

1. Introduction

This plan sets out the measures that LCCM AU UK (the “College”, “We”), its parent company Global University Systems (“GUS”) and its validating partner, the Open University (“the University”), will take in order to protect the student interest and assure continuity of study in the event of course, campus or College change or closure.

This plan has been approved by our parent company and by the University. The measures contained in this plan are in addition to your statutory rights, which remain unaffected.

2. Our commitment to you as a student or prospective student

- a. If you start a programme at LCCM, you will, as an enrolled student, have the opportunity to complete your studies at LCCM or at a University- approved alternate provider. This is the guiding principle of this Plan.
- b. We will include student consultation and representation in our own decision-making.
- c. Should this protection plan need to be triggered, you will be contacted by a member of the Programme Administration team (studentservices@lccm.org.uk) within 2 College working days of the date on which an applicable change was decided upon or notified to the College.
- d. We will take reasonable steps to avoid implementing change during an academic year or making changes close to the start of an academic year.
- e. Should the location of your programme change, we undertake to keep this within Greater London.
- f. In the event of programme closure, we will take reasonable steps to ensure that existing students may complete their current programme by teaching out the programme to the original timescale at LCCM.
- g. Where the changes are such that existing students may not be able to complete their current programme, we will ensure that in all cases that students may continue their studies at LCCM for a “continuity period”, as a minimum of two terms, while solutions are explored.
- h. We have agreements and processes in place, overseen by the validating body, to allow the student body to transfer to specific alternate providers, should all other options to teach out any programmes at LCCM be exhausted.
- i. We will be supported in this plan by the Open University and by our parent company, Global University Systems, with the latter taking reasonable steps to ensure that the College is adequately resourced during any “continuity period”.
- j. Where the measures detailed in sections 3b to 3g below apply, in specific circumstances and at the College’s discretion, we may also consider refunding tuition fees already paid or provide financial compensation for other losses incurred by affected enrolled students. The College, part of the wider Global University Systems group, has the necessary resources to provide refunds and compensation. Any refunds or compensation would be considered in accordance with the College’s Student Fees, Payments, Refunds and Compensation Policy, a copy of the policy is available at:

https://lccm.org.uk/media/803874/fees-policy-feb-2019.pdf.pagespeed.ce.FKGa_bZczn.pdf

- k. We undertake to update our website and presence on UCAS and other listing services, within 2 College working days of a decision or notification of significant change, including all scenarios outlined below and closure to new applications upon a decision to close a programme or put the College as a whole into a “continuity period”.
- l. Where changes are such to render it impossible for prospective students to study on their intended programme and/or with the intended financial support, we will endeavour to offer eligible applicants a place on an alternate LCCM programme, or assist existing LCCM offer-holders in securing a place elsewhere and/or liaise with UCAS with a view to allowing the applicant a substitute choice in their application. This includes all scenarios outlined below.

3. Measures we will take in specific situations.

The College has considered its activities and identified a number of scenarios which, to varying degrees of impact, represent a *potential* risk to the continuation of your studies. In the following paragraphs, these scenarios are outlined, along with the measures, where applicable, the College, GUS and the Open University will take in order to mitigate the risk and protect your continuity of study, as an addition to, or by way of further detail on, the general undertakings in section 2 above. Inclusion of a scenario should not be taken to mean that we consider it likely to occur.

a. Updating of programme content, regulations and policies

An ongoing commitment to quality assurance and enhancement at LCCM and its validating partner means that, from time to time, programme content, regulations and policies will be updated.

Where updates to content are made, for example substitution of modules, changes to module content or assessment activities, these will be proposed via Programme Committee and Academic Board, where students are represented, before approval by the validating partner. LCCM undertakes, normally, not to make any changes to programme content within 12 weeks of the start of the first academic year affected.

Changes to regulations and policies may be prompted by the validating partner and will be considered at the Academic Board and/or Senior Management Team, where students are represented. Revised regulations shall only apply to students first enrolling after University and College approval of those revisions, unless changes are not deemed significant; thus different regulations may apply to different cohorts on a programme and will be documented in the Programme Handbook for that cohort. New or revised policies shall apply to all students from the start of the academic term following approval by the College’s Academic Board or Senior Management Team, with a proviso that for the remainder of the then current academic year, no student may be treated disadvantageously in comparison with the previous policy.

b. Closure of an individual programme

The College may make a strategic decision to close a programme because insufficient enrolments render it non-viable from an academic, student experience or resourcing perspective; or because it has been superseded in the College portfolio; or no longer aligns with the College’s mission. In such cases and where possible, the College will offer existing students a choice of three options, noting that the College undertakes not to close a programme within 12 weeks of the start of an academic year:

- i. to continue as planned to be “taught out” on the original programme, where the College considers this to be a viable option on academic and student experience grounds, noting that this may itself be subject to the number of students so electing. Where this is not viable, the College undertakes that in all cases current on-course students may continue with their current programme at LCCM for 22 teaching weeks following communication of the decision to close the programme and until the end of the term or the academic year in which the 22-week period ends, whichever is the later. Throughout this document, an on-course student means one who is actively enrolled, pursuing their course and attending classes at the relevant point.
- ii. to transfer to a similar or replacement programme at LCCM, where available
- iii. to transfer with LCCM’s assistance to a course at a LCCM-approved alternate provider (see Section 4 below)

c. Closure of a specific site or campus

On resource, academic, student experience or health and safety grounds it may be necessary to close a site or campus and/or move programmes between sites. Unless taken on the grounds of emergency relocation due to unanticipated events, or on the grounds of a material improvement of facilities, the College undertakes not to close a site or relocate a programme while teaching is underway for the academic year, nor within 4 weeks of the start of an academic year.

Where a site is closed or programme relocated, programmes and services affected will be delivered instead at appropriate alternate premises of the College or its parent or sister companies, where relevant and designated for student support purposes, within Greater London. In such circumstances, students will not be routinely offered other options.

d. De-designation for student support purposes (which allows UK/EU students to apply for tuition fee and maintenance loans)

Where the College’s designation is withdrawn, suspended or is not successfully renewed, and depending on the circumstances of de-designation, the College will appeal the decision/make a new application for designation with a view to the restoration of this for the coming academic year. Where appropriate the College will also apply for “teach out designation”, allowing eligible existing students to continue to access student tuition and maintenance loans, including those making new loan applications, for the remainder of their studies while on their current programme at LCCM, which was designated up to that point. The College may also explore the alternate option of operating as a franchisee of the validating body or another provider within the GUS group, in order to restore student support.

It is thus anticipated that de-designation, in itself, is unlikely to have a material effect upon current students eligible for student loans, while other students may also be unaffected as they are not eligible for or do not wish to apply for student loans.

In the event of teach out designation not being granted, the College will endeavour to transfer existing eligible students, in receipt of or seeking loans, to an approved and designated alternate provider, should they so wish. However, de-designation may also relate to, or lead to, the closure of the College and provisions made in g. below should also be noted.

e. Removal of Tier 4 Sponsor Licence (which allows LCCM to admit international students)

Where the College's Tier4 sponsorship is withdrawn, prospective international students who have made an application to study will be contacted. The College will liaise with UCAS with a view to allowing the applicant a substitute choice in their application and assist existing LCCM offer-holders in securing a place elsewhere.

Depending on the circumstances, the College will appeal the decision/make a new application for a Tier4 license with a view to the restoration of this for the coming academic year. Current sponsored students will be contacted by the College within 2 College working days of notification of UKVI's decision, to advise whether they may continue under existing LCCM sponsorship or are required to return to their home country to make a fresh visa application. In the latter case, on request and where Tier4 regulations permit, the College will endeavour to transfer the student to an approved alternate provider with a Tier4 license.

f. Withdrawal or non-renewal of validation

Where the above occurs for one, more or all programmes, in line with the College's validation agreement with the University, current LCCM students registered with the University will normally be permitted to complete their intended studies at the College, subject to normal maximum timescales.

If, for whatever reason in line with the validation agreement, the University determines that this cannot occur, then the College and University undertake that in all cases current on-course students may continue with their current programme at LCCM for 22 teaching weeks following communication of the decision to end validation or until the end of the term or academic year in which the 22-week period ends, whichever is the later. This provides an extended "continuity period" during which alternate arrangements may be put in place in an orderly fashion and ensures that students have the opportunity to complete credit at LCCM for the affected academic year(s). In such a scenario, Global University Systems undertakes to directly fund the College for this period should this be necessary to support normal programme delivery.

Following a University decision to no longer validate programme(s), the College will work with Global University Systems to identify an alternate validating partner, with a view to putting this arrangement in place within 22 teaching weeks of the University's decision. Students will be advised and supported by the College in choosing between the following options, if and when they become available:

- completing their studies at LCCM under University validation
- transferring to a LCCM programme validated by another partner;
- transferring to an approved alternate provider (if neither of the above are possible)

In all cases the University will work with LCCM to ensure that withdrawal or non-renewal of validation does not prevent current students, on course, from completing their qualification or a suitable alternative.

g. Closure of the College and market exit

As with all providers, an extreme set of events may lead to the prospect of the College being closed or a decision taken by the parent company to exit the market served by LCCM. This may be triggered, for example, by the College becoming insolvent or through falling student demand, withdrawal of validation or regulatory matters, or other major event rendering the College’s mission non-viable.

In such cases, the following will apply:

where a decision to close is taken, the College will immediately enter a “continuity period” allowing all existing on-course students to continue with their current programme at LCCM for 22 teaching weeks following communication of the decision to close the College or until the end of the term or academic year in which the 22-week period ends, whichever is the later. This allows alternate arrangements to be put in place in an orderly fashion and ensures that students have the opportunity to complete credit at LCCM for the affected academic year(s). Where necessary, Global University Systems will directly fund the College so that it may continue to operate normally for this continuity period.

During the continuity period, where relevant to the circumstances and in consultation with the validating body, Global University Systems may seek a buyer for the College. If this is not appropriate, and in any case should a sale not be agreed 8 weeks before the end of the continuity period, then staff from LCCM or GUS will work with the University to place students with the approved alternate providers, effective from the start of the alternate provider’s academic term following the end of the continuity period.

In all cases the University will work with LCCM to ensure that closure of the College and market exit does not prevent current students, on course, from completing their qualification or a suitable alternative.

4. Approved alternate providers

Where placement at an alternate provider is indicated in the above, this will normally be with the following, with which agreements are in place; it is anticipated that students will be able to transfer with recognition of Open University credit achieved on their current LCCM programme. In addition and as a general provision, the University also undertakes to allow any student to transfer directly to one of its programmes at the same level, but not necessarily with the same qualification aim:

| LCCM Programme | Alternate provider |
|--|--------------------------------------|
| BMus (hons) Music Performance and Production | ICMP |
| Cert HE Creative Music Practice | ICMP |
| Cert HE Music Performance | ICMP |
| BA Music Industry Management | ICMP |
| BA Creative and Professional Writing | The Open University |
| MA Creative Entrepreneurship | By negotiation on case by case basis |

5. Approval, dissemination and review

This Plan is part of the student's binding agreement with the College and is provided to prospective students as pre-contractual information at the enrolment stage. It is also published on the College's external website.

This Plan is approved by the Board of Directors of LCCM on the recommendation of the Senior Management Team (SMT), which has developed the Plan with input from the Academic Board (AB). The provisions and operation and operation of the Plan will be reviewed annually.

The latter two committees include student membership who are involved in the development, approval and review of the Plan.