of the Independent Adjudicator (OIA) scheme. Accordingly, students have the right to seek independent advice from the OIA with regard to the implementation of the Student Protection Plan.

4.4 We will take whatever steps we can to avoid implementing change during an academic year or making changes close to the start of an academic year but this may not always be possible.

4.5 Where evolving circumstances give rise to the possibility that an identified risk might crystallise and the terms of the Student Protection Plan may need to be implemented, the Dartington Learning Director of Learning Programmes will be charged with determining the point in time at which students who are likely to be affected need to be advised. Once this decision is made, we will undertake to inform those likely to be affected within ten working days, using the systems of communication noted above.

5.0 Steps that Dartington Learning might take to protect the student experience

5.1 Wherever possible we will exercise our professional academic judgement to minimise disruption and enable you to complete your studies as intended. However, should unforeseen circumstances intervene and make this impossible you may, for example:

- be offered the opportunity to move to another programme;
- be offered a modified version of the same programme;
- be provided with assistance to switch to a different provider;
- move to a different study location;

- be offered a financial refund and/or compensation (for cases where it is not possible to preserve the continuation of study or where study is disrupted) in accordance with our Refund and Compensation Policy (see below). In the event of any conflict between this Plan and our Refund and Compensation Policy then this Plan will apply.

5.2 Where you are required to transfer programme, or move to another study location, there may be implications for your student finance arrangements. If you are affected, Dartington Learning will contact you and provide detailed information, advice and guidance based on this Plan, the Student Contract, and the Refund and Compensation Policy, all with due regard for your individual circumstances.

Clarification 6

The bullet point list on page 5 (now Section 5.3) of the Student Protection Plan has been removed and the whole section rewritten to include a note of the assessed risk level for each of the listed risks along with brief reasoning for this. The revised text is as follows:

5.3 The Higher Education and Research Act 2017 requires Dartington Learning to have this Student Protection Plan in place to protect your interests and detail the steps we would take where significant changes might be required to ensure the quality and/or continuation of your studies, such as (but not limited to):

5.3.1 Institutional Closure

Dartington Hall Trust has the benefit of a diversified portfolio of income streams and provision of Higher Education through Dartington Learning is a key strategic element in the Trust's long term planning. This potential for cross-subsidy, coupled with Schumacher College's high international profile and strong record of student recruitment (now joined by Dartington Arts School) renders the risk of closure to be very low for Dartington Learning. The Trust is subject to regular financial monitoring and pursues risk management in line with its obligations under charity law.

Should Dartington Hall Trust find itself with no option other than to close its Dartington Learning activity, it may consider measures such as those below to protect the interests of students:

- where possible, to close in a gradual way, over a period that would allow current enrolled students to complete their studies;
- where the above is not possible, by supporting students to transfer to appropriate programmes at other providers;
- where there is demonstrable financial loss and detriment due to the nature of a disruption of studies, by compensating students with reference to the Dartington Learning Compensation & Refunds Policy;
- merging with another institution to maintain all or part of the current provision.

Appropriate assessments will be undertaken to assess how these plans may differ based on students' needs, characteristics and circumstances and whether any remedial or mitigation actions are required for particular cohorts or groups. Dartington Hall Trust would also take measures to ensure students have access to independent advice and support.

5.3.2 Closure of The Dartington Hall Estate or part of the estate used for Higher Education
 Dartington Hall Trust has recently embarked upon an extensive programme of building refurbishment and updating, including bespoke accommodation for Dartington Learning. In light of this, we have assessed the risk of loss of Dartington Learning buildings and other accommodation closing as very low. However, where a building or part of the Estate is rendered unusable for activities involving students, Dartington Learning will typically consider remedies such as:

- relocating provision to an alternative location; this may include hiring spaces for programme delivery (where possible nearby) and/or installing temporary buildings on the Estate (where available);
- revising timetabling to allow all of the scheduled teaching to take part in the available facilities. Where such an approach is taken, appropriate consultation will normally be conducted with stakeholders who may be affected (including students);
- delivering programmes via alternative means, such as Distance Learning. Where such an approach is taken, Dartington Learning will consider whether this it is appropriate for enrolled students who would be affected;
- considering whether the impact of such a closure and any required re-location has had a detrimental impact on a student(s) and assessing whether compensation or a form of refund would be appropriate with reference to the Dartington Learning Compensation & Refunds Policy.

Appropriate assessments will be undertaken to assess how these plans may differ based on students' needs, characteristics and circumstances and whether any remedial or mitigation actions are required for particular cohorts or groups. Dartington Learning would also ensure students have access to independent advice and access and support to wellbeing support.

5.3.3. Loss of an awarding body

Dartington Learning delivers postgraduate degree programmes (and in prospect undergraduate degrees) for which the University of Plymouth acts as the awarding body. This partnership has worked well over many years and is governed by a Collaboration Agreement which was completed following due diligence by both parties. The Agreement covers all aspects of the partnership, including the consequences of termination and how students will be seen through their programmes of study in such an event. Dartington Learning estimates the likelihood of losing its awarding body to be low, but should this happen it will:

- ensure all reasonable steps are taken to minimise the resultant disruption to affected students;
- where the above is not possible, support students through the process of transferring to appropriate programmes at other providers;
- consider financial compensation for students who have suffered significant detriment where appropriate, compensating students in line with the terms of the Dartington Learning Compensation & Refunds Policy;
- ensure that, so far as possible, changes are made in a transitional manner.

Appropriate assessments will be undertaken to assess how these plans may differ based on students' needs, characteristics and circumstances and whether any remedial or mitigation actions are required for particular cohorts or groups. Dartington Hall Trust would also take measures to ensure students have access to independent advice and support.

5.3.4 Changes to programmes

While more likely than institutional failure or estate closure, Dartington Learning considers the prospect of being unable to continue delivering any of its programmes in their current

general form at The Dartington Hall Estate to be very low risk. Circumstances may nevertheless arise in which, for academic, pedagogic or business reasons, Dartington Learning may need to close, materially change or alter its programmes.

Where there is a proposed change to a programme which has potential to lead to activation of the Student Protection Plan, Dartington Learning will seek prompt engagement with those students who may be affected and ensure that any proposed variations the Student Contract are agreed in advance. Dartington Learning will also consult with affected students to avoid any discontinuation of study, or find an appropriate alternative which is acceptable to those students.

5.3.5 Programme closure or suspension

Dartington Learning operates on the basis of effective forward planning and constantly monitors factors (eg recruitment trends, number of enquiries, legislative developments, etc) that might create a circumstance in which a programme has to be closed or suspended. This approach means that, should circumstances materialise to prompt the closure of a programme, that programme would normally be removed from the prospectus and website in advance of any applications being canvassed. Hence the risk of programme closure affecting the student experience is considered to be low. If a programme is cancelled subsequent to applications being received and offers made, Dartington Learning will apply its reasonable endeavours to:

- provide a suitable alternative programme;
- if the student does not wish to accept the alternative programme, the student shall be entitled to withdraw from the programme. In the event of such withdrawal, Dartington Learning may provide appropriate compensation in line with its Compensation & Refunds Policy; or
- where required, students will be offered support to transfer to another programme at the University, or to another provider.

5.3.6 In-Year Programme Material Content Changes to Core Modules

Circumstances may arise in which Dartington Learning's ability to deliver a programme in accord with the descriptions provided in its prospectus and website is compromised by circumstances beyond its control, resulting in material changes to the programme. We plan

effectively in advance to avoid this situation so we consider the risk that the student experience will be compromised to be quite low but should the need to make late changes arise, we will minimise disruption as far as it is practical to do so, and will aim to ensure that they are restricted to the minimum necessary to deliver on programme learning objectives. If a programme is substantially varied from that described in the prospectus or website for reasons other than circumstances beyond Dartington Learning's control, we will apply our reasonable endeavours to:

- provide a suitable alternative programme;
- allow any student who does not wish to accept the alternative programme to withdraw from the programme. In the event of such withdrawal, we may provide appropriate compensation in line with the terms of the Dartington Learning Compensation & Refunds Policy.
- identify an alternative method of continuing to provide the same content, in consultation with the students affected; or
- offer support and advice to students who wish to transfer to different programme at Dartington Learning, or with another provider

5.3.7 Changes to academic staff

Dartington Learning offers a small number of specialist postgraduate programmes based upon areas in which our academic staff members have specific expertise. We have contingency measures in place to address any issues that might arise in the event of the departure of key academics and would make every effort to fill vacancies as quickly as possible. We consider the risk that the student learning experience might be compromised for reason to be low. In the event of key academic staff leaving we will:

- Activate our immediate contingency plan by moving existing members of staff who have relevant experience and qualifications
- Immediately advertise and 'headhunt' for suitable replacement academics
- Ensure that students on the relevant programme(s) are kept abreast of developments and supported as necessary

Appropriate assessments will be undertaken to assess how these plans may differ based on students' needs, characteristics and circumstances and whether any remedial or mitigation

actions are required for particular cohorts or groups. Dartington Hall Trust would also take measures to ensure students have access to independent advice and support.

5.3.8 Tier 4 Sponsorship

Dartington Hall Trust is internationalist in its perspective and enjoys a regular flow of visitors, employees and students from overseas. The Trust therefore takes its responsibilities related to UK Visas and Immigration regulations very seriously. Accordingly, we rate the risk of losing of our Tier 4 Sponsor status as being low. In the unlikely event that our Tier 4 licence were to be suspended, Dartington Learning will take all reasonable steps to minimise the resultant disruption to affected students by, for example:

- working with UK Visas and Immigration to allow enrolled students to complete their programme of study;
- allowing students already in receipt of a Visa based upon an allocated CAS from the Trust to enrol and commence their studies;
- offering students who have not commenced their travel to Dartington Hall Estate, the opportunity to postpone their application pending resolution of the suspension.

If the Dartington Hall Trust's Tier 4 Sponsor Licence were revoked, also considered to be a very low risk, Dartington Learning would take all reasonable steps to minimise disruption to affected students and would provide advice and support toward allowing those students to switch to an alternative provider.

Appropriate assessments will be undertaken to assess how these plans may differ based on students' needs, characteristics and circumstances and whether any remedial or mitigation actions are required for particular cohorts or groups. Dartington Hall Trust would also take measures to ensure students have access to independent advice and support.

5.3.9 Industrial Action

Dartington Hall Trust has established means of consulting and negotiating with recognised trade unions. Across all of its activities, including Dartington Learning, the Trust is committed to maintaining effective employee relations and working towards swift

resolution of any problems that might arise. We assess the risk of industrial action as being low but should it occur, the Trust will take prompt action to:

- ensure that normal HE operations and services are maintained as far as possible;
- take steps to ensure that any disruption is minimised and that students' prospects of succeeding in their programmes of study are not unduly compromised, particularly in relation to the attainment of the intended learning outcomes. This may involve missed teaching content being rescheduled or provided in an alternative format;
- ensure timely and clear communications with students about any mitigating action being taken by Dartington Learning
- Where appropriate, activate the Dartington Learning Compensation & Refunds Policy to compensate students on an individual basis that reflects the particular circumstances of each case.

Appropriate assessments will be undertaken to assess how these plans may differ based on students' needs, characteristics and circumstances and whether any remedial or mitigation actions are required for particular cohorts or groups. Dartington Hall Trust would also take measures to ensure students have access to independent advice and support.

5.3.10 An essential caveat to the information presented above is recognition that Dartington Learning pursues risk assessment as a "live" process, subject to constant review at a range of levels. For example, a general risk assessment is a standing item on the agenda for the Academic Quality & Standards Committee, and at a lower level, risks are considered at programme level in Programme Committee meetings. This means that assessment of identified risks may change over time and as circumstances change.

5.4 This Plan applies to students studying at Dartington Learning regardless of the awarding body for their qualification.

5.5 This Plan will be reviewed at least annually and updated and amended as required. We also reserve the right to amend this Plan from time to time based on legal or regulatory change affecting you or us, or identified best practice in the higher education sector.

5.6 It is important to note that whilst Dartington Learning will plan for a wide range of scenarios, many of these are very unlikely to happen. Risk assessments are regularly undertaken by Dartington Learning and its parent body, The Dartington Hall Trust, and these are themselves subject to regular review. You should be reassured that there are processes in place to escalate risks through Dartington Learning's governance structure to ensure that

suitable mitigation takes place. The risk of any of the material changes listed above occurring is deemed to be low in view of the financial stability of The Dartington Hall Trust and its thorough approach to business planning.

5.7 The following section details examples of steps that would be taken in the unlikely event that any of these significant material changes should occur:

- Working with you – advice and guidance
- Where we anticipate changes which will affect your studies we are committed to:
- Letting you know as promptly as possible (normally within 10 working days)
- Where appropriate, working with student representatives to discuss the changes
- Providing you with advice and guidance on the proposed changes and the options that you have
- Where relevant, applying our Refund and Compensation Policy

Significant Material Change:

1. If there is disruption to College activity:

Where there is disruption to programme delivery, we will normally consider whether it is practicable to make changes to delivery, rather than closing or suspending the affected programme. The actions we will take to minimise disruption may include:

- temporary short-term suspension of programme delivery (e.g. where there is a change in the programme delivery location or staffing, with appropriate actions to mitigate the impact on you);
- changes to the delivery location or method, which may include distance learning;
- changes to the staffing of a programme, including the recruitment of alternative staff where appropriate;
- offering you the opportunity to transfer to an alternative programme;
- providing reasonable support to you to access a programme run by another provider, including making arrangements for the transfer of your credits and information about your academic progress.

The Dartington Hall Trust's Business Continuity Plan covers other factors that might affect the continued operation of Dartington Learning, such as acts of terrorism and damage to buildings or equipment.

2. If key academic staff involved in delivering a programme are unavailable:

This may happen as a result of long term sickness, retirement, death or leaving Dartington Learning. Where possible we will:

- seek to fill gaps as quickly as possible and avoid disruption by assigning responsibility to other current members of staff with appropriate skills and experience, or recruiting externally;
- where this affects a PhD student we will discuss with you the best options for your future supervision which may include allocating alternative supervisors from Dartington Learning or from Dartington Learning's PhD awarding body. Where your supervisor has moved to another institution, moving your studies to his/her new institution may also be considered
- where Dartington Learning cannot avoid closing a module or programme, the policies outlined in sections 4 or 5 below will apply.

3. If industrial action affects your studies:

Dartington Hall Trust is committed to maintaining an effective employee relations culture and, wherever necessary, working with trade union colleagues to achieve reasonable solutions to matters that may arise from time to time.

4. Where industrial action does occur, we will seek to:

- ensure that normal operations and services are maintained as far as possible;
- take all reasonable steps to fulfil our responsibilities to you in ensuring that any disruption is minimised and that you are not, as far as is possible to determine, disadvantaged by the action.

If we need to make major in-year changes in to the content of your programme:

We will use all reasonable endeavours to deliver your programme in accordance with its description on our website and in our prospectus for the academic year in which you began your programme. In the event of major in-year changes to programme content we will ensure that:

- we restrict changes to the minimum necessary to achieve the required quality of experience, and you are notified and consulted with as appropriate;
- where necessary, you have the opportunity to withdraw from the programme;

- where required, you are offered reasonable support to transfer to another programme at Dartington Learning, or to another provider.

5. If we cease delivering a programme (or if this were to become likely) or change its delivery mode:

Where there the suspension or closure of a programme, or change of delivery mode may have a material impact upon you, we will mitigate the effect by communicating with you to provide assurance that you will not be adversely affected by the decision. Wherever possible we will enable you to complete your programme of study (known as 'teaching out'). In doing this we will carefully manage our approach to staffing and other resources to ensure your studies are affected as little as possible.

Where it is not possible to teach out we will consider whether there are options for you to change programmes at Dartington Learning or to transfer to complete your programme at another institution.

We will undertake equality impact assessments to assess the effect on students with different needs, characteristics and circumstances.

If you have applied for a College programme, but have not yet enrolled, you will be notified (in accordance with any relevant deadlines where appropriate) in time for you to source an alternative suitable programme, where relevant, at Dartington Learning. We will provide you with support and advice in these circumstances.

6. If the programme upon which you are enrolled loses its accreditation:

If your programme loses its accreditation from a professional, statutory or regulatory body, we will consider measures to protect your student experience, such as:

- offering you the chance to move to another programme;
- delivering a modified version of the same programme;
- providing assistance to you to switch to a different provider who has the relevant accreditation.

7. If our Tier 4 Sponsor Licence is suspended or revoked:

If our Tier 4 Sponsor status is suspended, we will take all reasonable steps to minimise disruption to you by, for example:

- working with UKVI to find out whether a way can be found to allow you to complete your year of study or programme;
 - allowing you to enrol and commence your studies, if you are already in receipt of a visa based upon an allocated CAS from Dartington Learning;
 - offering you the opportunity to postpone your application pending the resolution of the suspension (if you have not already commenced your travel to Dartington Learning).
- If our Tier 4 Sponsor status is revoked, we will take all reasonable steps to minimise disruption to you by, for example, assisting you to switch to an alternative sponsor.

8. If any of Dartington Learning's awarding bodies lose degree awarding powers, or they are restricted:

If the Office for Students (OfS) restricts or revokes degree awarding power and/or University status of any of Dartington Learning's awarding bodies, we will work with the OfS to:

- ensure all reasonable steps are taken to minimise the resultant disruption to you;
- ensure that, as far as possible, any changes are made in a transitional manner.

If our programmes lose designation for 'Student Support' purposes (so you were unable to access statutory student finance), we will take all reasonable steps to minimise disruption to you by, for example:

- working with relevant funding bodies to allow you to complete your year of study/programme;
- where the above is not possible, supporting you to transfer to an appropriate programme at another provider and, where appropriate, financially compensating you, subject to the limitations of liability noted in your Student Contract with Dartington Learning
- assisting you by providing evidence/letters/statements in support of continuation of your studies;
- liaising with another institution to replace all or part of the awarding body's relevant provision.

9. If part or all of the Dartington Learning campus (or other Dartington Learning study location) closes:

Where we have to close part or all of the campus (or other study location), or if it becomes unusable for student activity, we will typically consider remedies such as:

- relocating provision to an alternative suitable location. This may include hiring spaces for programme delivery (where possible) and/or installing temporary buildings on the Dartington Hall estate or other locations;
- revising the timetable to allow all of the scheduled teaching to take part in the available facilities. This may include student contact sessions delivered outside of normal office hours. Where we take this approach, we will consult with you and undertake equality impact assessments to assess the effect on students with different needs, characteristics and circumstances.
- delivering programmes or parts of programmes via different delivery modes, such as Distance Learning. Where such an approach is taken, we will consider carefully whether this is appropriate for the enrolled students who would be affected.

10. If Dartington Learning ceases operating (institutional failure):

Institutional failure would be monitored in accordance with all higher education regulatory body requirements and any likelihood of this identified and carefully managed through the risk management procedures of Dartington Learning and The Dartington Hall Trust. Where we have no option other than to cease operating, we would consider measures to protect your student experience, such as those below:

- where possible, closing in a gradual way, over a period that would allow you to complete your studies at Dartington Learning;
- where the above is not possible, in supporting you to transfer to an appropriate programme at another provider and, where appropriate, by compensating you subject to the limitations of liability noted in your Student Contract with Dartington Learning, where because of disruption to your studies, you suffer demonstrable, material financial loss;
- merging with another institution to maintain all or part of Dartington Learning's current provision.

In the event that under any of the above scenarios or where you are a student studying directly at Dartington Learning and, for any other reason caused by our omission or default, you are unable reasonably to continue your studies then our Refund and Compensation Policy will apply.

Where Dartington Learning is in Partnership with an Awarding Body

Dartington Learning operates in partnership with UK universities. Dartington Learning acts as the delivering institution for awards that are validated by its partner universities. In this respect, a legally binding Academic Cooperation Agreement covers the responsibilities of both partners. This Agreement indicates what needs to happen to preserve the experience of current students and those in receipt of an offer should the partnership be terminated or where either partner ceases to operate, in whole or in part, for any reason.

Each of Dartington Learning's awarding bodies will have its own student protection plan, but the Dartington Learning Student Protection Plan will, without exception, take priority over these and will be the primary reference where a student seeks redress, for any reason. The Student protection plans of partner institutions may nevertheless be drawn upon as a basis for secondary redress but it should be noted that only the plan from the awarding institution for your particular award may be invoked in this context.

As an example; if Plymouth University is the awarding body for your award, you would firstly seek redress under the terms of the Dartington Learning Student Protection Plan and in the event that you are not satisfied, seek secondary redress under the terms of The University of Plymouth Student Protection Plan.

i) Where The University of Plymouth is the awarding body for your programme

The University of Plymouth is the main awarding body for programmes offered by Dartington Learning. These programmes are described as "validated provision", which means that the individual programme and its content has been developed and designed by Dartington Learning and delivery is by College staff, to an exact specification by The University of Plymouth.

The University of Plymouth has an Academic Partnerships Directorate that monitors academic standards and the quality of student experience in its collaborative provision. The University also undertakes risk assessments on its partners, including Dartington Learning, and pursues a programme of regular reviews of delivery at partner institutions. Identified risks can be escalated through The University of Plymouth's governance structures to ensure that interventions can be put in place.

University of Plymouth's Student Protection Plan contains a section that describes your rights while studying for one of its validated awards at partner institutions, including Dartington Learning. This states that where unforeseen circumstances, or any other reason caused by the omission or default of Dartington Learning, have made continuation of your studies in accord with either institution's Student Protection Plan impossible, then the University's Refund and Compensation Policy will apply on a secondary basis to Dartington Learning's own Refund and Compensation Policy.

In the event that you have exhausted the options provided by Dartington Learning's Student Protection Plan and its Refund & Compensation Policy, and have made resort to University of Plymouth Student Protection Plan you will not be able to obtain redress under both this and Dartington Learning's Refund and Compensation Policy. In some instances you might be given a choice between accepting redress under either the University's Student Protection Plan or its Refund and Compensation Policy in which case you will be required to opt for one or the other but will not be able to draw upon both.

Student Protection Plan Part B

Compensation and Refund Policy

This element of the Student Protection Plan should be read in conjunction with the Dartington Learning Student Contract and Part A of the Dartington Learning Student Protection Plan. Each of these documents will assume priority in its specific area, ie this Part of the Student Protection Plan, relating to compensation and refunds takes precedence in matters relating to compensation and refunds.

This Policy will be considered annually by the Dartington Hall Trust, of which Dartington Learning Executive is an activity. The annual review process will include consideration of student opinion through receipt of comments from student representatives at Dartington

Learning. The Compensation and Refund Policy will be made available to all students and prospective students via the Dartington Learning website. The Head of Dartington Learning will be responsible for ensuring that staff members are aware of the Student Protection Plan and how it should be implemented.

We will review this Compensation and Refund Policy at least annually and update and amend as required. We also reserve the right to amend this policy from time to time based on legal or regulatory changes affecting you or us, or best practice in the higher education sector.

The Dartington Learning Student Contract explains that, in exceptional circumstances, it may be necessary for Dartington Learning to revise the content or delivery of programmes or discontinue or suspend programmes, often in circumstances outside our control. Whilst it is unlikely, the possibility nevertheless exists that delivery or administration of programmes or modules may fall short of the high standards we expect and work hard to deliver.

The circumstance could arise in which we will cancel a programme before it starts, when we judge that it will not be viable for valid reasons that may, amongst others, be academic, regulatory, legal, commercial, or financial in nature. This policy would only apply in such circumstances if you have applied for a place on the programme we have had to cancel, and you have accepted an offer to study on that programme with Dartington Learning. These instances are very rare indeed. We work hard to anticipate any changes to our provision so we can minimise disruption to you and enable you to complete your studies as intended. We explain how we will do this in the Dartington Learning Student Protection Plan.

However, after exploring all possible options, a situation might arise in which it is not possible for us to preserve the continuation of your study or, even if your study can continue, it will be significantly disrupted.

In the situation described above we will undertake to keep you fully informed of the reasons for our decisions and provide adequate notice. You may be eligible for a refund of fees and other payments made to Dartington Learning, in full or in part, and/or compensation for other losses you have incurred.

Where changes to a programme of study are of a magnitude and type that a student or applicant might wish to switch to another programme or withdraw, we will provide appropriate support. This may include provision of academic and administrative advice and guidance. In such circumstances students and applicants will not remain tied to any contract that involves payment of increased sums of money or receipt of a materially different higher education service to that agreed at the outset.

Should circumstances arise in which it is impossible for Dartington Learning to preserve the continuation of your studies, you may be entitled to a refund of fees and other relevant costs. In this event we will make provision for:

- Refunds for students in receipt of a tuition fee loan from the Student Loans Company.
- Refunds for students who pay their own tuition fees.
- Refunds for students whose tuition fees are paid by a sponsor.
- Commitments to honour student bursaries.
- The payment of additional travel costs for students affected by a change in the location of their programme of study, or funding to offset additional costs incurred by relocation (for example, students with caring responsibilities whose childcare costs increase significantly, perhaps by transferring from a provider with a subsidised crèche to one without).

We set out to focus the scope and effect of this compensation and refunds policy and will consider eligibility for refund and/or compensation on a case by case basis, taking into account factors including (but not limited to):

- the scale and impact of the matters affecting you;
- travel or accommodation costs (e.g. where you are having to relocate because Dartington Learning has to move your programme to an alternative location or you have to transfer to another provider);
- maintenance costs (e.g. childcare if student contact sessions have to be delivered at times outside the normal teaching day/week);
- what mitigation we have put in place that you may or may not have taken advantage of – including the provisions set out in the Student Protection Plan;
- how much of your programme you have completed;

Notwithstanding the above criteria, this Compensation & Refunds Policy also includes provision for the payment of compensation to cover additional factors, such as:

- Maintenance costs and lost time where it is not possible to preserve continuation of study.
- Tuition and maintenance costs where students have to transfer courses or provider

Eligibility for refund and/or compensation, and the amounts to be awarded, will be considered by the Head of Dartington Learning and/or Chief Executive of The Dartington Hall Trust before being put forward for approval by The Dartington Hall Trust Board at its quarterly meeting.

In some cases, we will establish set rates for compensation of accommodation or travel costs, which will be applied automatically to all affected students. We will explain clearly how we have calculated these set rates. In other cases, we may ask you to provide evidence of costs which you have incurred for which you are seeking compensation. You will be advised about what will happen and what you will need to do at the appropriate time. If you are unhappy with the action Dartington Learning has taken to deal with issues of refund and compensation and, in particular, disruption to or cessation of your study, then you may use Dartington Learning's Complaints Procedure to raise your concerns. While Dartington Learning would hope that this procedure will satisfactorily resolve your problem there may be occasions where this will not be the case. In these latter instances, you are able to ask the Office of the Independent Adjudicator for Higher Education (OIA) to review your complaint and the way in which it has been handled by Dartington Learning. You can only refer your complaint to the OIA when you have exhausted Dartington Learning's complaints procedure. This policy does not cover instances where you maybe considering withdrawing from or interrupting your studies for personal reasons. If you are thinking about this please get in contact with your programme leader or research degree supervisor as appropriate, and seek advice. Students choose to interrupt study or withdraw for a variety of reasons and we may be able to help.

If you decide that you do not want to continue with your studies in this academic year, it is important that you correctly withdraw or interrupt study as there are academic and

financial implications that you need to consider. For international students there will also be implications with regard to your visa.

Where Dartington Learning is in Partnership with a UK Awarding Body

Dartington Learning operates in partnership with UK universities. Dartington Learning acts as the delivering institution for awards that are validated by its partner universities. In this respect, a legally binding Academic Partnership Agreement covers the responsibilities of both partners. The Dartington Learning Compensation and Refund Policy will take priority over policies developed by Dartington Learning's academic partners. Redress offered to a student under the Dartington Learning Student Protection Plan and/or the Dartington Learning Compensation and Refund Policy will be taken into account when a student seeks secondary redress under the provision of an awarding body.

Each of Dartington Learning's awarding bodies will have its own Compensation and Refund Policy, but the Dartington Learning Compensation and Refund Policy will, without exception, take priority over these. The Compensation and Refund Policies of partner institutions may nevertheless be drawn upon as a basis for secondary redress but it should be noted that only the Policy from the awarding institution for your particular award may be invoked in this context.

As an example; if The University of Plymouth is the awarding body for your award, you would firstly seek redress under the terms of the Dartington Learning Compensation and Refund Policy and, in the event that you are not satisfied, seek secondary redress under the terms of the Plymouth University Compensation and Refund Policy.

Under the policies of awarding body institutions, eligibility for refund and/or compensation, and the amounts to be awarded, may be determined following consideration by the relevant Dean of Faculty or Director of Academic Partnerships.

As of September 2019, all Dartington learning awards are validated by the University of Plymouth. Information on matters relating to the University's Student Contract are available at the following link: <https://www.plymouth.ac.uk/students-and-family/student-contract>

This policy does not cover instances where you may be considering withdrawing from or interrupting your studies for personal reasons. If you are thinking about this, please get in contact with your programme leader or research degree supervisor as appropriate, and seek advice. Students choose to interrupt study or withdraw for a variety of reasons and we may be able to help.

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