

# COLLEGE OF HEALTH t/a THE MCTIMONEY COLLEGE OF CHIROPRACTIC

## STUDENT PROTECTION PLAN

**Provider Name:** The College of Health t/a the McTimoney College of Chiropractic

**UKPRN:** 1006650

**Legal address:** 1 Kimber Road, Abingdon, Oxon, OX14 1BZ

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### **What is the Student Protection Plan?**

1. This Student Protection Plan (the "Plan") sets out what measures we would take to protect you as our student in the event there is a risk to the continuation of your studies at the College of Health t/a the McTimoney College of Chiropractic (the "College"). The Plan must be approved by the Office for Students ("OfS") and every provider of higher education registered with the OfS must have a Plan in place.
2. This Plan details the risks that the College has identified to students, the likelihood of those risks occurring, the impact the risks may have on your programme of study and the College if they did occur, and what action the College would take to ensure you are able to continue your studies via 'teach out' of your programme.

### **How are the risks identified?**

3. This Plan addresses a range of risks including those that have been identified by us and/or the OfS that affect all higher education providers on its register as well as those that are specific to the College, such as our relationships with multi-national, industry leading partners.

## What do we do about the risks?

4. For each risk that we have identified below we also set out the action that is either already in place or would be taken if the risk were to occur. This is called mitigation and reduces the impact of the risk event on the operation of the College and the delivery of our programmes.
5. Mitigation is part of a wider strategic and operational strategy that plans for risk and seeks to put measures in place quickly to negate the impact of that risk. Risks range from everyday operational issues, such as an IT failure, through to unpredictable, catastrophic events that result in the unplanned closure of a programme or of the College itself. In all such cases the College has a communication strategy in place to alert you to the event and the action that we will be taking (see below for further details).

Risk	Risk Level	Context	Mitigation
<p><b>The College is no longer able to operate, or no longer intends to operate.</b></p>	<p>Very Low</p>	<p>Other than because of the other risks set out below, this would only happen where the business had become unviable financially.</p>	<p>The College Business Plan is based on known student demand over more than two decades. The College financial plan is underpinned, in addition to student fees, by philanthropic investment and a guarantor to enable the teach out of provision. Staff contracts provide for sufficient notice periods to enable replacements to be found.</p>

Risk	Risk Level	Context	Mitigation
<p><b>The College is no longer able to award the qualifications for which students are registered because the OfS has varied or revoked the College's registration and/or a validating partner has withdrawn validation and/or a professional body (such as the GCC) has withdrawn accreditation.</b></p>	<p>Low</p>	<p>This may occur where the College was not fully compliant with the expectations of the professional body's conditions of accreditation, OfS Regulatory Framework, the College's Conditions of Registration, the QAA UK Quality Code, the Equality Act 2010, or equivalent regulation relating to standards, quality or integrity.</p>	<p>The College has processes in place to ensure that it strives to be fully compliant with the requirements of its professional, accreditation bodies' requirements, OfS Regulatory Framework, the QAA UK Quality Code, the Equality Act 2010, the CMA guidance to Higher Education Institutions and other salient codes and advice. The College has incorporated these into its regulatory infrastructure, thereby reducing the likelihood of contravention.</p> <p>Any contravention that came to light would be treated with the utmost gravity and the College would seek to remedy the breach and negotiate an action plan with the relevant regulatory body at the earliest opportunity.</p> <p>If the College was no longer able to award the qualifications, the College has the financial capacity to teach out students then enrolled on its programmes.</p> <p>Where teach out was not permissible the College would seek to (a) provide advice and guidance to its students on their options; (b) place its students with other providers, and (c) enact the terms of the Refund and Compensation Policy as applicable to each individual case.</p>

Risk	Risk Level	Context	Mitigation
<p><b>The College is no longer able to deliver a programme or specialist components of a programme.</b></p>	<p>Low</p>	<p>This may occur where:</p> <ul style="list-style-type: none"> <li>• industry practice or new discoveries change so rapidly that a programme becomes outdated;</li> <li>• there is insufficient demand for the programme from industry or students;</li> <li>• the regulatory requirements and resources to deliver the programme become disproportionately onerous;</li> <li>• the College loses a key member of staff in a specialist area; or</li> <li>• where the College is unable to provide resources such as patients or animals.</li> </ul>	<p>The College’s programme designers and tutors are connected to and part of the chiropractic profession and are required to be abreast of current developments to ensure programmes are current and relevant.</p> <p>The College would, wherever it was in the student’s interests, teach out the programme utilising, if necessary, its financial reserves.</p> <p>The College would offer students enrolled on the relevant programme the opportunity to transfer to another programme of their choice. 4. The College would facilitate the transfer of students to another provider.</p> <p>The College would enact the terms of the Refund and Compensation Policy.</p> <p>The College approach is to appoint sufficient members of staff to provide contingency where a member of staff is ill or leaves the College.</p> <p>The College has strong links with the sector and industry in its cognate areas and would seek to quickly appoint fractional staff to cover any gaps.</p> <p>The College’s provision will be at degree level where such specialist knowledge is unlikely to be a threat to the delivery of a component. 9. The College may choose to schedule additional teaching from specialists outside the normal curriculum and compensate students for any costs incurred, in accordance with the Refund and Compensation Policy.</p> <p>10. The College has an established reputation in the local communities within which it has centres. This provides a consistent, secure and timely supply of patients on which students may practice. The same approach to promoting and establishing links would be used in any new centre. In addition the College has sufficient staff, students and alumni who are willing to act as patients to meet demand.</p> <p>11. With regard to the provision of specialist resources such as horses for animal chiropractic, the College has long standing arrangements with a number of stables, vets and other institutions that ensure a consistent and sufficient provision of subjects. Should this situation change to the extent that students could not access the resources in the way required, the College would introduce</p>

			(a) alternative timetables for accessing the resources required and (b) revise the programme delivery to ensure the outcomes could be met at other stages or through other methods in the programme.
<b>Risk</b>	<b>Risk Level</b>	<b>Context</b>	<b>Mitigation</b>
<b>The College is no longer able to recruit or teach a particular type of student.</b>	Low	The nature of the College's provision requires a high bar to entry in terms of commitment, potential, ability, and fitness to practise. The nature of the College's programmes also means that students are taught face to face with limited material delivered online. Consequently, it is difficult to see a type of student that is currently able to access the programme who would be prevented from doing so because of any future changes, with the exception of an increase in fees.	The College does not plan to change its delivery in any way that would narrow the potential range of students able to apply to it. The College is planning to continue to expand its offering which would increase the potential for students from disadvantaged backgrounds to access the programmes. The College is aware that some of its current and planned programmes, such as chiropractic, are less well known than other forms of healthcare and will seek opportunities to promote them further. The College will regularly review its programmes and refresh these accordingly to keep up with changes in student demand.

Risk	Risk Level	Context	Mitigation
<p><b>The College's learning and delivery platforms or critical IT facilities are disabled.</b></p>	<p>Medium</p>	<p>Other than for routine maintenance or unscheduled short periods of downtime, this might occur where there is a significant failure in the software within the College, or where there is an adverse effect from a routine external source such as electricity surges or where there is a malicious cyber or terrorist incident.</p>	<p>The College will have in place published maintenance schedules for its IT infrastructure and learning platforms.  The College will have in place alternative sources of power should there be a power fault.  The College will have in place a catastrophe or critical incident plan that provides potential remedies to the failure of its IT and learning platforms. These may include: disaster recovery, back-up provision, and the use of alternative systems; the use of hard copy resources; and the re-timetabling of provision including assessments where necessary.</p>
<p><b>The College loses key members of staff</b></p>	<p>Medium</p>	<p>It is likely that the Collegewill lose key members of staff from time to time. This is to be expected and is a natural part of staff development and promotion. The issue becomes critical when the timescales involved are shorter than usual (E.g. long term sickness)</p>	<p>The delivery of the College's provision will be supported by succession and contingency planning which will include having more than one tutor able to cover a subject area, the ability to attract and appoint fractional and associate staff quickly.  Information and materials on programmes and modules will be held and stored on the College VLE that enable ease of access to other members of staff in addition to the primary members of staff;  3. In the event of a key member of staff leaving suddenly and where replacement staff are not immediately available, the College will seek to reshape the timetable and reschedule the delivery. In such cases students who are inconvenienced and incur additional costs will be able to invoke the Refund and Compensation Policy.</p>

Risk	Risk Level	Context	Mitigation
<b>The College has to close or move one or more of its delivery locations.</b>	Low	The College has established premises for teaching in Abingdon and may seek to add additional teaching space in the locale of Manchester. The College will be delivering from a new site in Northern Ireland from January 2025.	The College would continue to deliver programmes at any site at which a student had been registered until that contract was fulfilled. Consequently, any centre closures would be planned and gradual. In the latter stages of closure where there may be insufficient numbers of local staff to support a programme, staff from other locations would be contracted to teach at the closing centre. Where the student learning experience was affected by small cohorts, students would be invited to join cohorts at other centres. Any costs incurred would be met by the College in accordance with the Refund and Compensation Policy. The College has entered into an agreement with Ulster University to use their teaching premises on its Magee Campus for the purposes of our new teaching location from January 2025.
<b>The College changes its awarding body</b>	High	The College may, from time to time, change the partner which acts as the awarding body for its degrees.	<ol style="list-style-type: none"> <li>1. The new awarding body would only be applied to new student intakes.</li> <li>2. Potential applicants would be informed of the new awarding body through marketing materials and during the recruitment process (e.g. during open days, in interviews and in offer letters).</li> <li>3. Existing students would have the choice of remaining with the current awarding body or to transfer to the College (if they were not already) and to come under the new awarding body.</li> <li>4. The terms of any agreement with a new awarding body would be at least equivalent if not better than those enjoyed under the current awarding body.</li> </ol>

6. In the event that we could not mitigate the impact of a risk event taking place through preemptive action, we would seek to identify the extent of the damage the event had on you, your opportunities and the costs incurred. We would then seek to remedy the loss you experienced according to your individual circumstances.

7. In extreme cases this may mean offering you the opportunity to study other modules or programmes at no additional cost, or transferring you to another institution offering similar programmes. You may also be eligible to have your fees repaid and/or have your costs and expenses refunded which were incurred as a result of a transfer to another institution or because of a delay in completion of the delivery of the programme.

#### **How do we communicate with you in the event of a risk event taking place?**

8. In the event there are any material changes to a programme of study or the College which would affect you, we will notify you by email within 10 working days of this Plan being triggered. We will provide details of the material changes, their impact upon you and provide advice and guidance on the options open to you and the ways in which the changes can be mitigated. Our advice and support will be tailored to the individual circumstances of each student. However, wherever possible we will seek to address the concerns and needs of the student body or programme cohort as a whole.
9. Where a risk is low, for example the VLE being offline for routine maintenance during the night, information will be published on the VLE in advance and on our website.
10. Any material changes to your programme of study, over which we have control, would not be implemented without prior agreement with you and the student body where they affect the contractual arrangements we have made with you. Where the change is required as a matter of integrity and validity of the programme, such as a change to a learning outcome on a particular module, we would expect to give you at least a term's notice of the change.

#### **How will we communicate the Plan to you?**

11. The Plan will be published on our website and on the VLE. The Plan will also be referenced appropriately in our communications with you during the recruitment and admissions process, including in the Terms and Conditions of Acceptance of Offer.
12. The College will ensure its staff are aware of the implications of the Plan when they propose changes to modules by including reference to the Plan in module approval documents.

#### **How will the Plan be developed and what input will you have into it?**



13. The Plan will be monitored by the Senior Leadership Team as part of the College's ongoing risk assessment procedures against circumstances locally within the College , with our regulators and partners and national policy and events.
14. The Plan will be subject to a formal annual review by the Academic Council and the Board of Directors. The College will involve the student body in the review process by inviting feedback from the College's student body through the student representatives.
15. If you have any comments or queries about the Plan please contact: [academic@collegeofhealth.uk](mailto:academic@collegeofhealth.uk)

### **Refund and Compensation Policy**

16. The College's Refund and Compensation Policy ([available here](#)) sets out the circumstances in which we would refund your tuition fees or a proportion of them, whether that is to you, your sponsor or the Student Loans Company, and what additional compensation may be available to you in the light of the costs and expenses you may have incurred as a direct result of a failure on the part of the College to preserve the continuity of your study.