

**ISTITUTO MARANGONI LONDON
STUDENT PROTECTION PLAN**

ACADEMIC YEAR 2020 – 2021

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1. INTRODUCTION

Istituto Marangoni, the London School, delivers validated foundation, undergraduate and postgraduate education (via collaborative partnership validation agreements with Manchester Metropolitan University (Manchester Met) in fashion design, fashion styling, fashion business, interior design, visual design and product design). In common with all other registered higher education providers, the London School is required to publish, maintain and update its Student Protection Plan as part of its registration with the Office for Students (OfS). This Plan describes any potential risks to continuity of study, the measures in place to mitigate such risks, how the School communicates and reviews its plan and sets out its Refund and Compensation Policy and Complaints process.

2. AN ASSESSMENT OF THE RANGE OF RISKS TO THE CONTINUATION OF STUDY FOR STUDENTS

The London School's most recent financial accounts demonstrate that the School is in a sound financial position with an overall income of £16,099.565 and pre- and post- tax profits of £7,058,262 and £6,008.920. The annual Financial Sustainability, Management and Governance return demonstrates credible and prudent financial forecasts with ongoing financial health generating a sizeable surplus each year for reinvestment in learning resources and continues to maintain sizeable reserves. The School carefully manages student forecasts and associated investment year on year to enable sustainable and managed growth. The overall financial health of the School and its oversight of financial management and risk has also been independently verified through the independent, external financial audit undertaken each year. The risk therefore, that the London School is unable to continue operations is low. The risk that the London School will be required to close, or suspend delivery of, programmes is also deemed low.

Nevertheless, the London School mitigates against high impact risks such as, for example: failure to meet required standards for UK higher education registration, covid interruption, regulatory compliance or quality assurance standards, termination of Manchester Met partnership, loss of the School's UKVI high trusted visa sponsorship status, loss of building operations or estate or failure to deliver the validated academic portfolio. Furthermore, the London School Audit Committee monitors the School's Risk Register, which assesses risk wholly, at an institutional level. This includes monitoring the School's overall financial position and sustainability and overall academic performance, student learning experience and academic standards.

The likelihood that the London School may fail to meet or maintain required standards for UK higher education registration, regulatory compliance or quality assurance standards is low. Since 2016, the School has continued to achieve successful outcomes for: OfS Registration 2019, Quality Assurance Agency HER Review (2016), Quality Assurance Agency Annual Monitoring (2017, 2018 and 2019), and Manchester Met Partnership Review (2017). It has maintained compliance with all monitoring, assessment and data reporting requirements including UKVI BCA compliance (2017, 2018, 2019 and 2020), UKVI Tier 4 Compliance Visit (2019), Higher Education Statistics Agency (HESA) submissions (2016, 2017, 2018 and 2019), HESA Audit (2017), DLHE (2016 and 2017), Graduate Outcomes (2019 and 2020), Prevent (2015-2020) and OIA (2016-2020).

Following OfS registration and OfS confirmation that there is no cap on eligible student numbers accessing student loan support on eligible including the designation of new courses, the likelihood that the London School may require further action to ensure compliance with government funded student loans control is low. No further action was required of the London School; however to mitigate against this risk in 2017/2018 the School Director reports

to the School Board and the Audit Committee ensuring this area is closely monitored and to provide additional institutional assurance.

The risk that the collaborative agreement and validating partnership with Manchester Met (first established in 2011) will be terminated in advance of the next contract renewal date (2023), impacting upon undergraduate and postgraduate awards given by Manchester Met is low, given the successful renewal of our Institutional Partnership (undertaken in 2017 and valid for 6 years), our successful BA (Hons) revalidation (and associated agreement - renewed in 2017 and valid for 6 years), our successful

Design portfolio validation (2018), MA revalidation (2018) and, most recently, Foundation validation (2019) with associated agreements valid for the next 6 years. The agreement(s) between the two institutions provide a clear legal framework governing any notice or teach out periods to ensure all students will continue to be supported to enable them to complete their programme.

Following successful UK Visa and Immigration (UKVI) Licence Renewal (for 4 years) in 2017, the School has an established track record of compliance with the terms of its UKVI Sponsorship Licence, including its monitoring and reporting requirements via the Sponsorship Management System (SMS). The School continues to maintain a low refusal rate and undertakes regular internal audits to ensure its record keeping is compliant with UKVI requirements. Most recently, the School has been granted work during study rights (2019) when tier 4 students (alongside UK and European students) who have enrolled to our undergraduate and postgraduate degrees after 1 August 2019, are able to work 20 hours per week during term time and full-time during vacations. In addition to this, students studying a course below degree level (level 3 students) are able to work up to 10 hours per week during term time and full-time during vacations. Whilst it is recognised that the impact would be significant, the risk that the London School will be unable to offer Tier 4 highly trusted status sponsorship for International students is very low.

The likelihood that the London School will no longer be able to deliver programmes at our Fashion Street site is deemed low due to length of previous tenancy (15 years, since School opening in 2003), recent (2016, 2017) School renovation (ensuring estate development, building operation and building control compliance) and lease renewal (2019), however the impact of loss of building operations or loss of access to site is understood as moderate. Since its opening, the School has successfully operated from the site, with tenancy and building compliance, continually investing in the premises, improving academic and social facilities for students, and maintains a healthy annual capital expenditure budget. Building occupancy has been fully modelled for planned, sustainable student number growth, with related architectural and estates development plans for the next three years in place.

In the event of disruption caused by a major localised incident (such as flood or fire) or a major local, national or global incident the School will take appropriate steps to maintain continuity of study while also complying with all relevant government, legal and sector regulatory requirements. In such instances, the School will not change the content or academic standards of the programme although in some instances it may involve a material change to the mode or pattern of programme delivery.

The likelihood of impact upon student protection, should the London School not be able to deliver specific foundation, BA (Hons) and MA course titles in the next three years is very low, given clear pathway operational planning thresholds and timescales and applicant designation for named awards, providing resourcing and progression/ completion certainty. The School's outbreak planning not only also been developed.

The risk that the London School is no longer able to deliver material components of approved and validated courses is low because the School units and courses have been designed to be taught by integrated teams of academic staff, with professional currency and academic expertise. Throughout the Covid-19 pandemic during 2019/2020 the School was also able to put in place appropriate measures to maintain delivery of the material components of all its approved and validated courses and the risk of not being able to do so in the future remains low.

The likelihood that the London School is not able to deploy adequate expert staff or tutors within specific courses is very low given the use of visiting tutors/ visiting senior tutors widely available close to the School's location (central London) due to the proximity of other subject-related higher educational institutions.

The risk that the School is no longer able to recruit or retain EU students due to the impact of Brexit and implementation of the transitional arrangements is moderate in recognition of the School's relatively diverse student and staff population of which a significant proportion are from the EU or EEA. While we remain committed to maintaining and supporting staff and student recruitment and progression we recognise the risk that the EU withdrawal agreement could have a negative impact on the study and work aspirations of our European colleagues.

3. MEASURES IN PLACE TO MITIGATE RISKS

We believe that there is minimal risk to the continued delivery of the School's validated programmes, and therefore minimal risk to the continuation and completion of study for students. However, in the very unlikely event of the risks noted below crystallising, measures would be activated as follows:

In the unlikely event that the London School was unable to continue operating approved programmes, the interest of students would remain paramount and students would be enabled to complete the programme on to which they have enrolled. The London School and its validating partner (Manchester Met) would support students during the 'teach out' period, which would usually be until all enrolled students have completed their approved, validated programme. The School would also make sure to provide appropriate opportunities for transfer to other relevant programmes. In the case of students studying validated higher education provision at the London School; to programmes offered at the degree awarding partner Manchester Met, or elsewhere. In each instance, the School will make sure to offer appropriate compensation for students who have suffered a material, financial loss as a result and in accordance with the applicable terms and conditions.

If the London School became unable to offer government-funded student loans, the London School will put in place a targeted UK student scholarship scheme (in addition to its existing student scholarship scheme) to support applicants' access to the School and to protect continuation of their studies once enrolled on the programme.

If due to estate or building operation, the London School was unable to deliver programmes at our Fashion Street site, first of all, it would seek to ensure not to close the building while the academic period (teaching session) was underway. In the case of any unexpected emergency events or force majeure, the London School would ensure to inform students as early as possible by providing detailed information about other suitable premises location, moving programme delivery within alternative estates, where arrangements were deemed to be fair and reasonable. In response to COVID-19, the School implemented a transition to hybrid blended learning following the temporary closure of its buildings during the pandemic. The School is reverting back to face-to face hybrid teaching for the 2020/2021 academic year, while maintaining social distancing and following all relevant government, and public health regulations. Students will also be able to access their courses via blended learning where this is necessary to maintain continuity of study for specific students and/or in response to any changes in Covid-19 restrictions. Similarly, students will be kept informed of any changes to their timetable as a consequence of the need to maintain social distancing. In addition to the School reverting back to face-to face teaching for the 2020/2021 academic year, we will also be continuing to maintain blended learning for students who are unable to initially participate in face- to face teaching and/or are subject to any further lockdown or travel restrictions.

In the unlikely event that the London School was unable to offer Tier 4 visa sponsorship for International students, it will make sure to work closely with UKVI to allow its students to complete their current year of study. The School will also ensure the provision of appropriate transfer opportunities making sure to offer appropriate compensation for students who have suffered a material, financial loss as a result and in accordance with the applicable terms and conditions. In cases where applicants have not yet started their programme, the London School would contact them as soon as possible and offer a study suspension or transfer opportunity. To mitigate against any impact in response to the impact of deferrals from EU students the School has also taken steps to ensure it will have a sufficient CAS allocation thereby minimising any risk to continuity of study.

If the London School decided to suspend the delivery of validated programmes due to operational thresholds, it would be sure to communicate to all applicants and students in a timely manner assuring them that they will be able to continue their studies on an equivalent programme or provide an opportunity to transfer to other relevant validated higher education programmes at its degree awarding partner Manchester Met or elsewhere, making sure to offer appropriate compensation for students who have suffered a material, financial loss as a result and in accordance with the applicable terms and conditions.

If the London School were unable to deliver material components of validated programmes during the designated academic period, the London School would put in place suitable alternative arrangements (agreed with Manchester Met). Students/applicants affected would also be considered for compensation in accordance with the applicable terms and conditions. Major and material changes to programmes would not normally take place in-year and would apply to the next cohort of students. Applicants are always informed of any material changes in sufficient time to be able to consider if they wish to change their choice of programme and/or withdraw their application at any stage in the admissions process.

Where it is necessary to make material changes students will be consulted about these changes and both applicants and students will be informed of such changes prior to their implementation. In response to local, national or global incidents it may, however, in some cases be necessary to make material changes to programme delivery in order to maintain continuity of study.

The School remains committed to recruiting, supporting and maintaining a diverse student and staff population consistent with its international and global identity. Its commitment to retain its European student and staff population remains equally strong. To mitigate against a potential fall in student or staff recruitment the School has developed a clear strategy for ensuring that the terms of the EU Settlement Scheme are communicated and understood by eligible staff and students. Clear and accessible information for applicants and prospective applicants also ensures they understand what they need to do when applying to study in the UK. Applicants, prospective applicants and students are supported and receive timely information and advice by the admissions and student services team as appropriate. Similarly, members of staff have received clear information on how to apply through the EU Settlement Scheme with support from the Human Resources Department. The School is committed to ensuring that job applicants from the EU continue to be considered on their merit and receive information and support on what they need to do to qualify to work in the UK.

4. INFORMATION ABOUT REFUND AND COMPENSATION POLICY

The School ensures that applicants as well as students are fully aware of the terms relating to the refund of tuition fees and other relevant costs paid, which are stated in our terms and conditions (T&Cs). The T&Cs are provided to applicants during the early stages of the application and enrolment process, and to current students annually during the re-enrolment process through the admissions portal. The T&Cs make explicit that the School will refund the enrolment fee as well as any other fees paid to the School under our contract if:

- | The School does not accept a student's application
- | The applicant cancels a place on the Programme within the requested time frame
- | The School terminates the contract because of the applicant not being able to meet the relevant English language requirements
- | The applicant's visa application is not granted

The T&Cs also make explicit applicant and students' rights with regard to: Refunds

- | Conditions where students who pay their own tuition fees are eligible for refund
- | ~~XXXX~~ Conditions where students in receipt of a tuition fee loan from the Student Loans Company are eligible for refund;
- | Conditions where students whose tuition fees are paid by a sponsor are eligible for refund;
- Conditions if the School were unable to maintain continuity of study in response specifically to COVID-19 disruption as well as more generally;

Compensation

- | Conditions where the payment of additional travel costs for students affected by a change in the location of their course are eligible for compensation
- | Conditions where the School commits to honour student bursaries
- | Conditions where compensation for maintenance costs and lost time due to the School's inability to preserve continuation of study
- | Conditions where students are required by the School's inability to deliver, to transfer courses or School are eligible for compensation of tuition and maintenance costs

The T&Cs also set out the steps the School will take to minimise any disruption in response to events outside its own control that may hinder or delay students' access to services, teaching or facilities. For 2020/2021 it has also developed a range of measures at no extra cost to the student to enable continuity of study including the option to defer, initially study online or in specific cases claim a refund.

With regard to assessed marginal risk of non-continuation of study; the London School's most recent financial accounts demonstrate that the School is in a sound financial position. In addition, students are required to pay tuition fees for the year in full prior to starting/continuing their programme. As such, the School is in a strong cash position at the beginning of each academic year and also benefits from having significant financial reserves that will enable it to meet any financial obligations in relation to refunds or compensation to affected students.

5. COMMUNICATION

The London School publishes the Student Protection Plan on the School's website and it is uploaded to the School's student intranet.

In advance of each new academic year, all staff are made fully aware of the Student Protection Plan and their responsibilities within that, particularly with regard to implications arising from proposed changes or modifications to validated programmes.

The London School will make sure to engage with, and subsequently give reasonable notice to, students and applicants when the School needs to make material changes to their programme. All changes will be identified ahead of prospectus printing, where possible, and the School's website will be updated within 10 working days after changes have been formally approved.

If the School needs to implement the measures in our Student Protection Plan, we will institute a dedicated hotline, email, FAQ and drop-in support service (including academic and professional service staff and independent advice) to support students collectively and individually. Alongside this, the School will seek to support student transfer arrangements as applicable (with our partners, other local UK Higher Education providers or internally, across the global network of Istituto Marangoni Schools, in line with student choices).

6. REVIEW OF THE PLAN

The London School reviews the Student Protection Plan annually via the London School Board, the Audit Committee and, ultimately, the Board of Governors. Student Representatives participate in the annual review, as well as the appointed Student Governor. In addition to this, the School will make sure to inform students if there are to be material changes to their programme, communicating with current or prospective students through the Admissions Team (applicants) and Quality Assurance Office (enrolled students), ensuring appropriate advice is provided so that students can make informed decisions on the continuation of their studies.

7. COMPLAINTS

In case students are not happy with the content provided, they can raise a complaint using Istituto Marangoni London Student Complaints Procedure available [here](#).

8. DOCUMENT REVISION

Document	IM London School OfS Registration, Condition C3
Approved by	London School Board
Approved date	October 2020