

Student protection plan for the period from June 2020

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Introduction

1. Our student protection plan sets out:
 - what might happen that could interrupt your studies at the School – these are the risks to the continuation of your study at SOAS
 - how likely these risks are to happen to you – this may vary depending on your course or where you’re studying
 - what we’re doing to reduce the likelihood of these risks occurring
 - what we’ll do if any of these risks happen to you
 - what our policies are on refunds and compensation
 - how we will communicate with you if your study is interrupted – this includes what information we will make available to you, how we will support in making the right decision for you, and how you can make a complaint if you think we haven’t followed our policies and procedures in responding to these risks if they occur.
2. We have written this plan so that you can understand what the risks are to your studies at the School and how we will manage them with you. This primarily relates to risks that occur because of actions and decisions that we make or events that are outside of our control
3. Our regulator, the Office for Students, approves the student protection plan as part of its oversight of our activities before we can publish it. We must follow the actions set out in our approved student protection plan and notify the Office for Students whenever we do so.
4. The plan has been reviewed and input provided from the Pro-Directors, Students’ Union representatives, and representatives from Student and Academic Experience, Planning, Registry, Finance, Communications and Governance.

Risks to the continuation of your study

5. We have set out here a wide range of risks that could arise and that, if they did so, would cause disruption to the continuation of your study with the School. In setting these out, we aim to give you the reassurance that we have thought about the whole School and student experience and have contingency plans for if any of these risks were to occur. We have also included here the actions that we would take to protect your continuation of study if one of these risks were to occur and affected you.
6. The risks we have included in the student protection plan are those that we have assessed to be sufficiently likely for the next academic year. This does not mean that we

believe that they will occur, but that if they do then we have concrete plans in place to support you. The predominant driving factors behind the risks are our objectives to secure a long-term sustainable business model, whilst maintaining the unique SOAS provision. We have assessed the likelihood of a risk occurring and its impact if it did occur on five-point scale from very low to very high (the other points on the scale being low, medium, and high).

Learning and teaching risks

7. The **risk of inappropriate conduct by staff or students** is low. We mitigate this risk by having in place a School code of conduct; values and disciplinary procedures for both staff and students; a Respect@SOAS policy; well-promoted support and wellbeing services that are available to staff and students; ongoing inclusive assessment and curriculum work; and a BME mentoring scheme. We also monitor student safeguarding and wellbeing on an ongoing basis in the Student and Academic Experience Directorate and the Students' Union. We produce annual reports that consider issues related to this risk and collate and review the numbers of complaints and disciplinaries to identify any patterns of behaviour that require action. If you were subjected to inappropriate conduct by staff or student(s), the impact would be high. If this occurred, then we would support you through the student wellbeing services, mitigating circumstances policy, suspension of regulations policy and/or student casework services as appropriate to your experience, having discussed with you how best to support you – where appropriate, we would amend inclusive assessment and curriculum work to support you. If you were unable to continue studying at the School, we would support you to identify an alternative institution that would produce the same educational outcomes for you. Details of transfer are set out on pages 10 to 12 below.

8. The **risk that we will suspend a programme, in particular in relation to Strategically Important or Vulnerable Languages (SILs)** is high. We mitigate this risk by having in place deadlines to ensure programme withdrawals are made well before the period affected. Our policies ensure that if these deadlines are not met, the withdrawn programmes are taught out at SOAS for those students already enrolled. We also undertake Annual and Periodic Programme Reviews and departmental planning processes to ensure that we have enough early sight of such plans. If the risk did occur the impact would be high. It would affect the students enrolled on those programmes and those applicants holding an offer for the programme. If we were considering suspending a programme, then we would consult current students (or their representatives) as part of the decision-making process. If we then decided to close your programme, we would offer you the opportunity to transfer to another programme at the School. If there were no appropriate programme available at the School, then we would provide certification for your credit, provide you with an exit award and support you in transferring to another provider – we would also support you transferring if we felt there was another programme at the School that was appropriate for you, but you wished to transfer to another provider. If we suspended Strategically Important or Vulnerable Languages (SILs) programmes and there was no alternative provider to which you could externally transfer to, then we would teach out all students enrolled on the programme on the date of suspension of the SILs. Details of teach out, transfer and exit awards and certification are set out on pages 9 to 12 below.

9. **Given the highly specialist nature of some programmes taught at SOAS, the risk that we lose specialist academic staff and therefore the School no longer has the specialist knowledge to continue teaching specific modules** is high. We mitigate this risk by having policies in place to support consistent workload, career development and secondment opportunities to retain specialist staff and provide job satisfaction as well as opportunities to progress. We also engage with staff to identify potential future staff changes so that these changes can be considered in the module planning. If this risk did occur the impact would be high. It would affect students enrolled on those modules that lost the specialist staff, but the impact on other students would be very low. If this occurred, then we would seek to identify another member of staff with the appropriate skills and experience to fill the vacancy through alternative arrangements. Under these circumstances:

- a) You would be offered the opportunity to internally transfer to another programme (see pages 10 to 11 for details of internal transfer).
- b) Where it is a language programme and there is a year abroad, we would utilise existing staff to support the delivery of the programme or would support you to identify alternative modules that supported the same learning outcomes and maintain the year abroad (see pages 13 to 13 for details of arrangements for year abroad students).
- c) If no appropriate programme was available, the School would support you to transfer to another institution and record the amount of credit/academic progress achieved and provide an exit award to you (see page 12 for details of external transfer and exit awards and certification).
- d) Where appropriate, the School would compensate you because of disruption to your studies where you suffer demonstrable, material financial loss (see pages 14 to 15 for details of the compensation procedure).

10. **The risk that we lose specialist professional service staff and therefore the School is unable to provide support services to students** is medium. We mitigate this risk by engaging with staff to identify future potential staff changes so that these changes can be considered in the programme planning. If the risk did occur the impact would be medium. It would affect students requiring support services from specialist professional services staff. If this occurred, then we would seek to identify another member of staff with the appropriate skills and experience to fill the vacancy through alternative arrangements. If an effective staffing replacement could not be found, then the Student Academic and Experience team would identify another provider to deliver the required support – the team would look to a partner institution in the Bloomsbury Learning Group to provide the required support close to the School to minimise the impact on affected students.

11. **The risk that we make major changes to programme content for the subsequent year of your study** is high. We mitigate this risk by having deadlines in place to ensure major programme changes are made well before the period affected. Our policies ensure that if these deadlines are not met, programmes may be ‘taught out’ for those students already enrolled. We also undertake Annual and Periodic Programme Reviews and departmental

planning processes. If the risk did occur the impact would be medium as we would ensure current students would be involved in the consideration of major amendments to help us to understand and minimise the impact. It would affect students studying or holding offers to study on the affected programmes. If we made major changes to your programme content for the subsequent year, then we would offer you the opportunity to transfer to another programme at the School. For enrolled students, if there were no appropriate programme available, then we would provide certification for your credit and support you in transferring to another provider – we would also support you transferring if we felt there was another programme at the School that was appropriate for you, but you wished to transfer to another provider. Details of transfer and exit awards and certification are set out on pages 10 to 12 below. If you are an offer-holder and you did not want to transfer to another programme at the School, then we would release you from your offer.

12. The **risk that international institutional risks result in you being insufficiently supported or unsafe during your year abroad (including the location of the institution and consideration of its context) due to Covid-19 outbreak** is currently high. We mitigate this risk by having robust and effective due diligence with all international partners and ensuring we have ongoing communications and quality assurance with our partnerships. We also monitor these risks through your programme convenor and ensure that we have contextual understanding of your location(s). If the risk did occur the impact would be very high for the students who were in that situation. Details of the actions we would take to protect your continuation of study in this situation are set out in the next section of this student protection plan below.

Regulatory risks

13. The **risk that the School lost or had restrictions placed on its degree awarding powers** is low. We mitigate this risk by having in place Governance, Quality Assurance and other teams that ensure the School is complying with the Office for Students' regulatory framework, including its ongoing conditions of registration. We also monitor our compliance through quality assurance and risk management procedures in accordance with our governance framework. If the risk did occur the impact would be very high and would affect all students. If the Office for Students placed restrictions on or withdrew the School's degree awarding powers, then we would give you an exit award and certification of credit for the studies that you had already successfully completed and provide support for you to transfer to another provider. Details of transfer and exit awards and certification are set out on pages 11 to 12 below.

14. The **risk that the Office for Students would withdraw the School's registration** is high until we have implemented our plan to secure the School's long-term financial viability and sustainability (see paragraph 19). We mitigate this risk by having in place Governance, Quality Assurance and other teams that ensure the School is complying with the Office for Students' regulatory framework, including its ongoing conditions of registration. We also monitor our compliance through quality assurance and risk management procedures in accordance with our governance framework. The impact if this did occur would be very high. It would affect all students as the School would lose access to its public funding from the Office for Students (and possibly other funders as a direct or indirect consequence), its

Tier 4 licence for sponsoring non-EU students to study in the UK and student finance support (from the Student Loans Company) in the form of tuition fee loans and maintenance support to students.. If the Office for Students withdrew the School's registration, we would discuss with the Office for Students the arrangements that could be put in place, if possible, to allow students to complete their studies at the School

If you wanted to transfer to another provider instead then we would give you an exit award and certification of credit for the studies that you had already successfully completed; we would also provide support for you to transfer to another provider. Details of teach out, transfer and exit awards and certification are set out on pages 9 to 12 below. If you were an offer-holder, then we would release you from your offer if this risk were to occur.

15. Separately from withdrawal of registration, the **risk of suspension or revocation of the School's Tier 4 sponsor licence** from the Home Office is low as long as we continue to be registered with the Office for Students (see paragraph 14). We mitigate this risk by ensuring that we comply with the Home Office's regulatory requirements for Tier 4 sponsors. We also undertake internal monitoring of our compliance. We have recently employed an external immigration lawyer to undertake a review of our Tier 4 compliance. This review has provided assurance about the School's compliance with the Tier 4 requirements. If the Home Office were to suspend or revoke the School's Tier 4 licence, then the impact of this would be very high for non-EU students who are studying at the School on a visa sponsored by SOAS through the Tier 4 system. There would also be an impact, albeit much lower, on the School's other students due to (a) the cultural and social impact on the remaining student body of the non-EU students having to transfer to a different provider and (b) the financial impact of the loss of income that would be associated with these transfers (see the section on infrastructure risks below). If the Home Office were to suspend or revoke the School's Tier 4 licence, then we would give you an exit award and certification of credit for the studies that you had already successfully completed; we would also provide support for you to transfer to another provider that holds a Tier 4 licence to sponsor you. Details of transfer and exit awards and certification are set out on pages 11 to 12 below.

16. The **risk that the School would lose accreditation of one or more courses by Professional, Statutory and Regulatory Bodies** is very low. We mitigate this risk by ensuring compliance with accreditors' standards and requirements. We also undertake internal audit of our compliance and quality assurance of our courses to monitor this risk. The impact if this risk did occur would be very high. It would affect the students who were studying on the courses for which the accreditation had been withdrawn. If an organisation withdrew its accreditation, then we would help you to identify an alternative programme that met your needs and transfer you to that programme. If you wanted to transfer to another provider that holds the relevant accreditation, then we would give you guidance and support in doing so. Details of transfer are set out on pages 10 to 12 below.

Infrastructure risks

17. The **risk that external events result in building or institutional closure** is currently very high due to the Covid-19 pandemic that has caused to close our campus and move to

remote delivery of all teaching and support services from mid-March 2020. We have continued to provide a full range of student and wellbeing support and academic advice remotely. We have continued to conduct examinations and assessments remotely, with reasonable adjustments to our regulations. We have also continued to provide academic and research supervision to students with online access to learning resources. Under normal circumstances the risk likelihood is medium. We mitigate this risk by having an Incident Management Plan and business continuity plans in place. For non-Covid-19 risks, we also engage with local external agencies (including the police and fire brigade) to mitigate other risks if they occurred and to identify any potential increase in likelihood of the risk. We also have monitoring processes that are built into the School's Incident Management plans – these plans are reviewed, and quality assured through the Resources and Planning Committee and the Audit Committee. In the Covid 19 Pandemic we established a Critical Incident group chaired by the Deputy Chief Operating Officer (Student and Academic Experience) with wide representation across the School including the Student Union. This group reported regularly to the Senior Management team, the Executive Board and the Board of Trustees.

18. If external events resulted in building or institutional closure, the impact would be very high. It would affect all students that are taught in the affected buildings as alternative arrangements would need to be made to ensure continuation of teaching. If the risk occurred, then we would implement the business continuity plan. The actions to protect and support you would depend on the external circumstances that had resulted in the closure. The process for identifying the appropriate response is outlined in the School's Incident Management Plan. If the impact of the incident continued, then we would support you to find different institutions in a safe location– details of transfer are set out on pages 11 to 12 below. As external events are beyond the School's control, we will refund fees in accordance with our regulations, but we shall not pay compensation in these circumstances.

19. The **risk that we would need to close the School due to financial viability** is currently high – that said, in the School's opinion, the short-term financial position of the School is secure, and we are implementing a plan to balance our income and expenditure to secure the School's long-term viability and sustainability. We are implementing this plan over the remainder of this academic year (2019-20) and the next academic year (2020-21) and in the School's opinion the financial viability risk will reduce over the year as we complete the actions that we have identified as necessary – you can read more about this and how it might affect you in the Annex. We also mitigate this risk by having in place financial management structures to monitor finances, agree strategies for cost savings, growth and investments. We have whole school and departmental financial plans in place to support the viability and growth of the School. We also monitor the School's financial viability and sustainability through risk management procedures and in accordance with the governance framework. As noted above, we are currently undertaking a restructuring programme to address our long-term sustainability – this will ensure that, in the School's opinion, the School is viable and sustainable, while preserving the experience you and our other students expect. If School closure due to financial viability issues did occur the impact would be very high and would affect all students. If this occurred, then we would, if possible, close in a gradual way over a period that would allow current enrolled students to

complete their programme. Details of teach out, transfer and exit awards and certification are set out on pages 9 to 12 below.

20. The **risk that we would need to permanently close a building in which we are teaching you** is normally low; however, it is currently very high due to the Covid-19 pandemic that has caused us to close our campus and move to remote teaching. We have continued to provide a full range of student and wellbeing support and advice remotely. We mitigate this risk by having in place financial management structures to monitor finances, agree strategies for cost savings, growth and investments. Estates and IT Governance Committee develop, monitor and implement the School's strategic planning and policy development in relation to the School's estate. The Committees make recommendations to Resources and Planning Committee, Executive Board and other committees as appropriate. Full terms of reference of the Committee can be found in Annex VII of the School's Standing Orders. We also monitor the School's financial viability and sustainability through risk management procedures and in accordance with the governance framework. If we did need to close a building permanently the impact would be high for those students affected but much lower impact for other students. It would affect all students that are taught in the affected buildings as alternative arrangements would need to be made to ensure continuation of teaching. If the risk occurred, then we would ensure that you could continue your studies within a different building – how we would continue to teach you would be part of the decision-making about the building closure and we would consult with you if this would be a significant change from where or how we were currently teaching you.

21. The **risk that your studies may be disrupted due to industrial action** is high. We mitigate this risk by having policies that establish the School's position and procedures for consultation and negotiation with the recognised trade unions. We also have policies that outline the School's position on industrial action and the procedures and response to such action. We also ensure that we have ongoing HR relationships with the recognised unions to ensure early sight of possible action and to reduce the risk of this occurring, whenever possible. If industrial action did occur the impact would be medium. We would maintain support and wellbeing services and, if feasible, we would increase support for you. We would also extend alternative services to support you, for example extending opening hours to study space. Finally, where possible, we would rearrange teaching or use online platforms or other resources to teach you. We would ensure that we mitigate the impact of industrial action on your studies and your progression through your programme.

How we will preserve continuation of your study and what we will do if we are unable to do so

22. We have set out above a wide range of risks that could arise and that, if they did so, would cause disruption to the continuation of your study. We have also set out some of the actions that we would take to support you if these risks occurred. We provide more detail below on what we will do to support you in continuing your studies if these risks occur and what we will do if we are unable to support you in continuing your studies at SOAS. This

includes details on how teach out, transfer (internal and external), exit awards and certification and year abroad students.

23. In addition to the engagement and consultation processes set out in mitigation steps above, we will have a communication plan designed to ensure that every student receives full and accurate information and guidance on the options and how we will monitor their student experience.

24. If we need to contact you about any of the risks above occurring, the process will include the following steps:

- a) We will write to you with full information on the changes to the programme portfolio which affect you, including programme amendments and withdrawals, and appropriate current or new programmes available to choose from. We will provide a rationale for these changes and inform you of the timeline and process that we will follow.
- b) We will invite you to discuss with the Head of Department and the Programme Convenor the details of the programme changes, the impact of these changes on you, the options available to you and answer any questions you may have.
- c) To support you in making your decisions, we will give you an opportunity to discuss the options with the Programme Convenor or your Academic Advisor, which may include – teach out on the original programme, internal transfer to a suitable programme within SOAS, external transfer to another programme at another institution, withdrawal and compensation.
- d) Once you have made your decision, we will support you in your decision at every step with appropriate advice and guidance, as described below under sections Teach out, Internal Transfer and External Transfer.
- e) You will continue to receive additional support, advice and guidance from our Wellbeing services, in particular if vulnerable students have any specific requirements or needs. We will discuss with you confidentially if you would benefit from counselling or financial advice during this period, so you are fully supported throughout the transition.

Teach out

25. This section applies to all students irrespective of level or mode of study.

26. Teach-out means that we will continue to deliver teaching on your current programme. You will study the core and compulsory modules of the programme but the number of optional modules available that you will be able to select from may be reduced.

27. If one of the risks outlined above has occurred we would seek to transfer you to a different appropriate programme at SOAS, to teach out or to facilitate an external transfer to another provider (if you preferred). However, if we need to teach out your programme,

then we will ensure that the quality of your programme, the teaching provided, and your student experience are maintained to same level as would have been the case if your programme were continuing for future students.

28. Different students have different needs and we are aware that for some students, teach-out would be the most appropriate option, even where another provider could deliver a suitable programme to enable the student to complete their studies. This could arise for several reasons such as a student having caring responsibilities or difficulties in travelling or relocating for any reason. We will talk to you and ask for your view before deciding whether teach out or transfer is the best choice for you.

29. Where it is necessary to change any aspect of your study programme, including the optional modules that are available during the teach-out of your course, we will consult you on these changes and explain the reasons why they are necessary. If an individual student is unhappy with the proposed changes, we are committed to teaching out the existing programmes.

30. We will communicate with you through your programme representatives, establish online Q and A meetings with Programme Convenors and provide opportunities for you to have one to one meetings with your academic advisor(s). This is to ensure that you have enough information to understand how the teach-out process will work for you and that you have the opportunity to raise any questions or concerns about the teach out or related matters.

31. We will ensure that we provide you with detailed information, advice and guidance throughout the teach out period (see page 19).

32. The Head of Department and the Programme Convenors will have responsibility for ensuring that a high quality student experience is maintained. The Programme Convenor is accountable to the Head of Department for ensuring that they maintain overall oversight of the student experience for all affected students in the department. We will continue to require annual programme reviews for the programme in each year until all students have completed – this is to ensure that the course remains fit for purpose and that quality and standards are maintained throughout the teach out period until you finish your studies. In order to complete these reviews, convenors will need to take account of, and respond to, assessment outcomes, feedback from you and your fellow students and from external examiners. Any periodic reviews of programmes within the department (e.g. Comprehensive Departmental Reviews) will include scrutiny of the programmes being taught out and include engagement with those cohorts of students.

33. If there are any concerns with the quality of teaching or learning students will have the opportunity to raise this informally or formally as a complaint, as detailed in the Student Complaint procedures on page 20.

Internal transfer

34. This section applies to applicants and all students irrespective of level or mode of study.

35. If you are unable to continue on your programme for any reason then we will support you to transfer to another programme within SOAS – if the transfer is due to the closure of a programme, then we will help you to move to a programme that is similar to your current programme of studies. We call this internal transfer and this section explains how this will work in practice for you – if you are looking for information about how to transfer to another provider, please see the next section below.

36. To help you decide what you want to do, we will discuss your options with you – support will be available to you from both academic and professional services staff. We are aware that different students have different needs and responsibilities. This could arise for several reasons such as a student having caring responsibilities or difficulties in travelling or relocating for any reason. We will talk to you and ask for your view to help you to understand what options are realistically available to you and to enable you to make the right choice for you.

37. The majority of changes are likely to involve the merging of programmes and for this reason, you may wish to transfer to alternative programmes within the School. Our intention is to create improved programmes of study which are attractive to you, which improve your experience at SOAS and enable us to provide you with continuity of study.

38. When discussing the option of internal transfer with you, we will go through the details of the programme highlighting similarities and differences between the programmes on offer and which ones are the closest match with your original programme of study, going through the details of the learning outcomes, assessment model and the career prospects.

39. Once you make your decision to transfer to a programme internally, we will make the necessary adjustments to your registration and provide you with all the details of the programme delivery and access to resources. You will also have the opportunity to meet with other students on the cohort. We will monitor your experience through student feedback mechanisms on a regular basis.

40. If you decide that you do not wish to transfer to similar or comparable SOAS programme or be taught out on your existing programme, then you have the choice to transfer to a programme at a different provider (we call this external transfer) or leave your studies early with an exit award and certification of your academic achievement. In the latter circumstance, we would also provide you with details of the arrangements for refunds and compensation. Details of each of these processes are set out in this student protection plan.

41. If you are not happy with how we handle your internal transfer, we will ensure that you are advised of the complaints process.

External transfer

42. This section applies to applicants and all students irrespective of level or mode of study.

43. If you are unable to continue on your programme for any reason and SOAS is unable to offer a similar programme that is satisfactory to you, then we will help you to move to a course that is similar to your current programme of studies at another provider – where such a course exists. We call this external transfer and this section explains how this will work in practice for you.

44. To help you decide what you want to do, we will discuss your options with you – support will be available to you from both academic and professional services staff. We are aware that different students have different needs and responsibilities. This could arise for a number of reasons such as a student having caring responsibilities or difficulties in travelling or relocating for any reason. We will talk to you and ask for your view to help you to understand what options are realistically available to you and to enable you to make the right choice for you. See Information, advice and guidance section on pages 19 to 20.

45. We will compare the other provider you have chosen for an external transfer with SOAS to establish the differences in academic and student support services that might have any adverse impact on you. This will include information such as, access to the campus, accommodation, visa, library resources, special adjustments including disability allowance, SLC loan, financial support including scholarship or bursary, counselling or mental health support, access to hardship funds, career advice, guidance on student complaints and appeals processes and student's union activities.

46. If you decide that you want to transfer externally, then we will support and facilitate this process working with the relevant University. We will engage with other Universities to undertake detailed programme mapping in order to facilitate the Recognition of Prior Learning processes to help facilitate your transfer.

47. If you are not happy with how we handle your external transfer, or you decide to leave your studies early instead, then we will ensure that you are advised of the complaints process and the arrangements for applying for compensation and refunds.

Exit awards and certification

48. This section applies to all students irrespective of level or mode of study.

49. We will enable students who transfer externally to have the appropriate exit awards and certification with evidence of their academic achievement. We will ensure students who decide to transfer externally are advised how they will be able to access exit awards and transcripts in the future.

50. We will follow due process under the School's regulations¹ in making the exit award in line with the credits you have attained at the time of transfer, which will enable you to continue with your academic studies at the University that you transfer to. We will also provide an academic reference and transcript for you if you transfer externally.

Year abroad students

51. This section applies to all full time students studying on programmes that include a year abroad, irrespective of level.

52. Some of our programmes offer year abroad experience to students at Universities in other countries with whom we have a partnership agreement. These are four-year degree programmes. If you are a year abroad student, you will complete a part of your degree programme based at these institutions, where you attend lectures and seminars and benefit from the cultural and academic experience of another culture, country and language. This year abroad element of the programme is typically in your second or third year and you will return to SOAS to complete the final year of your studies back in the UK at SOAS. The academic credits and marks you achieve on your year abroad are included in the assessment of your overall achievement and award. The academic regulations allow for you to internally transfer to our three year degree programme without the year abroad element.

53. If you were insufficiently supported or unsafe during your year abroad, then we would broker a new arrangement with a nearby or contextually similar institution that could provide the same intended outcome for you.

54. If the context meant that your country of choice was not an option, we would identify an alternative location that could provide the same or similar educational outcomes. Alternatively, we would give you the option to return to the UK and move to a three-year degree and we would make additional amendments with the relevant department to support this transition.

55. Where teaching cannot be completed and there are no alternative options, we would support you to return to UK and continue your study at SOAS, with your credit/academic progress recorded.

Our commitment to you on refunds and compensation

56. This section of the student protection plan sets out our policies and procedures for refunds and compensation and applies to all students irrespective of level or mode of study.

57. . Should any successful claim be made, in the School's opinion SOAS has adequate financial reserves or insurances in place to meet its obligations and this is already included

¹ See section 2.3 of the Taught degree Regulations at:
<https://www.soas.ac.uk/registry/degreeregulations/file122928.pdf>

in the contingency² that is included in the budget and financial forecasts approved by the Board of Trustees.

58. The School has additional cover under its professional indemnity policy if there were problems relating to inadequate teaching or lack of facilities and a legal claim were made. Where claims are successful, the fee refunds would be returned to the person, organisation or body that paid them originally. The School would provide additional support to students who are being supported via a sponsor to ensure that their circumstances are not adversely affected by an inability to continue study at the School.

Refunds

59. Our refunds policy is as follows where you pay your own fees or where your fees are paid by a sponsor:

Fees for the academic year are payable in full at enrolment and/or in two equal instalments. If a student withdraws from an academic programme or takes a leave of absence the enrolment record will be amended according to the date on which the Withdrawal or Leave of Absence Form is received in the Registry. Any change in tuition fee liability will be calculated from the amended enrolment end date for the academic year. Fees up to the withdrawal or leave of absence date will be charged.

In the situation where SOAS withdraws a programme, teach out is not possible and the student rejects the option of an external transfer we would consider a compensation payment.

60. We calculate the fee liability per half term pro rata for the first two terms:

Stage of Withdrawal or Leave of Absence	Charge
Term 1: before reading week	1/6 annual fees
Term 1: during or after reading week	2/6 annual fees
Term 2: before reading week	3/6 annual fees
Term 2: during or after reading week	4/6 annual fees
Term 3	Full year's fees due

61. **Please note that we make refunds to the original payee.**

² Contingency is effectively 'padding' within the budget for additional costs that may be unforeseen or difficult to quantify in advance.

62. Where you are funded by student finance (in other words, via the Student Loans Company) our refunds policy is as follows:

Stage of Interruption or Withdrawal	Effective Charge
Before the first day of Term 2	25% annual fees
Before the first day of Term 3	50% annual fees
Term 3	100% annual fees

63. If you want to know more about our refunds policy, then see:

<https://www.soas.ac.uk/registry/fees/refundpolicy>.

Compensation

64. This section applies to all students irrespective of level or mode of study.

65. We process all compensation claims through the same procedure regardless of the circumstances that have resulted in the claim being made. All claims are considered against the same framework to ensure consistency and fairness of outcomes including whether the School is liable for events outside of its control in accordance with its terms and conditions.

66. We have developed our procedures in line with UUK's recommendations.

67. We consider each claim on a case by case basis where you are seeking compensation or additional payments in respect of programme closures leading to external transfers to another University. We would not normally pay compensation where teach out of a programme is offered and delivered to you or where you have agreed to transfer internally to another programme.

68. Where we have awarded you a bursary, and a change of location or a transfer to another provider is required, then we will continue to fund you for the period to the end of the agreed term.

69. If we were to close your programme and transfer or teaching out were not appropriate options for you, then we will discuss with you the question of compensation. Subject to our legal liability, in any situation we will aim to and will develop a compensation package that is appropriate to achieve this aim for you.

70. In terms of the level of compensation we will use the OIA guidance as a guide: <https://www.oiahe.org.uk/about-us/reviewing-complaints/what-happens-when-a-student-complains-to-us/putting-things-right/what-about-distress-and-inconvenience/>.

How we will communicate about the student protection plan

71. This section is applicable to all students irrespective of level or mode of study.

72. This section of the student protection plan sets out information about how we will communicate with you about our student protection plan.

73. We will publicise our student protection plan to current and future students. We will publish the plan on our website in key locations in relation to the School’s policies, and in our A-Z web index. It will be linked from our prospectus online and on information pages for each degree programme. We will draw potential applicants’ attention to it in email communications before and after they make an application. It will also be one of the pieces which students need to confirm they have read when they re-enrol.

74. We will ensure that staff are aware of the implications of our student protection plan when they propose course changes by providing a general update to staff in all staff bulletins when the student protection plan is updated and revised each year, and the operation of the plan will be part of the induction programme for all new staff. In the process for course changes, we will ensure that all Heads of Department are briefed on the student protection plan.

75. We will review the plan annually and whenever there is a change in either our risks or our approach to handling them. A student protection plan review meeting is built into every academic year and included on the School’s planning timetable and agreed with the Students’ Union.

76. Where we plan to make changes to our courses that affect you or any other changes that impact on our activities that affect you, we will consult you about the proposed changes and will provide individual information, advice and guidance to you on your options. We will also develop a communications plan and we will have face to face meetings with all students that are affected by the changes. This section sets out how this will work in practice.

When and how we will communicate with you

77. The table below sets out when and how we would notify you if you were affected by one of the risks identified in paragraphs 7 to 21 above.

Risk leading to activation of the student protection plan	Specific timeframes for communication with students	Arrangements for communication
Learning and teaching risks		
Inappropriate conduct by staff or students.	As required, depending on the circumstances.	We will inform you of our policy on making informal and formal complaints about staff or students. Our student complaints procedure is shared with you on our website. You can raise concern with your Academic

		Advisor or your Head of Department, in the first instance.
We suspend a programme, in particular strategically important or vulnerable languages.	Applicants and students would be informed within ten days of approval.	We will communicate directly with you via email informing you of the change and offering the opportunity to attend in person or on-line Q and A meetings with Programme Convenors and 1-1 meetings with academic advisors to discuss your options before making a decision.
We lose specialist academic staff and therefore the School no longer has the specialist knowledge to continue teaching specific modules.	Students not usually informed specifically of staff changes. Communications re programme/module changes as above.	We will communicate directly with you via email informing you of the change and offering the opportunity to attend in person or on-line Q and A meetings with Programme Convenors and 1-1 meetings with academic advisors to discuss your options before making a decision.
We lose specialist professional service staff and therefore the School is unable to provide support services.	Students not usually informed specifically of staff changes.	We will communicate directly with you via email offering the opportunity to attend in person or on-line Q and A meetings with the Head of Department and Programme Convenors and 1-1 meetings with academic advisors or professional services staff as appropriate to the issue.
We make major changes to programme content for the subsequent year of your study.	Applicants and students would be informed within ten days of approval of change to programme.	Where we consult with students in the normal course of changes then course representatives would be involved in the process of planning changes. We will communicate directly with you via email providing a detailed explanation of the changes and offering the opportunity to attend in person or online Q and A meetings with Head of Department and Programme Convenors and 1-1 meetings with academic advisors or professional services staff.
International institutional risks result in you being	If the risk arose, the School would react within a reasonable	We will communicate directly with you via email providing a detailed

insufficiently supported or unsafe during your year abroad (including the location of the institution and consideration of its context).	<p>timeframe. However, the communication timeframe would be dependent on the circumstances that resulted in that risk.</p> <p>Students would receive regular communications with their department, as the situation develops.</p>	<p>explanation of the changes and offering the opportunity to attend in person or online Q and A meetings with Head of Department and the Year Abroad Coordinator and 1-1 meetings with academic advisors or professional services staff.</p>
Regulatory risks		
The School loses or has restrictions placed on its university status or its degree awarding powers.	Within 24 hours.	We will issue an all student communication via email and provide updated information on SOAS intranet pages – with online Q and A and information. We would provide a central email address for general enquiries and a department-led approach to in-person engagement.
The Office for Students withdraws the School's registration.	Within 24 hours.	We will issue an all student communication via email and provide updated information on SOAS intranet pages – with online Q and A and information. We would provide a central email address for general enquiries and a department-led approach to in-person engagement.
The School's Tier 4 sponsor licence is suspended or revoked.	Within 24 hours.	We will issue communication to all students on Tier 4 visas, via email and provide updated information on SOAS intranet pages – with online Q and A and information. We would provide a central email address for general enquiries and a department-led approach to in-person engagement.
The School loses accreditation of one or more courses.	Within 24 hours.	We will issue communication to all affected students, via email and provide updated information on SOAS intranet pages – with online Q and A and information. We would provide a central email address for general enquiries and a department-led approach to in-person engagement.

Infrastructure risks		
External events result in building or institutional closure	Within 24 hours.	We will issue an all student communication via email and provide updated information on SOAS intranet pages – with online Q and A and information. We would provide a central email address for general enquiries and a department-led approach to in-person engagement.
We need to close the School due to financial viability.	Within 24 hours.	We will issue an all student communication via email and provide updated information on SOAS intranet pages – with online Q and A and information. We would provide a central email address for general enquiries.
We need to permanently close a building in which we are teaching you.	Within 24 hours	We will issue an all student communication via email and provide updated information on SOAS intranet pages – with online Q and A and information. We would provide a central email address for general enquiries.
Your studies are disrupted due to industrial action.	In advance of the industrial action	We will issue an all student communication via email and provide updated information on SOAS intranet pages – with online Q and A and information. We would provide a central email address for general enquiries and a department-led approach to in-person engagement.

78. If we needed to permanently close a building in which we are teaching you, then we would ensure that you could continue your studies within a different building – how we would continue to teach you would be part of the decision-making about the building closure. We will issue an all student communication via email and provide updated information on SOAS intranet pages – with online Q and A and information. We would provide a central email address for general enquiries.

Information, advice and guidance

79. This section applies to all students irrespective of level or mode of study.

80. In the course of regular School business, the Information, Advice and Guidance (IAG) plan for students is well-resourced and will be carried out as below.

81. Where we are making significant changes to your programme, we will provide IAG from the Directorate of Student and Academic Experience, along with the Academic Departments. This will give you information about what changes are planned, how it will affect you, what your options are, how to get advice about to do, and how to tell us your preferred option. The IAG will include specialist advice that covers student advice and wellbeing, disability support, visas and immigration, mental health and counselling, Financial Hardships Fund and the Accommodation Office. We will develop the IAG in liaison with the Students' Union and student programme representatives, working closely with Head of Department and Programme Convenors to ensure that it meets your needs and covers the things that you need to know about. Representatives from the Registry, including the Quality Assurance Office, Fees Office and SLC loans and bursaries and Student Casework team will also be involved in developing and delivering the IAG. You will be able to engage with the IAG via the website, the student intranet and through the online teaching and learning platform. The IAG provided to you will be tailored to your needs and circumstances but will set out your options and be supported by one-to-one conversations.

82. Where the student protection plan is implemented and a large number of applicants and students are affected, we will ensure that enhanced IAG is available that fully supports all affected applicants and students.

Student engagement and consultation

83. This section applies to all students irrespective of level or mode of study.

84. Under normal circumstances, we will engage and consult with students about changes to programmes both directly and via student course representatives.

How to make a complaint about our handling of student protection matters

85. This section applies to all students irrespective of level or mode of study.

86. The IAG that you receive will ensure that you are made aware of the complaints procedure – this is also set out at: <https://www.soas.ac.uk/student-complaints/student-complaints-procedure.html>.

87. Once a complaint is received, SOAS has a Casework team that deals with all complaints submitted by students. During the recent strikes and the Covid 19 emergency additional resources were redeployed to support the Casework team in dealing with an increased volume of complaints. A further group of staff have been trained as investigators to increase the capacity to deal with an increased volume of complaints. Therefore if SOAS were to receive an increased volume of complaints, then we can draw on additional staff

who have already received training or by training further staff in the same way if needed. This will ensure that if you, as a student, make a complaint about how we have treated you or any other aspect of the student protection plan, we will be able to look into your complaint in a timely way.

88. In terms of the complaints process itself, the complaint investigators in the Casework team discuss cases with the Head of Department, the Academic Registrar, the Head of Student Advice and Wellbeing and representatives from the Finance and Accommodation teams. The investigation report is then reviewed by the Director of Legal and Governance services and the Student Casework Manager. If you have made a complaint, we will send you the report which includes the outcome of the complaint and an explanation of the decision. In reviewing the reports, the OIA 'Putting Things Right' document is used by the Student Caseworker manager to ensure that we meet good practice in both considering the complaint and providing information to you about the process and outcome for you: <https://www.oiahe.org.uk/about-us/reviewing-complaints/what-happens-when-a-student-complains-to-us/putting-things-right/>.

89. If a student is dissatisfied, they have the right of appeal to the Office of the Independent Adjudicator (OIA) which provides an independent ombudsman service for students.

Annex: Specific information on the restructuring process

2020-21 restructuring process and programme closure

1. This section applies to applicants and students irrespective of level or mode of study
2. We are undertaking a restructuring process over the end of the 2019-20 academic year and beginning of the 2020-21 academic year to address the risks around the long-term financial viability and sustainability of the School. By rationalising our academic provision which will include merging different programmes, we are aiming to offer you continuity of study by giving you the opportunity to transfer to merged, similar programmes run at SOAS, to be taught on your existing programme or to transfer to an external programme.
3. In taking this approach, we are seeking to minimise the disruption to your studies. This annex to the student protection plan includes more details about how this restructuring process may affect you and how we will support the continuation of your studies if this affects you. Where we will offer to teach out, transfer or provide exit awards and certification for successfully completed modules, the details of how this would work in practice are set out above in the main body of the student protection plan and are not repeated here.

Your options – current students

4. As part of our decision-making about this restructuring process, we have undertaken an extensive piece of analysis of all SOAS programmes and a comprehensive review of alternative programmes that are offered by other Universities in London, the South East and the UK as a whole. This has enabled us to identify where there are and are not similar programmes at SOAS, in London, in the South East of England and in the UK for most of the language programmes that we are intending to change. We will advise you of your options and we will help implement your choice, including facilitating an external transfer.
5. In some languages there are no other programmes in the UK. Here, we will need to consider teaching out as the preferred option. In the case of other subject areas, there are many more similar programmes to which you might transfer so we are optimistic that you will find a programme that meets your needs with minimal disruption to the continuation of your studies. We will outline your options and talk these through with you so that you can choose the best programme for you.
6. The majority of changes are likely to involve the merging of programmes and, for this reason, we are confident that an alternative programme within the School will be a fit for you. Our intention is to create improved programmes of study which are more attractive to you, give you a broader understanding of your area of study, improve your experience at SOAS and enable us to provide you with continuity of study.
7. In terms of your options, we will inform and discuss with you if there are other attractive and relevant programmes in the same or another department at SOAS that you

(which will include our Foundation Year students) can be encouraged to transfer to. For our current, including Foundation Year, students, we will write to you with detailed information on the changes to the programme, informing you of the rationale for these changes and a set of options available to you. You will be invited to meet with the Head of Department and the Programme Convenor to discuss your options and seek further advice and guidance before making your decision.

8. We are committed in our student protection plan to teach out programmes. We will ensure that the quality of your programme, the teaching provided, and your student experience are maintained to same level as would have been the case if your programme were continuing for future students.

9. It is possible, depending on student numbers or other factors, that we may not be able to offer a teach out option. If this applies to you, then we will support you to transfer to another provider to complete your programme. In this case, we would also provide you with details of the arrangements for fee refunds (if applicable) and compensation.

10. Details of teach out, internal and external transfer, and exit award and certification processes are set out above in the main body of the student protection plan.

Your options – applicants

11. If you are an applicant to SOAS who has accepted our offer but not yet started your studies, we will explore if there are more attractive and relevant programmes in the same or another department in SOAS to which offer holders (which will include Foundation Year students) can transfer. We will provide comprehensive Information, Advice and Guidance (IAG) to all affected applicants and students (see below).

12. If you do not wish to transfer to another programme, then we will release you from your offer of a place at SOAS so that you can apply to a programme at a different provider through the normal application processes. We will provide you with advice on similar programmes at other Universities to help you find a place at another University.

Enhanced information, advice and guidance(IAG)

13. If you are affected by the restructuring, we will ensure that enhanced IAG is available that fully supports all affected applicants and students. We will also discuss with you the following:

- a) **Internal Transfer option** – we will talk through the details of the programme highlighting similarities and differences between the programmes on offer and which ones are the closest match with your original programme of study, discussing the details of the learning outcomes, assessment model and the career prospects. Once you make your decision to transfer to a programme internally, we will make the necessary adjustments to your registration and provide you with all the details of the programme delivery and access to resources. You will also have the opportunity to meet with other students on

the cohort. We will monitor your experience through student feedback mechanisms on a regular basis.

- b) **Teach Out – we will talk though the teach out option.** Teach-out means that we will continue to deliver teaching on your current programme. You will study the core and compulsory modules of the programme but the number of optional modules available that you will be able to select from may be reduced.
- c) **External transfer option** – we will inform and discuss with you the options available to you externally at other institutions that match closely with your original programme of study at SOAS. If you choose to transfer externally, we will discuss with you what the transfer process will involve. We have undertaken a comprehensive review of alternative programmes offered by universities in London, the South East and the UK as a whole, that match with our programme portfolio. We will go through those options with you in detail, matching the learning outcomes, assessment requirements, duration of study, support services offered at the other institution, fee structure and career opportunities available to you. You will be able to compare and discuss these with your Programme convenor (subject expert) or your Academic advisor before making a decision.
- d) If you choose to take an external transfer to another University, we will set up a Student Experience and Protection Task and Finish Group to ensure that we have considered the impact of the transfer on your personal, physical, financial and emotional wellbeing as well as your academic success and outcome. We consider each compensation claim on a case by case basis where you are seeking compensation or additional payments in respect of programme closures leading to external transfers to another University . We would not normally pay compensation where teach out of a programme is offered and delivered to you or where you have agreed to transfer internally to another programme. We will compare the other University you have chosen for an external transfer with SOAS to establish the differences in academic and student support services that might have any adverse impact on you. The terms of reference for Student Experience and Protection Task and Finish Group are provided below:

“To consider, discuss and agree the impact of the external transfer with the student:

- i. Tier 4 visa and implications of transfer;*
- ii. Tuition fee differential;*
- iii. Access to Bursary and hardship funds;*
- iv. Travel to the University and any re-location expenses;*

- v. *If carer, any childcare/additional expenses due to changes in teaching hours;*
- vi. *If relying on part-time employment for income, impact on financial situation due to different timetable and/or location of X University;*
- vii. *Student Loans transfer to X University;*
- viii. *If in Accommodation/Halls of residence, consider release from contracts and compare costs at X University;*
- ix. *Academic results, including resits and credits achieved at the time of transfer;*
- x. *Any special adjustments or mitigating circumstances to be agreed at X University;*
- xi. *Access to support from counselling, mental health experts, if required;*
- xii. *Financial compensation, if required.”*

14. After these stages are complete, we will undertake a review of how effectively the student protection plan protected students and whether this worked as intended. We will also identify opportunities to strengthen the plan to ensure future students continue to be appropriately supported to continue their studies.

15. Once we have taken decisions about changes to programmes, we will write to all affected applicants and students setting out the changes as described above; the choices available to them (teach out, internal transfer, external transfer, compensation); the support available for making a decision; the process for informing the School of that decision; and the compensation, refunds and complaints procedures set in place for them where applicable. We consider each compensation claim on a case by case basis where you are seeking compensation or additional payments in respect of programme closures leading to external transfers to another University . We would not normally pay compensation where teach out of a programme is offered and delivered to you or where you have agreed to transfer internally to another programme.

16. This correspondence and online information will be backed up by targeted engagement with affected applicants and students, to include briefing and information sessions and Q and As with Heads of Department and Programme Convenors. Students will have the opportunity to attend 1-1 sessions with Heads, Programme Convenors and/or Academic Advisers.

17. We will ensure that Students’ Union sabbatical officers and student programme representatives are briefed about the changes and encouraged to hold peer-to-peer sessions for information and discussion.

18. The Directorate of Student and Academic Experience will provide extra support to more vulnerable students, as appropriate to ensure individuals receive the support that they need. This will include IAG from Student Advice and Wellbeing; Student Experience and Engagement; and the Student Disability Office. We anticipate that students will require IAG in relation to – alongside the changes in their academic offer – disability and mental health support, finances (e.g., tuition fees, student loans, bursaries), accommodation, relocation, part-time employment, resits, mitigating circumstances, visas and other matters.

19. We will keep all students – including those not directly affected – informed of changes to the School’s degree provision and the student protection and experience measures set in place through internal communications and the setting up of a dedicated site on the School website/intranet.

20. The effectiveness of IAG will be monitored principally through the tracking of the decisions made by students; the collection of feedback from students; and the student complaints procedure. We will follow-up with affected applicants and students in September-October to assess whether the anticipated protections have been effective.

21. Students will also be advised that independent advice is available from the casework team and the Students’ Union.

How will you decide if I can get compensation?

22. The process for applying for refunds and compensation will be a key part of the information, advice and guidance that we will provide to affected students. In addition, we will provide independent advice and support from the case work team and from the Students’ Union.

23. We process all compensation claims through the same procedure regardless of the circumstances that have resulted in the claim being made. All claims are considered against the same framework to ensure consistency and fairness of outcomes. We have developed a standard compensation package for students affected by the restructuring process and we have developed a standard compensation package . If we withdraw a programme and you decide to transfer externally to another provider, then a compensation payment of up to £2,000 for distress and inconvenience would be a typical compensation package. However, we will look at your circumstances in deciding the compensation level that is appropriate for you.

24. We consider each claim on a case by case basis where you are seeking compensation or additional payments in respect of programme closures leading to external transfers to another University . We would not normally pay compensation where teach out of a programme is offered and delivered to you or where you have agreed to transfer internally to another programme.

25. The Student Experience and Protection task group has expertise on UKVI visas, accommodation, SLC student loans, disability and wellbeing. The task group will manage the

process of considering individual student circumstances and recommending compensation payment levels. In doing so, it will consider individual student circumstances (see pages 14 and 26).

26. External transfer support measures will be considered by the Student Experience and Protection task and finish group in the form of consultation with the other University to find comparable support provision in the first instance. If that is not possible, a form of financial compensation will be discussed with the student.

How we will engage with and consult you if you are affected by the 2019-20/2020-21 restructuring process

27. The IAG measures outlined on pages 23-25 will provide applicants and students with the required information about changes to degree provision affecting them and the options available. These measures include a range of individual engagements with affected students. We will consult with the Students' Union and the student representatives on the actions taken by the IAG and the Student Protection Panel on a regular basis to ensure that we receive feedback and make necessary adjustments and improvements to the IAG plan, if required.

28. Immediately after IAG is made available to applicants and students will be contacted and following extensive IAG, applicants and students will be requested to indicate their preferred way of proceeding by 17th July by writing to them individually by email and follow up with a phone call, if required. Applicants and students can indicate their choice by email, or in writing if they prefer; where an applicant or student indicates their choice by telephone, this will be captured through the Admissions team and Departmental Managers who will then report to the Director of Student and Academic Experience. A dedicated Student Protection Panel will review applicant/student choices within 10 days of receiving the confirmation from the individual to ensure that they represent an appropriate outcome for each applicant/student and offer further advice where needed. The Student Protection Panel will comprise of the Head of Department or Programme Convenor or both, Department Manager or Professional Service staff and Student Advice and Wellbeing or Registry representative.

29. The options agreed with applicants and students will then be implemented by the Student Protection Panel. Where applicants and students remain at SOAS (teach out, internal transfer), follow-up engagements to ensure that student interests have been protected and needs met will be scheduled during term 1 of 2020-21. Where the student has transferred out to another institution, we will maintain contact with them in the Autumn term to ensure the student has settled in. We will write to the students impacted by the change within 14 days of transfer, internal and external, to follow up and request feedback, which will be reported to the Student Protection Panel for further action, if required.

30. The key processes and milestones that are relevant to you if you are affected by the restructuring process include:

Publication of the student protection plan	17 June 2020
Proposed final deadline for student decisions on available options	17 July 2020
Meetings of the Student Experience and Protection Task and Finish Group to implement students' decisions and consider compensation in relation to individual student circumstances, if required	20-31 July 2020
Liaison with other providers to facilitate and complete external transfers	20 July-15 September 2020
Completion of internal degree transfers	15 September 2020

How to make a complaint

31. This section applies to all students irrespective of level or mode of study.
32. The IAG that you receive will ensure that you are made aware of the complaints procedure – this is also set out at: <https://www.soas.ac.uk/student-complaints/student-complaints-procedure.html>.
33. Once a complaint is received, SOAS has a Casework team that deals with all complaints submitted by students. If SOAS were to receive an increased volume of complaints in response to the 2019-20/2020-21 restructuring, then we can cope with this increase by drawing on additional staff who have already received training or by training further staff as needed – this approach was successful in responding to the challenges of the Covid-19 pandemic. This will ensure that if you, as a student, make a complaint about how we have treated you or any other aspect of the student protection plan, we will be able to look into your complaint in a timely way.

The terms of this student protection plan are in addition to (rather than in replacement of) students' rights under consumer protection law, including (but not limited to) the Consumer Rights Act 2015. In addition, for the avoidance of doubt, the terms of the plan do not constitute mandatory statutory or regulatory provisions under section 73 of that Act.